

**REQUEST FOR PROPOSAL(RFP)  
FOR**

**Supply, Installation & Commissioning  
along with Operations and Maintenance  
of 10 Mbps (1:1)  
Internet Leased Line Connectivity Solution  
at GIDC Data Center,  
Gandhinagar**



Last Date of Receipt of Bid: 10/05/2018 till 15:00 Hours  
(Physical documents along with tender Fee and EMD Should reach  
on/before 10/05/2018 up to 15:00 hours)

Date of Opening of Bid: 10/05/2018 on 17:00 hours (Technical Bid)

**Bid Processing Fee: Rs. 1180/-**  
(Including Rs. 180/- as GST)

Contact  
The General Manager Gr.1 (Systems and Applications)  
Gujarat Industrial Development Corporation  
Block No.3, First Floor  
Udhyog Bhavan, Sector-11  
Gandhinagar  
E-mail: [gidc@gujarat.gov.in](mailto:gidc@gujarat.gov.in)

## **A. Overview**

GIDC, Govt. of Gujarat undertaking, had implemented the e-governance projects to have better and faster services to our customer. We have developed and implemented TSP modules in ORACLE 10g environment for various branches of GIDC, Ease of Doing Applications under IFP Portal of Gujarat Government such as Online Land Application System, Water Connection Application Systems, Drainage Connection and Plan Submission & automated Process of approvals, Good Governance Applications such as Barcode System, Online Application for Permission such as 2r, Transfer, Subdivision of Plots, Amalgamation of Plots, Lease Deed, Right-to-Use along with Payment Gateway under portal along with light version for mobile platform in Android, iOS and Windows platform. Head Office, Gandhinagar is having WiFi Zone at several floors to cater required connectivity as well as Unified Communication System across Gujarat. We have procured required license Softwares for Servers, Anti Virus, firewall etc. along with sufficient hardwares such as Servers, SAN Storage, Network connectivity components, Desktop Computers, Printers, UPS etc.

## **B. PRE-REQUISITES:**

1. The Bidder shall be registered at least before 5 years as company in India under Companies Act 1956. Certificate of Incorporation / commencement of business is to provided as evidence.
2. The bidder should have a Valid Class "A" License from the Department of Telecommunication for Gujarat State. Copy of the License shall be submitted with the Bid.
3. The bidder should have experience of Successful supply, installation, commissioning & maintenance of providing Internet Lease line (1:1) Connectivity to at least 5 PSU/GOG/ University client with minimum 10 Mbps capacity. Copy of purchase orders is required as confirmation of the above.
4. The bidder should have Positive Net worth during the last 3 years, ending 31.03.2017. Copy of the last three years audited financial statements / Positive net worth certificate from CA to confirm the same.
5. The bidder should not have been blacklisted/ banned / disqualified/ declared ineligible / declared having delivered dissatisfactory performance by any of State & Central Government's Departments / Organization / qua ISP government organization / Board / Corporations for carrying out any software application development and or its O&M. An undertaking by an authorized signatory of the company needs to be submitted in this regard.
6. The bidder should be registered for GST. Notarised True Copy of Certificate should be Submitted.
7. The bidder should have its registered office or support centre located at Ahmedabad/Gandhinagar. Also ISP must have a 24x7 helpdesk facility to register complaints. Notarised True Copy of Registered office address proof or support centre address proof should be submitted.
8. Since the required service is a standby arrangement of BSNL Leased Line, M/s. BSNL is not accepted as Bidder.

### **C.Scope of Work**

- GIDC wants bandwidth of 10 mbps (1:1) Internet Lease line as a standby arrangement for their existing 200 mbps Internet Leased line (1:1) available at Data Center located at First floor, Block No.3, Udhog Bhavan, Sector-11, Gandhinagar from M/s. BSNL.
- As GIDC wants a standby arrangement for BSNL services, M/s. BSNL is not eligible for bidding.
- Since, allocation of the bandwidth is required to be done on IP based, necessary arrangement for allocation based on IP should be provided by the bidder either through software OR hardware.
- Bidder have to provide the connectivity through OFC only.
- Bidder have to terminate OFC at the Data Center, S&A Branch, GIDC-Head Office, Gandhinagar.
- One time Cost for setup will be provided which includes the maintenance & repair issues for three years.
- Recurring cost includes the cost of bandwidth and its IP based allocation arrangement which will be managed by GIDC should be provided.

### **D.Schedule**

The proposed schedule of the events subject to the RFP is outlined below:-

- Bid Submission - 10/05/2018 by 03.00 pm
- Technical Bid Opening - 10/05/2018 at 05.00 pm

### **E. Proposal Procedure and Terms & Conditions**

1. Bidder have to submit an undertaking that the bidding firm and its associates & employees have neither directly nor indirectly entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with submitted proposal and that All terms and conditions of the RFP have been thoroughly read and understood by the bidder.
2. Successful bidder cannot terminate the service without consent of GIDC.
3. All prices should be in INR and all applicable taxes and levies will be paid extra as per prevailing government policies.
4. GIDC will award contract to 100% technically qualified and commercially lowest bidder.
5. Bidder should clearly state they would comply to the scope of work specified in this RFP. No deletion of any scope of work will be entertained.
6. In case of unsatisfactory work delivered by successful bidder, contract can be terminated by GIDC by giving 1 month notice at any point of time.
7. Service Level Agreement(SLA) would be signed with the short listed bidder, initially for 3 years which can be further renewed / extended / terminated on mutual discussion for further two years.
8. SLA should confirm minimum 99% uptime, Packet loss less than equal to 1% and latency not less than 300 ms.
9. GIDC reserves the right to reject anyone or all of the bids without assigning any reasons whatsoever.

## **F. Terms of Payment**

The successful bidder will be paid initial cost on successful installation and commissioning of the services along with executed SLA received by GIDC.

Thereafter, payment will be released on half yearly basis at the end of every six months along with applicable GST on submission of satisfactory report of GIDC within 30 days of the submission of the invoice.

## **G. Performance Bank Guarantee**

Within 15 (Fifteen) working days of the date of Purchase Order, the successful ISP shall furnish a Performance Bank Guarantee for an amount equivalent to 10% of the total cost for a period of 36 months in accordance with the conditions of the Contract, in favour of **GIDC** payable at Gandhinagar, released by the bank in accordance to the GR issued by DST/GoG.

## **H. Due Diligence**

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this Tender Document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid.

## **I. Cost of Bidding**

The Bidder will bear all costs associated with the preparation and submission of its bid and GIDC will in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

## **J. Language of Bid**

All Proposals and various documents related to these Proposals should be in English Language. All correspondence between GIDC and the Bidders would also be in English Language. Supporting Documents and Printed Literature furnished by the Bidders may be in another Language provided they are accompanied by an accurate translation in English Language.

## **K. CORRIGENDUM OF RFP DOCUMENT**

GIDC may modify the RFP Document by amending, modifying and/or supplementing the same, at any time before the closing of bid for any reason. Any amendments/modifications in the tender document would be displayed on GIDC & n- code website. All such amendments shall be binding on the bidders without any further act or deed on GIDC part. In the event of any amendment, GIDC reserves the right to extend the deadline for the submission of the

bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

#### **L. OFFER VALIDITY PERIOD**

The offer shall be valid for a period of 180 days.

#### **M. INDEMNITY**

Successful bidder shall indemnify, protect and save Gujarat Industrial Development Corporation against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of link commissioned by him.

#### **N. EVALUATIONS OF BIDS**

Evaluation of Bids will be in two stages as under:

##### **Eligibility Evaluation**

GIDC will first scrutinize Tender Fee & EMD and then the eligibility of the bidders as per "Eligibility Criteria" & "Technical Specifications" The bidders who fulfil the above eligibility criteria will be taken up for further. The GIDC reserves its right to reject any or all tenders.

##### **Commercial Evaluation**

GIDC will open and scrutinize the commercial offers of the eligibility qualified bidders only. The Commercial bids will have to be submitted online. The calculation arrived by GIDC will be final and will be binding on the bidders. If any cost item in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero cost items and the same is offered to the GIDC free of any charge. GIDC will consider the cost for Five years with all taxes for the purpose of price comparisons given by the vendors on the figures in commercial offer.

Offer will be awarded to basis of L1 of total project cost. Total cost will include cost of one time setup and Services per Year. The GIDC reserves its right to reject any or all tenders without assigning any reason thereof.

#### **O. NEGOTIATION**

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. GIDC, however, will have the discretion to choose to enter into any price negotiations or not, if law permits.

## **P. INSTALLATION AND COMMISSIONING PERIOD**

Successful bidder has to commissioned total system within 10 days from the date of purchase order which is earlier.

## **Q. Penalty & SLA**

If Agreed SLA not met by the Bidder, GIDC will Deduct Payment as per uptime SLA Terms from Bidders Invoice.

## **R. LIQUIDATED DAMAGES**

If the registered call is not solved/ repaired/replaced/temporary replacement within 48 hours excluding complaint day then 1% of Yearly Services cost as penalty per call per week.

**Late Commissioning Liquid Damages**

If successful bidder fails to commission within 10 days from the date of letter of intent / work order, GIDC will impose the penalty 1% of Yearly cost.

## **S. TERMINATION**

GIDC reserves its right to terminate the order without assigning any reasons with 1 month notice period on service ground.

## **T. DISPUTES RESOLUTION AND JURISDICTION**

The Parties shall endeavor, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (a "Dispute") through good faith negotiations.

"Matter relating to any dispute or difference arising out of this Tender and subsequent contract shall be subject to the exclusive jurisdiction of Courts at Gandhinagar only"

"All questions, disputes, differences and/or interpretation of agreement whatsoever, which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Reconciliation Act, 1996 if the said disputes are not resolved amicably through negotiation and the venue of arbitration proceedings shall be at Gandhinagar. The Language of the Arbitration shall be in English."

## **U. FORCE MAJEURE**

If bidder is prevented from performing any of its obligations under the Contract due

to any cause beyond the bidder's reasonable control-if the bidder's performance is prevented by a superior brute force,- including, without limitation, an act of God like fire, flood, explosion, earthquake, war, strike, embargo, government regulation, civil or military authority, etc., the time for that bidder's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided however, that if a bidder suffering a force majeure event is unable to cure that event within a mutually agreed duration, the buyer may terminate the contract.

Force majeure does not include bidder's organizational issues, bankruptcy, merger and acquisition issues, solvency, etc.

Force majeure event once faced shall be immediately informed to the buyer with the details of event, its likely effect on the contract, etc. Such information should reach to the buyer within a period of 15 days from the time of occurrence of the event.

If the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, buyer may at its option terminate the contract provided also that if the contract is terminated under this clause, the Buyer shall be at liberty to take over from the Contractor at a price to be fixed by the Buyer, which shall be final, all acceptable deliverables in the possession of the Contractor at the time of such termination or such portion thereof as the Buyer may deem fit accepting such deliverables.

The proposal must be submitted through portal of n-code Solution. Agency have to submit sealed cover labeled 'Proposal for Internet Band Width' having following enclosures.

- One sealed cover carrying Tender fee of Rs.1180/- (Rupees Five Thousand only) favouring GIDC payable at Gandhinagar in the form of Demand Draft including Rs.180/- as GST.
- One sealed cover carrying EMD of Rs.10,000/- (Rupees Ten Thousand only) favouring GIDC payable at Gandhinagar in the form of Demand Draft
- All relevant documents along with RFP document duly endorsed with authorized signatory by Company with 'ACCEPTED' remarks and Seal of Company.

Address to submit the above envelope by RPAD only is given below at the latest by 10/05/2018 – 3:00 pm:-

**The General Manager Gr.I(S&A),  
Gujarat Industrial Development Corporation  
Block No. 3, First Floor,  
Udhyog Bhavan,  
Gandhinagar – 382 011.**

The GIDC reserves the right to reject any or all requests for Proposal without assigning any reason thereof.

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**On Bidder's Letter**  
**Head**

**D E C L A R A T I O N**

DATE:

TO,  
GIDC  
Gandhinagar

Dear Sir,

I / we hereby solemnly declare that any of our partners jointly or severally and / or individually or our firm / company / associate company have not been black listed by the central govt. or any state govt. or its undertaking.

I/ we here by further declare that, if the above declaration is found untrue, GIDC shall be entitled to take any action against us severally and / or individually or our firm / company in this regard in any manner as may be deemed fit by GIDC

Thanking  
you,

Yours Faithfully,

Name, Signature and Stamp of Bidder.



### **Internet Bandwidth Technical Specification & Compliance**

<b>Technical Parameter</b>	<b>Compliance (Y/N)</b>
On Peak Usage time, Bidder must have provisioning to Increase Bandwidth Capacity by 50% extra instantly without any additional cost for 3 times in a Month. Bidder is required to comply on the same.	
The Bidder must Have 24 X 7 Support Centre with Call Booking Facility with Response time within 1 Hours & Resolution time 4 Hours.	
The Bidder must have provisioning of monitoring tool to measure B/W Usage.	
The Bidder must provide Pool of 08 Public IPv4.	

### Commercial Bid

Sr No	Details	Qty	Cost (Rs.)
1	One time Cost of Installation Charges	1	
2	Annual Recurring Charges for 10 Mbps (1:1 ) Internet Leased Line	1	
		1	

**Note :-**

1. One time Cost of Installation Charges includes the OFC connectivity along with necessary attachments to terminate at the Data Center, GIDC-Head Office, Gandhinagar.
2. Annual recurring Charge will be fixed for three years, payable half yearly along with GST on submitting the invoice at end of every six months.
3. GIDC reserves the right to terminate the services with one month notice for non satisfactory services along with forfeiting performance bank Guarantee.
4. GIDC reserves the right to extend for further two years on same rates, terms and conditions, if services are found satisfactory.