# TENDER DOCUMENT FOR PROVIDING COMPREHENSIVE AMC FOR VIRTUALIZED IT INFRASTRUCTURE AT GGRC DATA CENTRE



Gujarat Green Revolution Company Limited, Opp. GSFC University, GSFC Fertilizernagar, Vadodara-391750 (Gujarat)

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#### **E-TENDER NOTICE**

- 1. **GUJARAT GREEN REVOLUTION COMPANY LIMITED** (hereafter referred to as **GGRC**) is working as an Implementing Agency on behalf of Government of Gujarat (GOG) and Government of India (GOI) to bring second Green Revolution in consonance with the Agriculture Policy and Vision of Government of Gujarat so as to save water, fertilizer and energy, besides multiple benefits to improve agricultural productivity and farmer's prosperity at large.
- 2. GGRC is pleased to invite "E-Tenders" through (n)Procure from experienced firm /company /agency for "COMPREHENSIVE AMC FOR VIRTUALIZED IT INFRASTRUCTURE AT GGRC DATA CENTRE".
- 3. Important details of E-Tendering

Tender No.	:	GGRC/SYSD/DC/AMC/RFP/2019	
Name of Work	:	COMPREHENSIVE AMC FOR VIRTUALIZED IT INFRASTRUCTURE AT GGRC DATA CENTRE	
Contract Period		One Year	
Earnest Money Deposit (in Rs.)		Rs. 15000/- (Refundable)	
Pre-Bid Meeting Date & Time		29 <sup>th</sup> November,2019 15:00 Hrs	
Pre-Bid Meeting Venue	:	Discussion Room GGRC, Fertilizernagar, Vadodara.	
Last Date of Tender and Submission of Document	:	10 <sup>th</sup> December,2019 17:00 Hrs	

3.1. The financial bid shall be submitted online only at (n)Procure website **www.nprocure.com.** Manual price bids will not be accepted under any circumstances.

## 4. Eligibility Criteria:

- 4.1. The eligibility criteria for invitation of bids are mentioned below. Only those Bidders/Consortium henceforth referred to as 'Bidders', who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with technical bid.
  - 4.1.1 The Bidder should have turnover of minimum Rs. 2.0 Crores per annum for the past 2 financial years and will have to give a copy of Un-Audited Balance Sheet for the Current Financial Year.
  - 4.1.2 Bidder should have Minimum experience of 3 years in Maintenance of Data Centre in various company / organization. Bidder shall submit necessary evidence for the same like attested copies of Work Orders etc.
  - 4.1.3 The Minimum technical manpower required for COMPREHENSIVE AMC FOR VIRTUALIZED IT INFRASTRUCTURE AT GGRC DATA CENTRE

- would be 3 Technical Engineer. Bidder shall submit necessary evidence for the same.
- 4.1.4 All service logs should be maintained by Vendor/Consortium for audit purpose.

# 5. The E-Tender are in two bid system i.e. Part –I- Technical Bid and Part-II -Financial Bid.

- 5.1 The Bidders who are interested in participating in the tender must read and comply with the General Terms and Conditions contained in the tender documents.
- 5.2 Before quoting the rates, the Bidder should go through the Scope of Work, General Terms and Conditions to Bidder, Other Terms & Conditions and get himself fully conversant with them.
- 6. Company reserves the right to accept or reject any E-Tender Bid without assigning any reasons whatsoever and decision of the Company will be final and binding on all the Bidders.

#### **PART A - GENERAL TERMS AND CONDITIONS**

#### (A) TECHNICAL BID

- 1. Bidders have to submit **Technical Bid online as per the Format attached at Part -I** Bidder Profile as well as physically in Separate sealed envelope in **Cover-II:** mentioning "**Technical Bid**" with following documents:
  - 1.1. Bidder has to pay E.M.D. as mentioned in tender notice. The EMD is payable in favour of Gujarat Green Revolution Company Limited, Vadodara Drawn on any Scheduled Commercial Bank / Nationalized Bank by Demand Draft or Banker's Cheque or Direct deposit with Bank of Baroda Account No. 02090200000334, IFSC Code: BARB0FERTIL only.

Bidder has to upload PDF copy of **DD** / **Banker**'s **Cheque** / **Receipt of Direct deposit with (GGRC Bank Account) online as Annexure –I and also has to submit original <b>DD** / **Banker**'s **Cheque** / **Receipt of Direct deposit with (GGRC Bank Account)** of EMD of Rs. 15,000/- in **Cover –I**: mentioning "**EMD for Tender**. Tenders submitted without Earnest Money Deposit will be rejected without entering in to further correspondence in this regard and no reference will also be made.

The EMD of unsuccessful/successful Bidder will be refunded preferably in 30 days of finalization of the contract. Such deposits shall not bear any interest. It will not be open to the Bidder to withdraw the tender.

If any Bidder withdraws or fails to accept the contract when awarded, the EMD shall be liable to be forfeited.

- 1.2. Certificate of Registration / Partnership deed or firm registration certificate / Shop and Establishment Certificate. (Annexure –II)
- 1.3. Bank Account No. and IFSC Code with copy of Bank Cheque. ( Annexure- III)
- 1.4. EPF Number Allotment Letter (If Applicable) (Annexure IV)
- 1.5. GST Registration (Annexure- V)
- 1.6. PAN Card( Annexure-VI)
- 1.7. Copy of Work Orders from Previous Clients / Current clients. (Annexure -VII)
- 1.8. Work Performance Certificate from past / Current Client in the **Format attached at** (Annexure-VIII)
- 1.9. The certified copy of balance sheet for last two years duly audited / certified by Chartered Accountant along with CA certificate for turn over & Net worth and a copy of Un-Audited Balance Sheet for the Current Financial Year to be submitted in physical in Technical bid cover. Last two years Financial Turnover in the Format attached at **Annexure-IX**. GGRC may at its discretion reduce the minimum turn over limit.
- 1.10. Details of minimum 5 peoples of staff for COMPREHENSIVE AMC FOR VIRTUALIZED IT INFRASTRUCTURE AT GGRC DATA CENTRE available with the company to be given in the **Format attached at Annexure-X** of technical stage

- of tender. The copies of resumes and appropriate certificates should be submitted in Technical bid cover with above annexure.
- 1.11. The bidders have to sign undertaking in regard to Stop Deal / Black List Thereof in (Annexure-XI). This should be submitted with the technical bid.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc. as a proof with EMD and also provide the requisite details for meeting the prequalification requirements. GGRC will verify the experience, performance, capability & strength of Bidders, independently for awarding the service contract.

GGRC reserves the right to accept/cancel/reject any/all Bids without assigning any reason thereof. The tenders of qualified Bidder / Bidders shall only be considered for further evaluation.

2. The Bidders have to submit original DD / Banker's Cheque / Receipt of Direct Bank Deposit (GGRC Bank Account) of EMD" in Cover –I and "Technical Bid"- in Cover – II with necessary documents mention above in point no.1 in one sealed envelope super scribed "Tender Document for COMPREHENSIVE AMC FOR VIRTUALIZED IT INFRASTRUCTURE AT GGRC DATA CENTRE" at Gujarat Green Revolution Company Limited on or before the closing date and time of Tender to the following address:

## Manager System

Gujarat Green Revolution Company Limited, Fertilizernagar Township, P.O. Fertilizernagar, Dist: Vadodara, 391750

- 3. Tender documents will be accepted by RPAD / Speed Post / Courier or in Person only otherwise Tender will be rejected.
- 4. All the certificates/documents required for qualifying criteria should be submitted with Technical Bid for deciding of the opening of financial Bid.
- 5. GGRC reserves Rights to extend the due date for submission of Tender by issuing an amendment.
- 7. Tender, if not supported by required documents as mention above will not be considered and the Bidder would be construed as disqualified.
- 8. The Bidders submitting Tender without EMD or EMD for lesser amount would be construed as disqualified.
- 9. Any cost incurred in relation with the submission of bid will not be reimbursed by GGRC.
- 10. The Bidder must have to submit all required technical documents physically as well as upload online before last date of e-Tender

#### (B) FINANCIAL BID

- 1. The Bidder have to submit **Financial Bid online only as per the attached format given in Part-II** through the web portal of n-procure at <a href="https://www.nprocure.com">https://www.nprocure.com</a> of this Tender document and no other format is acceptable.
- 2. GST if applicable shall be paid extra at actual by GGRC as per prevailing rates as declared by Central / State Government on submission of documentary evidence.
- 3. The Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- 4. The GGRC may on its discretion extend the last date for submission of the bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum/Retendering, if any in this regard, will be informed through email.
- 5. Financial bid must be submitted online only, if it is found in technical bid physical/online, straightaway bidder will be disqualified.

#### (C) MODIFICATION AND WITHDRAWAL OF BIDS:

- 1. The Bidder may modify or withdraw the bid prior to the last date prescribed for submission of bids.
- 2. No Bid shall be modified subsequent to the deadline for submission of Bids.
- 3. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity.

#### (D) PRE – BID MEETING

- 1. For the purpose of clarifications of doubts of the Bidders on issues related to the Tender, GGRC intends to hold a Pre-bid meeting. The date and venue of pre-bid meeting is mentioned in the E-Tender Notice.
- 2. No Individual correspondence will be accepted in this regards.
- 3. Only authorized representatives of Bidder who can participate and take on the spot decision of the deliberation will be allowed to attend the Pre-bid meeting. A letter to this effect must be carried by the person representing the Bidder at the time of pre bid Meeting.
- 4. Not more than 3 Representatives would be permitted from each Bidder at the time of the pre bid meeting.

#### (E) OPENING OF TECHNICAL AND FINANCIAL BID

- 1. Online Bids (complete in all respect) as well as physically in separate sealed envelope received along with DD / Banker's Cheque / Receipt of Direct Deposit (GGRC Bank Account) of EMD (Physically) on or before closing date and time of tender will be opened. Bid received without EMD and after due date will be rejected straightaway.
- 2. The Technical bid should be complete in all respects, except prices, contain all information asked for and most importantly comply with the technically. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 3. Incomplete bid or bids not confirming to the terms and conditions are liable for rejection by GGRC. Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any Bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the tendering processes.
- 4. A duly constituted **Tender Evaluation Committee** will evaluate eligibility criteria of bidders. Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.
- 5. It shall be noted that required documents submitted in separate sealed envelope along with the Technical bid will be perused/examined and in case of any deficiency, the Technical Bid will be rejected and Financial Bid will not be opened.

#### 6. Preliminary Examination:

- 6.1. The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.
- 6.2. Arithmetical errors or any discrepancy will be rectified & will be binding to the bidders.

# 7. The successful bidder (L-1) shall be decided only after successive tendering procedure by the Tender Evaluation Committee.

- 7.1. GGRC will award the Contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
- 7.2. The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier or registered mail.
- 7.3. GGRC reserves the right to review and renew / extend the contract period for further period of 03 months with same rates, terms & conditions with revised / reduced quantum, if required.

- 7.4. GGRC reserves the right to seek clarification or call for supporting documents from any of the Bidders, for which the concerned Bidder needs to submit the documentary evidence(s) as required by GGRC.
- 7.5. GGRC reserves the right to resort to re-tendering without providing any reason whatsoever. GGRC shall not incur any liability on account of such rejection.
- 7.6. This Tender is non transferable. The incomplete and conditional tenders will be summarily rejected;
- 7.7. No Bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;

#### 8. Validity of Bids

- 8.1. Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bids.
- 8.2. The GGRC reserves right to extend for another period of 60 days in addition to 90 days without giving any reasons thereof.
- 8.3. In case, GGRC calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

#### 9. Right of Acceptance

- 9.1. The GGRC reserve all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the lowest or any specific bids. The decision of the GGRC in this regard shall be final and binding.
- 9.2. Any failure on the part of the bidder to observe the prescribed procedure the bidder's bid is liable for rejection.
- 9.3. Any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 9.4. The GGRC reserves the right to award any or part or full Contract to any successful Contractor at its sole discretion and this will be binding on the bidders.
- 9.5. In case of failure to comply with the provisions of the terms and conditions mentioned by the Contractor that has been awarded the Contract, the GGRC reserves the right to award the work to the next higher bidder or any other Contractor and the difference of price shall be recovered from the Contractor, which has been awarded the initial Contract and this will be binding on the bidders. Security Deposit is also forfeited.
- 9.6. GGRC may terminate the Contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings / Private / Limited Companies.
- 9.7. The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the

Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.

#### (F) NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 1. After determining the successful bidder after evaluation, the GGRC shall issue a Letter of Acceptance (LOA) in duplicate, which will return one copy to GGRC duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful bidders.
- 2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.

#### (G) PREPARATION OF BIDS

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule.

#### (H) SUBMISSION OF BIDS

1. The Bidders shall have a valid Class-III digital signature certificate for participation in the online tender. Without Digital Signature online tender process is not possible. The cost of digital signatures, if any, will be borne by respective Bidders. For the same all may contact to following address:

#### E PROCUREMENT SUPPPORT

(n) Code solutions

A division of Gujarat Narmada Valley Fertilizrs Compnay Ltd. 301, GNFC Info Tower, Bodakdev, Ahmedabad-380054 Ph. 079-26857316/17/18,079-4007501/02/515/525 Fax-079-26857321

2. The Bidders shall have to submit bids before the last date of Tender submission and also as per the terms and conditions mentioned in this document.

#### (I) ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to <u>Shri J G Simon, Manager (Systems) or Shri Jignesh Patel (0265 – 2607518) or in person by visiting the GGRC during working hours (08.30 to 17.00) by taking prior appointment.</u>

#### **PART B- OTHER TERMS AND CONDITIONS**

- 1. The Rates quoted by bidder shall remain FIRM throughout the Contract period and shall not be subjected to any Price variation whatsoever in nature.
- 2. The Contractor will deploy manpower for satisfactory execution of the Jobs under the Proposed Contract. The manpower engaged by you will work effectively and be responsible for completion of the Jobs assigned to them by Company's Authorized Person or Contractor.

## 3. Security Deposit

- 3.1 The successful Bidder have to submit 5% Security Deposit Amount of Total Work order value in favour of "M/s Gujarat Green Revolution Company Limited" payable at Vadodara from any Public Sector Bank or schedule Private Sector Bank to GGRC within 15 days of receiving the Work Order.
- 3.2 Security Deposit will be released six (6) months after the completion of Work Order period.
- 3.3 GGRC reserves right to forfeit full Security Deposit amount to cover expenses / damages on non-performance of the contract by the Contractor and / or non-completion of the full period of contract awarded to the Contractor. The decision of GGRC in this regards shall be construed as final and binding.

#### 4. **PENALTY**

Quality of Services will be monitored and in case Quality of Services is not upto the satisfaction of the Head of the Concerned Departments / Unit, following action will be taken:

- 4.1. Officer of the Concerned Department will issue two warning letters in writing at the interval of seven days in case of poor quality of work or non completion of work in time.
- 4.2. In case contractor whom the contract is given does not improve quality of work or does not complete the work even after two warning letters in writing, his contract will be terminated and Security Deposit will be forfeited and payment will not be made for poor quality of work or incomplete work.

On the failure of completion of work, Management will make the alternative arrangement to get the work fulfilled at the risk and cost of contractor who shall be liable to make good to the Company the additional charges, expenses, cost etc. that Company may incur or suffer thereby. The contractor shall not be however entitled to any gain resulting to the Company or from Company after making all alternative arrangements. The decision of the Company in this matter shall be final and legally binding on the contractor.

4.3. If the Contractor fails to perform his function, GGRC is free to engage another Contractor to carry out the work and in that case, GGRC will recover all the additional expenses incurred by it & penalty as decided by the Management from the Contractor.

#### 6. SUB-LETTING

The contractor shall not sublet the whole or part of the work, except where otherwise provided by the contract. The Contractor shall not sublet any part of the work without the written consent of the concerned Unit OR Department Head and such consent if given shall not relieve the contractor from any liability or obligation under the contract and shall be responsible for the acts, defaults and neglects of any subcontractor, neglects of the contractor, his agent, servants, or Employee.

#### 7. ASSIGNMENT OR TRANSFER

You will not assign or transfer whole or part of the contract awarded to you hereunder or whole or part of your work, services, obligations, responsibilities, liabilities, and rights, hereunder or give a sub-contract for carrying out all or any of your works, services, obligations, responsibilities, liabilities, and rights hereunder to any other person or party without our prior written consent.

#### 8. PAYMENT TERMS:

Amount payable would be as per the RFP quoted price and subject to negotiation by GGRC which will be reflected in Work Order.

Bidder will raise an invoice (hard copy) on quarterly basis after completion of each quarter. Payment will be done within 30 days after receiving an invoice.

All the Payments will be made, based on work order with supporting documents / evidence etc., Applicable Income Tax will be deducted from the payment.

#### 9. TERMINATION OF CONTRACT

GGRC reserves the right to cancel the order placed on the selected Bidder by providing one months notice and recover expenditure incurred by GGRC on the following circumstances:

9.1 In case of any changes in GGRC's business plan, GGRC may terminate any part or entire services to be rendered by giving a notice period of one month.

- 9.2 The selected Bidder commits a breach of any of the terms and conditions of the bid.
- 9.3 The progress regarding execution of the order accepted, made by the selected Bidder is found to be unsatisfactory.
- 9.4 If the selected Bidder does not perform satisfactorily or delays execution of the contract, GGRC reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which GGRC may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- 9.5 In addition to the cancellation of work order, GGRC reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder.
- 9.6 The bidder shall not assign or sublet his scope of work or any part thereof; any breach of this condition shall entitle the GGRC to terminate contract and selected Bidder liable for payment to the GGRC in respect of any loss or damage arising or ensuing from such termination.
- 9.7 The Contractor can terminate the Contract by giving three month's written notice to the Company.
- 9.8 The Contractor shall prefer a claim for any dues in writing within 30 days from the date of termination or completion of agreement, failing which such claim for any dues shall be deemed to have been waived and the Company shall be discharged and released from all liabilities under this agreement in respect of such claim for any dues.

#### 10. LANGUAGE OF THE TENDER:

All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern. Notarized copy of certificate / documents provided in Hindi / Gujarati will be accepted.

#### 11. AMENDMENT OF TENDER

At any time prior to the deadline for submission of Tender, GGRC, Vadodara for any reason, whether at its own initiative or in response to the clarifications requested by prospective Interested bidders, may modify the Tender document by amendment.

The same amendment will be notified in leading newspaper and on GGRC website (<a href="www.ggrc.co.in">www.ggrc.co.in</a>) and changed modification will be binding on them. In order to allow prospective Agencies a reasonable time to take the amendment into account in preparing their Tender document, GGRC, Vadodara, at its discretion, may extend the deadline for the submission of Tender.

#### 12. **REJECTION OF TENDER:**

The Bidder is expected to examine all instructions, terms, conditions, schedules and other details called for in this specification and keep himself fully informed about all which may, in any way, affect the work, or cost thereof. Failure to furnish the required information or submission of tender not as per the specification will be at the Bidder's risk and may result in rejection.

The offer may be rejected in case the bidding schedules / annexure are not filled/ Partially filled and if particulars are not given in format prescribed in the tender documents.

#### 13. INTELLECUAL PROPERTY

GGRC retains all rights to its pre-existing intellectual property and any intellectual property it creates in connection with the agreement; and the Bidder assigns to organization all rights in any work product developed.

Bidder pursuant to the agreement shall be deemed to be owned by the organization. If the Bidder will not agree to an assignment, then the Bidder should, at a minimum, grant organization a perpetual, irrevocable, worldwide, royalty-free license to use the work product developed pursuant to the agreement.

#### 14. FORCE MAJOURE

- 14.1 Force majeure is herein defined as any cause, which is beyond the control of the selected Bidder or GGRC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:
  - a. Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics, etc.
  - b. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, etc
  - c. Terrorist attacks, public unrest in work area, etc.
- 14.2 If a Force Majeure situation arises, either party (GGRC & Bidder) shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or GGRC shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

In case of forced circumstances, the contractor may be informed by the Company one Day in advance pertaining to stoppage of full or part of the job work as per the **Scope of Work** explained to you and bill will be paid on the basis of total amount of work performed by the Contractor. For resumption of the work, the contractor will be informed one day in advance.

#### 15. DISCIPLINE

15.1 No information about GGRC can be used by the Bidder in whatsoever circumstances for any purpose. Breach of this will legally be filed as per the Govt. of India IT Act 2008.Permission of GGRC will be required before Bidder uses GGRC's name for any referrals.

15.2 Since the personnel of the Bidder have to work in GGRC, they shall adhere to all administrative and safety requirements of GGRC.

#### 16. SETTLEMENT OF DISPUTES AND ARBITRATION

In case any dispute or difference whatsoever arises between the parties hereto in respect of or relating to or touching this tender and Contract from the tender, then the parties shall try to settle every such dispute or differences amicably. Any such dispute or differences, which the parties cannot resolve in an amicable manner, shall be finally settled in accordance with the Arbitration and Conciliation Act, 1996 and Rules framed there under. The decision of Arbitrator shall be final and binding on the parties. Arbitration proceedings shall be conducted in Vadodara and the language of Arbitration shall be English. Notwithstanding the existence of any such dispute or difference or any reference thereon, the liabilities and obligations under this contract will continue to be fulfilled by the parties hereto during the arbitration proceedings.

#### 17. JURISDICTION OF COURTS:

This shall be construed and governed by the laws of Republic of India and the parties hereby submit to the exclusive jurisdiction of the Vadodara Courts of Law.

#### PART C - SCOPE OF WORK AND TECHNICAL SPECIFICATION

#### 1. SCOPE OF WORK:-

- ➤ During the AMC period you should undertake any installation and/or reinstallation required to be done for operating system and/or any hardware configuration without any cost thereof to GGRC.
- ➤ 24/7 Support will be provided by Bidder.
- Any equipment other than Servers that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent or higher configuration) within 24 hours. In case of Servers, the downtime should not exceed 6 hours. The reporting will be through a telephonic message or any other mode as preferred by GGRC.
- ➤ Diagnosing / Rectifying Virus attacks by using Anti Virus Software Tools.
- ➤ Deployment, Installation and Implementation of Anti Virus software/ patches.
- ➤ You should maintain call report, Escalate the problem to the correct agencies/ field engineers based on the nature of the call.
- ➤ You cannot give the contract to a 3rd Party. AMC will be terminated immediately within 24 hours on GGRC verifying the breach of contract.
- > You should log complain to OEM for items under warranty and take necessary action regarding server or network issues.
- ➤ All the AMC activity, under scope will be performed locally, at GGRC premises by the engineer.
- > You will be responsible for monthly site visit for checking all appliances listed in ANNEXURE-XII.

#### 2. PREVENTIVE MAINTENANCE

You have to submit a certificate within 15 working days of the award of the contract that all the equipments have been taken over by you in working condition. If some equipment is not found in working condition then you have to submit the repair cost with all details which will be verified by GGRC team.

During the period of AMC, routine preventive maintenance should be done quarterly. Keeping of the important parts of the equipment in an organized manner with tagging, and dust free environment, checking the configuration parameters, checking the supply voltage, ground etc.

Details of activities done during each preventive maintenance visit should be recorded in the Logbook and signed off by GGRC.

Before each payment such preventive maintenance record will be checked. If required the firm should provide additional resources to complete the job.

Annual Maintenance Contract takes care of Preventive & Break down Maintenance and replacement of all the parts including the out of warranty components.

#### 3. ENGINEER TECHNICAL SKILL SETS

Engineer should have good knowledge of the equipments placed in Data Centre and also the matrix of integration aspects of various data-centre components with each other and also thorough network knowledge. The engineer should be minimum DIPLOMA/BE holder and minimum 4 years of experience not considering training period and should have been involved in various projects including Maintenance, installation commissioning testing of

the data centre equipment. Bio-Data of each resource person assigned to GGRC will be approved by GGRC and then only can the resource access the Data-Centre.

#### 4. LOG BOOK

You should maintain log-books. The logbook should reflect all activities carried out by you and also, it should reflect the materials taken out or brought in and it should be countersigned by GGRC during all fault -rectification.

#### 5. MAINTENANCE OF DATA CENTRE REPAIRED/REPLACED PARTS

Any defective component which is covered under AMC should be repaired/replaced by you at no extra cost. The replaced part should be equivalent or higher in function, quality and performance. The Firm may retain the defective parts in lieu of the replaced part. This however does not apply to Hard drives/any storage part if applicable in the project. Necessary breakdown maintenance of EQUIPMENT shall be rectified immediately but not later than a period of 48 hours. However emergency/crash calls from GGRC reporting failure of the equipment shall be attended to immediately but not later than a period of 6 hours.

#### 6. PERIOD OF THE CONTRACT

You would provide AMC for a period of one year further extendable by a period of two years subject to satisfactory service provided by you and on similar rates, terms & conditions.

GGRC reserves all rights to cancel the contract in between (by giving one month prior notice) and the same will be binding on all parties concerned.

#### 7. General Exclusions

Failure of equipment due to natural calamities such as lightening, earthquakes, floods, malicious damages, strikes, riots and/or mishandling of the equipment, shall not be covered under Annual Maintenance Contract.

## PART-I- Technical Bid

# **Bidders Profile**

Performa for Bidders Profile to be uploaded online in PDF format as well as submitted physically with required documents mentioned at "General Terms and Conditions" specified at Sr. No.1.

BASIC INFORMATION OF BIDDER		
Name of the Organization	:	
2. Contact Person	:	
*3. Official Address	:	
		***************************************
4. Mobile No.	:	***************************************
5. Telephone No.	:	
6. Fax No.	:	
7. Email Address	:	
ORGANISATION DETAILS		
1. Constitution (whether Sole Proprietorship / Partnership / Private Ltd / Public Ltd. / Public Sector :		
2. Names of Proprietor/ Partners / Directors / CEO :		
3. Registration Certificate / Partnership deed / Shop establishment certificate(as Annexure II) :	100000100000000000000000000000000000000	
4. Bank Details :		
Bank Name with branch Account No. :		
IFSC Code :		
irsc code :		

KEGI	STRATION WITH STAT	UTORY AUTHORIT	<u>ITES</u>		
	1. EPF Registration (if applicable, as Annexure-IV) :				
<sup>2.</sup> G	ST No.: (as <b>Annexure-V</b> )	:			
3. P.	AN No.: (as <b>Annexure-VI</b> )	) : 			
DETA	AILS OF WORK EXPERIN	NECE & WORK COM	MPLETION CERTIF	ICATE	
	ease provide below detaiour current Contracts and			nronological order including	
SR NO	NAME & ADDRESS OF THE ORGANIZATION	NAME OF THE CONTACT PERSON & PHONE NO.	VALUE OF CONTRACT	PERIOD OF CONTRACT (SPECIFIY FROM TO DATE)	
1.					
2. 3.					
<ol> <li>Work Performance Certificate from past / Current Client in the Format attached at Annexure-VIII</li> <li>Last two years Financial Turnover in the Format attached at Annexure-IX</li> <li>DETAILS OF STAFF AVAILABLE FOR EXECUATTION OF WORK</li> <li>Details of staff available with the company for execution of work (to be submitted online as well as physically with "Technical bid cover." As per Annexure - X)</li> </ol>					
<ol> <li>LIST OF ITEMS FOR WHICH AMC/FMS TO BE PROVIDED</li> <li>List of items for which AMC – FMS to be provided at GGRC by the Bidder (Annexure - XII)</li> <li>STATUS OF COMPNAY</li> </ol>					
1. Whether your company was black listed by any company or organization Yes / No (To be submitted online as well as physically as per the Format attached at Annexure- XI with "Technical bid cover.")					
_	ature of Bidder:				
Nan Desi	ne : ignation:				

Date: Place:	Company's Round Seal
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#### Annexure -I

#### DD/ Banker's Cheque of EMD

Original DD / **Banker's Cheque** / **Receipt of Direct deposit with Bank** for EMD of Rs. 15,000/- to be submitted online as well as physically in **cover –I.** 

#### Annexure -II

Copy of Registration Certificate / Partnership deed / Shop Establishment Certificate should be **submitted** online as well as physically as **annexure-II** in Technical bid cover- II.

#### Annexure -III

Copy of Bank Cheque should be submitted online as well as physically as **annexure-III** in Technical bid cover- II

#### Annexure -IV

Self Attested Copy of EPF no. allotment letter if Applicable should be submitted online as well as physically as **annexure-IV** in Technical bid cover-II

#### Annexure -V

Self Attested Copy of GST Certificate should be submitted online as well as physically as **annexure-V** in Technical bid cover

#### Annexure -VI

Self Attested Copy of PAN Card should be submitted online as well as physically as annexure-VI in Technical bid cover- II

#### (Annexure –VII)

Copy of Work Orders from Previous Clients should be submitted online as well as physically as **annexure-VII** in Technical bid cover- II

# FORMAT OF WORK PERFORMANCE CERTIFICATE

(Filled by Current /Past Clients and to be submitted online as well as physically in Technical bid cover- II)

1.	Name of the Contract and Location:	
2.	Scope of Contract:	
3.	Date of Commencement & Period :	
This is to	certify that the work under the above na	med contract, including all amendments thereto,
has been	satisfactorily completed or satisfactorily	performing by
accordan	nce with the terms of the contract.	
During the	e period we found their services satisfactor	ory.
This certif	ficate is issued for tender purpose.	
Seal of the	_	Signature of the Competent Authority with Name and Designation
Date :	:	
Place :	:	

#### FORMAT FOR FINANCIAL TURNOVER (CAPACITY)

(To be submitted online as well as physically in Technical bid cover- II)

	CERTIFICATE	
This is to certify that M/s		having its office at
has achieved the following turnover	during the last Two Financ	cial year.
FINANCIAL YEARS	ANNUAL '	TURNOVER (In Rs. CR)
2017-2018		
2018-2019		
The above figure has been verified to the best of our knowledge and be	<del>-</del>	uced and it is true and correct
Signature of the Chartered	Name of <b>Charter Accountant/ Firm</b>	ed :
Accountant	Reg. No	:
Date :		

Note: It is mandatory to certify by Chartered Accountant (Company Auditor) with name and signature. The certified copy of balance sheet for last two years duly audited / certified by Chartered Accountant along with CA certificate for turn over & Net worth and a copy of Un-Audited Balance Sheet for the Current Financial Year to be submitted in physical in Technical bid cover along with this annexure.

Place

# FORMAT FOR DETAILS OF STAFF AVAILABLE WITH THE COMPANY FOR EXECUTION OF WORK\*

(To be submitted online as well as physically in Technical bid cover- II)

Sr. No.	Discipline	Name	Qualification	Additional Certification,	Total Experience,	Remarks
NO.				if any	no. of years	
1	Hardware / Network Engineers				no. or years	

Above furnished is true and correct to best of my knowledge.

Signature of Bidder:		
Name:		
Designation:		
Date:	Place:	Company's Round Seal

Note: The copies of resumes and appropriate certificates should be submitted in Technical bid cover with above annexure.

<sup>\*</sup>If required a separate sheet can be attached with this format.

# UNDERTAKING IN REGARD TO STOP DEAL / BLACK LIST THEREOF (To be filled by bidder and submitted online as well as physically in Technical bid coverII)

Sub: Undertaking in regard to Stop Deal / Black List thereof. Ref: TENDER NOTICE NO. GGRC/SYSD/DC/AMC/RFP/2018

I / We		authorize	ed signat	ory of
M/S	hereby	declare	that	M/S
	is not stop deal/b	lacklisted b	y GGRC/	GSFC
or its subsidiary companies or by any Central	l/State Government I	SU / Govt. (	Company	or by
any Central/State Government Department in	India.			
Note: Bidders has to reproduce above declaration in the text box area with filling of all blanks  Above furnished is true and correct to best of my knowledge.			of all	
Signature of Bidder:				
Name:				
Designation				
Place:	Company's Round	Seal:		

Sr.No	Details	Under Warranty / Comprehensive AMC	Qty
1	Dell R610 Server	Under Comprehensive AMC	5
2	EMC SAN with 4 TB Storage	Under Comprehensive AMC	1
3	Barracuda Spam filtering	Under Comprehensive AMC with 1 year device license subscription	1
4	Cisco NX-OS San Switch	Under Comprehensive AMC	2
5	3Com 4210 - L2 switches	Under Comprehensive AMC	8
6	3Com 4500G - L3 Switches	Under Comprehensive AMC	2
7	VMWare ESXi Support	Software Management Support	
8	SAN Management software	Software Management Support	
9	Active directory and group policies	Software Management Support	1
10	VLAN Support	Software Management Support	1
11	Microsoft Patch management Server	Software Management Support	1
12	Dell R930 Server	Under Warranty	4
13	Dell Sonic wall (NSA5600)	Under Warranty	2
14	Dell San Storage (SCV 2000)	Under Warranty	1
15	Dell N3024F Switch	Under Warranty	8
16	Dell N2024p Switch	Under Warranty	2
17	IP KVM Switch	Under Comprehensive AMC	1
18	Zimbra mail Server	Under Comprehensive AMC	1
19	DG-GS1528 switch	Under Comprehensive AMC	2
20	DG-GS1528HP switch	Under Comprehensive AMC	2

# PART-II- Financial Bid

(To be submitted online only)

Sr. No	Item Description	Rate in Rs.
1.	*ONE YEAR RATE FOR COMPREHENSIVE	
	AMC FOR VIRTUALIZED IT	
	INFRASTRUCTURE AT GGRC DATA CENTRE	

<sup>\*</sup> Mention Tax percentage extra as applicable.

## **CHECKLIST**

# (TO BE SUBMITTED ONLINE AS WELL AS PHYSICALLY FORM IN SEAL COVER OF "EMD COVER DOCUMENTS" AS WELL AS "TECHNICAL BID COVER DOCUMENTS")

SR NO	NAME OF DOCUMENT	SUBMITTED YES / NO
1.	Technical Bid (Part-I) Bidders Profile	
2.	Original DD / Banker's Cheque / Receipt of Direct deposit with Bank (GGRC Bank Account) of EMD of Rs. 15,000/- Physically in cover –I	
3.	Registration Certificate / Partnership deed / Shop Establishment Certificate. (Annexure –II)	
4.	Copy of Bank Cheque (Annexure –III)	
5.	Self Attested Copy of EPF no. allotment letter if Applicable (Annexure –IV)	
6.	Self Attested Copy of GST Certificate (Annexure –V)	
7.	Self Attested Copy of PAN Card (Annexure –VI)	
8.	Copy of Work Orders from Previous Clients / Current clients (Annexure –VII)	
9.	Format of work Performance Certificate (to be filled by past / Current Client )(Annexure –VIII)	
10.	Format for financial turnover (capacity) Annexure –IX and Attested Copy of the Audited Balance Sheets for the completed two Financial Years and unaudited balance sheets of current year physically along with Annexure –IX.	
11.	Format for details of Staff for available with the company <b>Format attached at Annexure-X</b>	
12.	Undertaking in regard to Stop Deal / Black List(Annexure-XI)	
Sign	ature of Bidder:	

Signature of Bidder:	
Name:	
Designation	
Place:	Company's Round Seal: