



GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY

BID DOCUMENT

**TENDER FOR THE WORK OF COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF DATACENTER HARDWARES OF GMDA
NIT No.GMDA/GEN/45/2015/149(Re-tender)**



**OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
STATFED BUILDING, BHANGAGARH, GUWAHATI-781005**

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**TENDER FOR THE WORK OF COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF DATACENTER HARDWARES OF GMDA**

Sealed tenders are invited from reputed firms having experience in similar work for the Comprehensive Annual Maintenance Contract of the Data Center hardware of the Online Automatic Building Permission Scrutiny System of GMDA for a period of one year.

Detailed Tender Document may be seen and can only be downloaded from GMDA's website <http://www.gmda.co.in> from **18/9/2017 to 04/10/2017**.

Tender document is to be submitted in the office of the Guwahati Metropolitan Development Authority by 3 PM on 04/10/2017.

- 1.1 Sealed Bids in prescribed Form are invited for the Comprehensive Annual Maintenance Contract of the Data Center Hardware of the Automatic Building Permission Scrutiny System in Guwahati Metropolitan Development Authority (GMDA). The Bid will be submitted in sealed cover addressed to the Chief Executive Officer, GMDA duly super scribed with the name of work on or before 04/10/2017 till 3 p.m. The bids will be opened on the same day at 3.30 p.m. at GMDA.
- 1.2 The cost of bid document is Rs.1000/-only (non-refundable). The Bid document can be downloaded from the website <http://gmda.co.in> and DD of Rs.1000/- in favor of Chief Executive Officer, GMDA payable at Guwahati to be deposited along with the Technical Bid.
- 1.3 The DD for Earnest money deposit of 2% of bidding price only shall be drawn on any scheduled bank in favor of Chief Executive Officer GMDA & enclosed along with the Bid Document without which the Bid will not be considered as valid Bid. The Bid offer shall be valid till 180 days from opening of financial bid. No interest will be payable on the amount of the EMD.
- 1.4 Performance guarantee @10% of the value of the Contract Price shall be

deposited by the successful bidder in the form of NSC/KVP/FDR or as bank guarantee from any Nationalized Bank or Scheduled Bank duly pledged in favour of the Chief Executive Officer, GMDA which should be valid till the expiry of the AMC period.

- 1.5 A pre-bid meeting will be held in the Conference Hall of GMDA on 22/9/2017 at 11.30 PM to answer queries/clarifications from the prospective bidders. A minute of the meeting will be published in the GMDA's website. This minute of the meeting will also be a part of the Bid Document.
- 1.6 Eligibility Criteria: The bidder should meet all the criteria's mentioned in clause no. 3.
- 1.7 The bid shall be submitted in two envelopes as per details given in this Tender Document: -
 - a. 1st Envelope shall contain Demand Draft/ Banker's cheque for EMD, DD for cost of Bid document, Qualification and Technical documents as specified in the Bid and **copy of the downloaded bid document with signature in each and every page.**
 - b. 2nd Envelope containing price bid in form as at Appendix 2&3 duly completed as Specified in the Bid document. The Envelope shall contain details of Annual Maintenance Contract (AMC) being proposed along with details of charges for one year.
- 1.8 The sealed Bids shall be submitted either by registered post, in person or through reputed courier service agencies only. No Bids will be accepted beyond the date & time given below. GMDA shall not be responsible for any postal delays.
- 1.9 At any time prior to the bid due date, GMDA may, for any reason, whether at its own initiative or in response to clarifications requested by any bidder, modify the Bid document by issuance of Addendum.
- 1.10 The Maintenance of the equipment's shall have to be done at GMDA office.

It is not mandatory for GMDA to award the work of all such items for which rates have been sought for .GMDA may at its discretion award work only for some of the items/ in parts. The scope of work shall be considered / finalized accordingly for the awarded work.

The Chief Executive Officer, GMDA reserves the right to accept or reject any bid without assigning any reason.

Chief Executive Officer
Guwahati Metropolitan Dev. Authority

Bhangagarh, Guwahati-781005.

NOTES:

1. The submission of Bid shall be done in the manner prescribed by GMDA.
2. If contents of Envelope No.1 are not found as per the requirements of GMDA or low score in the Technical Bid evaluation, Envelope No 2 will not be opened at all & the Bid shall be summarily rejected.
3. Bidder should sign each & every page of the Bid document.
4. Bidder should sign each & every correction/ deletion/ addition/ pasted slip.
5. The Bidder shall be bound to keep open the offer up to 180 days from the date of opening of the financial bid.
6. The acceptance of the Bid rests with the Competent Authority which does not bind itself to accept the lowest Bid & reserves the right to reject any or all Bids without assigning any reason there off.
7. The notes & conditions stipulated in this notice & elsewhere in the Bid shall form the part of the agreement and bidders are required to submit it with bid duly signed on each page.
8. GMDA may at its discretion, extend the time limit by extending the proposal due date.

2. INSTRUCTIONS TO BIDDERS:

(A) GENERAL INSTRUCTIONS

- (i) GMDA invites Proposals from interested and eligible parties for the Annual Maintenance Contract for Servers ,Storages etc. of automating the Building Permission Scrutiny system at GMDA .
- (ii) Each bidder shall submit a maximum of one (1) proposal for the Job, in response to this Bid. Any Bidder who submits more than one bid for the AMC will be disqualified.
- (iii) The bidder shall be responsible and shall pay for all the costs associated with the preparation of his bid and his Participation in the bidding process.
- (iv) At any time prior to the bid due date, GMDA may, for any reason, whether at its own initiative or in response to clarifications requested by any bidder, modify the Bid document by the issuance of Addendum.
- (v) Written copies of the Client response (including an explanation of the query but without identifying the source of inquiry) may be sent to all bidder at their email id's which are to be provided by the bidder.
- (vi) The bid shall remain valid for a period of not less than 180 days from the date of opening of financial bid (proposal validity period). GMDA reserves the right to reject any bid, which does not meet this requirement.
- (vii) The bidder shall quote for the Comprehensive maintenance of Servers, Storage etc. for one year.

(B) FORMATS AND SIGNING OF PROPOSAL:

The bidder would provide all the information as per the Bid. GMDA will evaluate those bids that are received in the required format and are complete in all respects. Each bid shall comprise of the following:

Envelope No.1

- a. Covering letter of the Bidder
- b. Details of Bidder
- c. Qualification Criteria
- d. Technical Criteria
- e. Copy of the Bid document duly signed.
- f. DD/BG for EMD & separate DD for cost of the Bid document.
- g. **Authorization letter mentioning the Tender No. from respective OEM to quote for this particular Tender.**

Envelope No. 2

- a. Financial offer for Annual Maintenance Contract (AMC) of the Hardware for one year. Further, the AMC shall start immediately from the date of signing the agreement of the Annual Maintenance Contract.

(C) SEALING AND MARKING OF BID

- (i) The envelopes for each stage must be super-scribed with the following information:
 - a. Name and address of the Bidder.
 - b. Contact person and phone numbers.
 - c. Bid for the Comprehensive Annual Maintenance Contract for Server, Storage Hardware of the Automating the Building Permission system in Guwahati Metropolitan Development Authority (Insert Bid number).
 - d. To be opened in the presence of the bidders or their authorized representatives.
- (ii) If the envelope is not sealed and marked as instructed above, GMDA assumes no responsibility for the misplacement or premature opening of the contents of the proposals submitted and such proposal, may, at the sole discretion of the GMDA, be rejected. All the envelopes shall be addressed to:

Chief Executive Officer
Guwahati Metropolitan Development
Authority, 3rd Floor, Statefed Building,
GMCH Road, Bhangagarh, Guwahati-
781005, Kamrup (Metropolitan) District,
Assam.
Email: ceogmdaghy@gmail.com
Website: www.gmda.co.in

(D) PROPOSAL DUE DATE:

- a. Bid should be submitted on or before 15 hours IST on 04/10/2017 in the manner and form as detailed in the Bid. Bids submitted by facsimile transmission or email will not be accepted.
- b. GMDA may, in exceptional cases and at its sole discretion, extend the above Bid due date by issuing a Corrigendum.

(E) OPENING OF PROPOSALS AND CLARIFICATION:

- a. GMDA would open the Envelope no.1 of proposal on 04/10/2017 at 15.30 hours IST for the purpose of evaluation.
- b. The Envelope no.2 will be opened of such qualified

bidders, later at a convenient date and time.

- c. Chief Executive Officer, GMDA reserves the right to reject any bid not submitted on time and which does not contain the information/documents as set out in this Bid document.

To facilitate evaluation of bids, GMDA, at its sole discretion, may seek clarification in writing from any Bidder regarding the bid

(F) DISQUALIFICATION:

The bid is liable to be disqualified if:

- a. Not submitted in accordance with this document.
- b. During validity of the bid or its extended period, if any, the bidder increases his quoted prices.
- c. **The bidder qualifies the bid with his own conditions.**
- d. Bid received in incomplete form or not accompanied by Earnest Money Deposit (EMD) amount etc.
- e. Bid received after due date and time.
- f. Bid not accompanied by all requisite documents.
- g. Bidder fails to enter into a contract within 30 working days of the date of notice of the award of Bid or within such extended period, as may be specified by GMDA.

3. ELIGIBILITY CRITERIA:

(i)The Bidder should be a reputed and Authorized Business Partner of the OEM .

(ii)The Bidder shall comply with all of the eligibility criteria as listed below:

- a) Documents exhibiting total Annual Turnover / Professional Income of Rs.50 lakhs or above during the immediate preceding three (3) financial years.
- b) The bidder should have an experience of having an AMC Rate Contract of Servers and Storage in any PSU/ Govt. Dept. /Govt. Institute/Private Ltd. Companies etc. Minimum 3 Purchase Orders of similar nature of AMC whose value should not be less than 5 lacs per year needs to be enclosed and minimum 2 AMC orders should have storage maintenance along with it or else their bid will not be considered for evaluation.
- c) The Bidder should have a back to back arrangement of spares for Servers, Storage and other components asked for AMC in this particular Tender with respective OEM (IBM/Lenovo etc.). Documentary evidence of the same needs to be provided along with the Invoice for claiming the AMC

Payment. Payment will not be released if found that there is no back to back AMC arrangement with the respective OEM and the Contract will get Terminated.

- d) The Bidder should have qualified engineers to maintain equipment under Annual Maintenance Contract. The bidder should provide the CV of at least 3 engineers (B.Tech/B.E/MCA) along with pass certificate from College/University who will provide service on site to the hardwares of the data center.
- e) The bid document, complete in all respect should reach the

*Chief Executive Officer
Guwahati Metropolitan Development
Authority 3rd Floor, Statfed Building,
GMDAH Road, Bhangagarh, Guwahati-
781005, Kamrup (Metropolitan) District,
Assam.*

on or before 04/10/2017 by 3 P.M. No bids after the last date shall be entertained.

- f) Any entity, which has earlier been barred by Govt. of Assam from participating in its projects, would not be eligible for this tender.

4. BIDDING PROCESS

- i) A two bid system(Technical and Financial), Quality and Cost Based System (QCBS) bidding process has been adopted for the selection of the vendor. Financial bid of only the technically qualified bidder will be opened for evaluation.
- ii) The Bidders are required to prepare and submit their proposal in accordance with the terms set forth in this bid document and other documents to be provided as modified, altered, amended and clarified from time to time.
- iii) The Bidders are required to submit their proposal through Technical Proposal (Envelope - 1) and Financial Proposal (Envelope - 2).
- iv) The statements and explanations contained in this bid document are intended to provide a broad understanding to the Bidders about the subject matter of this tender and should not be construed or interpreted as limiting in any way or manner

the scope of services and obligations of the bidder set forth in the Agreement or the Client's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this bid document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the bid document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Client.

- v) The Proposal shall be valid for a period of not less than 180 days from the date of opening of financial proposal. The validity of Proposal may be extended by mutual consent of the respective Bidders and the Client.
- vi) The Proposals received pursuant to this bid document shall be evaluated in accordance with the terms set forth in this bid document and other documents to be provided, as Modified, altered, amended and clarified from time to time.
- vi) Those firms/companies who submit the Proposal, shall be called Bidders. The Proposal would form the basis of evaluation and selection of the Bidders. The Bidder selected by the Client following the evaluation procedure shall be called selected bidder. After selection a letter of award would be sent to the selected bidder and signing of the Service Agreement between the Client and the selected bidder for providing the Services as envisaged.
- vii) The Client shall endeavor to adhere to the schedule given in bid document. However, the Client may, in its sole discretion, extend the dates by issuing an Addendum.

5. PREPARATION AND SUBMISSION OF PROPOSALS

- i) The Proposal as well as all related correspondence exchanged by the Bidder and the Client shall be written in English.
- ii) The Bidder shall provide all the information sought under this bid document. The Client will evaluate only those Proposals that are received in the required formats and complete in all respects.
- iii) The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person signing the bid document.
- iv) The Bidder shall submit the Proposal in the specified formats

and shall place the documents in separate envelopes, Technical Proposal (Envelope-1) and Financial Proposal (Envelope - 2), as specified here under. These envelopes shall be sealed and marked as mentioned below.

OTHER CONDITIONS:

- (i) Technical bid documents will be opened on the same day i.e. 04/10/2017 at **3.30 PM** at the Office of the Chief Executive Officer, GMDA in the presence of bidders or their authorized representative.
- (ii) This document of detail terms of reference and other conditions will form a part of the proposal and should be submitted duly signed by the applicant on every page to be submitted with technical bid document. If, however the submission date falls in unscheduled holiday, the same will be received and opened on the next working day as per time given for submission and opening.
- (iii) An amount of Rs.1000/- (Rupees One Thousand) only in the form of bank draft in favour of Chief Executive Officer, GMDA has to be submitted along with the technical bid document for acceptance of the bid document.
- (iv) Bid document submitted through Email will not be accepted.**
- (v) Authority will not be responsible for any postal delay and bid document received after last date and time of submission through post will not be entertained.
- (vi) Consultants may request a clarification up to 22/9/2017. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address. The respond of the Client will only be put on its website by 26/9/2017 if any.
- (vii) At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the bid document by amendment. Any amendment shall only be issued in writing through addenda to be posted in client's website.

5.1. Technical Proposal

The Technical Proposal (Envelope-1) shall contain following documents/ information:

- i) Documents exhibiting the bidders incorporation/ establishment date and/or the experience (in years) in

providing the related services.

- ii) Documents exhibiting Total Annual Turnover / Professional Income of INR 50 lakhs during the immediate preceding three (3) financial years.
- iii) Documents on Organization Profile, Past Experience, AMC Projects (Completed/ Ongoing), and Details of Relevant AMCs.
 - a) These shall include a brief description of the Bidders' organization, an outline of recent relevant experience, details of at least three AMC corresponding to the eligibility criteria no. (i) and (ii) as mentioned above in Clause 3. The detail information shall include project name, location, client name, time period of project, client certificates, etc.
 - b) Information should be provided only for those assignments for which the Bidder was legally contracted by the Client as sole consultant or the lead member of a consortium. Assignments completed / undertaken by individual professional staff working privately or with other consulting firms cannot be claimed as the experience of the Bidder. However, such experience can be claimed by the respective individual professional in their CVs.
 - c) These projects, corresponding to the eligibility criteria no. (i) and (ii) as mentioned above in Clause 3, shall be of completed projects. The certificates, recognizing the completion/draft stage completion, provided by the respective client shall be submitted along with the details of respective project.
 - d) The Bidder shall be prepared to substantiate any other details of projects and experience if so requested by the Client.
- v) Details of organization, experience and proposed deployment:
 - a) Organizational set-up of the agency.
 - b) Details of major works including the cost thereof executed by the Agency and Associates.
 - c) Details of similar major works including the cost thereof carried out earlier and in hand by the Agency.
 - d) Details of technical personnel employed by the Agency.
 - e) Turn-over and audited balance sheet of the Agency for the last 3 years.

- f) PAN Card
 - g) Name and experience of technical persons to be associated with the project with curricula vitae along with pass certificates from College/University.
 - h) Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
 - i) Authority to seek references from the Agency's bankers.
 - j) Information regarding any litigation, current or during the last five years, in which the Agency is involved, the parties concerned, and disputed amount.
- vi) Report on Proposed Approach, Methodology and Work Plan
- a. A report describing the understanding of the project area, comments/suggestions on scope of work, proposed approach, methodology and work plan for performing the tasks/scope of work of the assignment. The report shall mainly cover methodology to be adopted.
 - b. The work plan to be adopted for carrying out the assignment shall be prepared.
- vii) The cost of bid document is Rs. 1000/- only. The Bid document can be downloaded from the website <http://gmda.co.in> and DD of Rs. 1000/- in favor of Chief Executive Officer, GMDA payable at Guwahati to be deposited along with the Technical Bid.
- viii) The Demand Draft/Banker's Cheque for Earnest money deposit of Rs. 2% of bidding price only shall be drawn on any scheduled bank in favor of Chief Executive Officer GMDA & enclosed with Envelope No.1 without which the Bid will not be considered as valid Bid.
- ix) The Bid offer shall be valid till 180 days from opening of financial bid. No interest will be payable on the amount of the EMD.

5.2. Financial Proposal

The Financial Proposal (Envelope- 2) shall contain following documents / information:

- a) Covering letter for Financial proposal is given in Annexure- 1
- b) The Bidders shall quote the lump sum fees for the proposed AMC assignment as per **Annexure-2, Breakdown**

of summary Price as per(Annexure-3).

The Bidders, while preparing their financial proposal, shall take note that-

- c) The lump sum figure quoted in Financial Proposal shall only be considered for the evaluation of the proposal. The fees shall include personnel, profit, overheads, travel, and other such expenses, and will exclude prevailing Service Tax on the fees. Royalty, income tax etc. if any should be borne by the bidders.
- d) The rate quoted shall not be altered during the term of contract. Once proposal is accepted, the price variation if required due to unavoidable circumstances will be only at a mutually agreed format.

5.3. Submission of Proposals

- i) The Bidder shall submit the Technical Proposal.
- ii) The Technical Proposal shall be placed in Envelope- 1, which shall be sealed and marked “ENVELOPE 1: TECHNICAL PROPOSAL”, followed by the name of the assignment.
- iii) The Financial Proposal shall be placed separately in Envelope- 2, which shall be sealed and marked “ENVELOPE 2: FINANCIAL PROPOSAL”, followed by the name of the assignment.
- iv) The Envelope-1 and Envelope-2 shall be placed into an outer envelope and sealed. This outer envelope shall be marked “PROPOSAL”, followed by the name of the work.
- v) This shall be sent to the address mentioned below, and shall get delivered either personally or through courier before 3 pm on Proposal Due Date.

Address:

*Chief Executive Officer
Guwahati Metropolitan Development
Authority 3rd Floor, Statfed Building,
GMDAH Road, Bhangagarh, Guwahati-
781005, Kamrup (Metropolitan)
District, Assam. Email:
ceo_gmda@yahoo.com
Website: www.gmda.co.in*

- vi) The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for rejection of Proposal. Moreover, if the Financial Proposal is not submitted in a separate envelope sealed and marked as indicated above, the Proposal shall be declared non-responsive and hence rejected.
- vii) Any proposal received by the Client after the deadline for submission shall be not accepted and returned unopened.
- viii) The Client shall open the Main Envelope and the Envelope-1 (Technical Proposal) immediately after the Proposal Due Date. The Envelope-2 (Financial Proposal) shall remain sealed and securely stored.

6. EVALUATION OF PROPOSALS:

The evaluation of the Technical Proposal will be done by an Evaluation Committee set up by the Client. Evaluation shall be done in the following steps:

A. Step-1: Evaluation to confirm “Eligibility” for the assignment as per the eligibility criteria mentioned above in Cl. 3.

- i) Eligibility of the firm will be ascertained on the basis of experience certificates, proposed human resources, documents on firm’s establishment/incorporation year and financial turnover as stipulated hereinbefore. The Bidders failing to meet the criteria for eligibility will be declared non-responsive and ineligible for further process of evaluation.
- ii) The Evaluation Committee shall review the documents and based on the submission subsequent evaluation will take place.
- iii) The response of the Evaluation Committee should be ‘Yes’ to all eligibility criteria, failing which, the Bidder will be disqualified at this stage itself. Only those bidders who are declared eligible would be considered for further evaluation.

B. Step-2: Evaluation of Technical Proposal- To Assign Technical Score.

- i. The evaluation committee shall assess the Technical Proposal and assign Technical Score as per the framework presented in following table.

Sl No	Parameter	Scale	Allotted Marks
1	Turnover	Rs.50 lacs to 10	25
		Rs.70 lacs	
		Rs.70 lacs to 15	
		Rs.1.00 crore	
2	Total Projects completed in last three years	Rs.1.00 crore to 20	25
		Rs.1.25 crore	
		Above Rs.1.25 crore	
		25	
3	Total experience of proposed man power (Each engineer with at least 3 years of experience)	Between Rs.15 lacs to Rs.30 lacs	10
		Between Rs.30 lacs to Rs.45 lacs	15
		Between Rs.45 lacs to Rs.60 lacs	20
		Above Rs.60 lacs	25
4	Proposed approach, methodology and work plan	9 years or more	15
		12 years or more.	20
		15 years or more	25
4	Proposed approach, methodology and work plan	Proposed approach	5
		Methodology	10
		Work Plan	10

- ii. The evaluation of Technical Proposal is mark based system as per the criteria specified in table above. Each eligible proposal will be given a Technical Score (TS). The proposals securing minimum of **70 out of 100 Marks** shall be technically qualified bidders. They will be notified and invited for attending opening of financial proposal.
- iii. The bidders who are not eligible or attains the Technical Score of less than **70 Marks out of 100 Marks** shall be

rejected for further evaluation. These Bidders shall be considered ineligible for further process and their sealed cover containing Financial Proposal will be returned unopened.

- iv. After the evaluation of Technical Proposal, the Client shall notify only those bidders, whose proposals have been short listed for further evaluation of Financial Proposal, the date, time and place set for opening of Financial Proposals. The notification may be sent by registered letter, facsimile, or email.

C. Step-3: Evaluation of Financial Proposal- To Assign Financial Score.

- i. The financial proposal will be opened on the date, time and at place as indicated to the Bidders, in the presence of Bidder's representative who choose to attend.
- ii. The name of the Bidder, the Technical Score (TS), and the proposed financial fees quoted by the respective Bidder shall be read aloud and recorded when the Financial Proposals are opened.
- iii. The Evaluation Committee will determine whether the Financial Proposals are complete and correct; or if there are any computational errors, will correct the same.
- iv. If the Evaluation Committee determines that cost indicated are inappropriately low, then it may take a view to declare the Financial Proposal non-responsive and may reject it.
- v. The Financial Proposal to be considered for evaluation shall include Service Tax, and all other taxes, duties, fees, levies and other charges under applicable law.
- vi. The Financial Score(FS) of the lowest quoted financial bid will be considered as 100.
- vii. The formula for determining the 'Financial Score (FS)' is the following: -

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$$FS = 100 \times LQFQ / F$$

In which

FS is the 'Financial Score' of the Proposal under consideration.

LQFQ is the "Lowest Qualified Financial Quote".

F is the "Financial Quote" of the Proposal under consideration.

The lowest qualified 'Financial Proposal' will attain 'Financial Score (FS)' of 100.

D. Step-4: Assigning Combine Score and Ranking the Proposals.

- I. All the Bidders that have been assigned Technical Score and Financial Score, will be now assigned Combined Score as per following formula.

Combined Score (CS) = (0.8 x Technical Score) + (0.2 x Financial Score).

- II. The Bidder achieving the highest Combined Score will be ranked first and subsequently other Bidders will follow in descending order based on the Combined Score.
- III. The firm achieving the highest Combined Score will be the selected bidder for this assignment.

E. AWARD OF CONTRACT

A LETTER OF ACCEPTANCE:

After successful completion of the Tender Process/ negotiations, a Letter of Acceptance of Bid will be issued to the successful Bidder by GMDA.

B FORFEITURE OF EMD:

If the successful Bidder fails to act according to the Bid conditions or backs out after his Bid has been accepted, his EMD will be forfeited to GMDA.

F. SIGNING OF CONTRACT:

- (i) The successful Bidder should execute an agreement for the fulfillment of the contract with GMDA within one week from the date of acceptance of the Bid. If the same is not executed within one week, the EMD of the Bidder will be forfeited and their Bid will be held as non-responsive.

- (ii) The contract agreement shall be on the basis of APWD F2 form.
- (iii) The expenses incidental to the execution of the agreement should be borne by the successful Bidder.
- (iv) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of GMDA and GMDA also have the right to recover any consequential losses from the successful Bidder.

7. SCOPE OF WORK: - The specifications of servers, storage and other hardware items are given in Annexure B.

7.1 PLANNING AND MONITORING ACTIVITIES:

- i. Submitting to GMDA a complete set of Server & Related Hardware / Firmware / Software Maintenance Plans, including but not limited to documents enumerating detailed Maintenance activities describing Plans, Responsibility Charts, Logs, Checklists, Reporting Formats, etc.
- ii. Generate, obtain approval from GMDA, and implement a Security Plan in the lines of BS7799-1 or ISO 17799 as soon as possible
- iii. Ensuring that all activities of Maintenance and Security is as per GMDA reviewed and approved plans, charts, logs, and checklists, formats.
- iv. Ensuring that all Plans and periodic reports are submitted to GMDA in soft as well as hardcopy at the beginning of the Maintenance Contract.
- v. Ensure that all activities of Maintenance are as per prevailing standards keeping the best of interest of GMDA in mind

7.2 SERVER MANAGEMENT:

Server Management services for various servers shall be provided by the Contractor and shall include the following along with other actions, which are necessary for optimum utilization of the servers and ensure availability of Application.

- i. Monitoring and troubleshooting of servers to ensure best server performance, optimum usage, data and hardware security, and up gradation (software as well as hardware) related aspects.
- ii. Resolving server operations issues, such as (but not limited to) system “hang”, hard disk crash, etc.
- iii. Re-installation O/S and other software required to make the server up and running in the shortest possible time, as & when required
- iv. Installation of packages, upgrades and patches of OS and other software as and when provided by GMDA or OEM.

- v. Creation of routes on servers to enable secure and/or GMDA approved organization wide access.
- vi. Scheduling data backup, periodic checking and demonstration whether backup is done without any errors etc. and assistance in data recovery if required. **A copy of the complete data of the Data Center will have to be kept in the cloud provided by reputed, reliable cloud space service provider.**
- vii. Performance changing the system configuration parameters and re-organizing the disk space, vide approved tools and practices such as defragmentation, etc.
- viii. Installation and monitoring of hardware performance, security, etc.
 - ix. Configuring disk arrays, RAID levels like Raid 5/RAID 0+1 etc.
 - x. Configuring and using tape drives.
 - xi. Disk and file system cleanups and maintenance.
 - xii. Adding new file systems, logical volumes.
 - xiii. Already existing server specific OS specific activities.
 - xiv. Security updates and OS patch management.
 - xv. File level and share level access control.
 - xvi. Group and system policies implementation.
 - xvii. All support related to Server hardware up to OS support will be provided by the vendor.
- xviii. Remote access has to be given for monitoring / resolving the issues remotely.
- xix. Required downtime will be given as and when required for smooth running of the Servers.

7.3 STORAGE MANAGEMENT:

Server Management services for the storage shall be provided by the Contractor and shall include the following along with other actions, which are necessary for optimum utilization of the servers and ensure availability of Application Monitoring and troubleshooting of storage, resolving storage operations problems, like system “hang”, hard disk crash, etc.

- i. Log Clear
- ii. Firmware Up gradation
- iii. Storage Space Monitoring
- iv. Data integrity and security monitoring
- v. Performance changing the system configuration parameters and re-organizing the disk space etc.
- vi. Hardware monitoring and Hardware fault checkup.
- vii. Configuring disk arrays, RAID levels like Raid 5/RAID 0+1 etc.
- viii. Ensure storage is maintained as per approved plan and consistently done as well as recorded in approved formats of documents, e.g. logs, checklists, etc.

7.4 TAPE LIBRARY MANAGEMENT:

- i. Hardware monitoring and Hardware fault checkup
- ii. Tape Drive cleaning
- iii. Tape drive firmware upgrade
- iv. Host connectivity checkup from time to time

- v. Ensure onsite/offsite data backup in the lines of BS7799-1 / ISO 17799
- vi. Ensure backup records are maintained as per approved plan and consistently done as well as recorded in approved formats of documents, e.g. logs, checklists, etc.

7.5 BREAKDOWN MAINTENANCE

- i. The Contractor will carry out breakdown maintenance whenever there is a requirement
- ii. Corrective maintenance has to be carried out by the Contractor as and when required.
- iii. Before and after doing the Corrective maintenance, the Contractor Service engineer will meet / communicate to concerned user of the Server, Storage hardware system about the visit and will fill up the Service call report being maintained for such purpose.

7.6 DISASTER PLANNING AND BUSINESS CONTINUITY PLAN (BCP)

- i. The Contractor is expected to develop, obtain approval from GMDA, and execute a Business Continuity plan in lines with the following aspects:
 - a. Perform Risk Assessment
 - b. Establish priorities for IT operational Processing & Operations
 - c. Determine and prioritize Recovery Strategies
 - d. Collect relevant IT and Recovery Planning Data
 - e. Organize and document a written Business Continuity Plan
 - f. Develop periodic Testing Criteria / Procedures
 - g. Periodic Testing of plan including storage of related Reports
 - h. Ensuring that the BCP plan is always executed and maintained without any lapses

7.7 ADDITION AND DELETION OF SYSTEMS

- i) GMDA reserves the right to delete any Servers, Storage and other equipment as and when required to the AMC by giving 30 days' notice for items under Next Business Day. However, the items covered under AMC can only be deleted only at the beginning of the quarter by giving 90 days' notice for items to be deleted.
- ii) Any addition of the equipment for AMC shall be done by the respective site in charge for which rates are available in the contract at any time during the contract period on Pro-rata basis.
- iii) The additional cost will be worked out based on quantity as well as the corresponding period (in days) for which AMC coverage is required for these machines. The maintenance of these additional machines shall be carried out under the same terms and conditions agreed there in the contract. The total contract price will get modified on a pro-rata basis.

7.8 ASSISTANCE FOR HARDWARE UPGRADATION

The Contractor may extend necessary assistance in the up-gradation of the GMDA hardware as and when required. This may include but not limited to augmentation of hardware in terms of additional RAM, HDDs etc.

7.9 VENDORS RESPONSIBILITY

The Vendor's responsibility shall include, but not limited to the following:

- i) **Provide a comprehensive breakdown of reactive and preventive (proactive) maintenance planning, execution and plan deviation controls.** This shall be including repair/replacement and supply of spare parts excluding consumable, for all the items covered under AMC.
- ii) Details of components being replaced / upgraded must be clearly recorded.
- iii) The Contractor shall provide at his own cost all materials, plant, tools appliances, implements and temporary work requisite required for the proper execution of work and nothing shall be supplied by the Department.
- iv) Backup media and cost of cloud storage space (if and as required) shall be provided by the client

7.10 OWNERS RESPONSIBILITY

- i) Details of all assets under the Annual Maintenance Contract, media for system backup needs to be provided by the client.

7.11 SERVICE PERFORMANCE REQUIREMENT:

- i) Vendor shall undertake to maintain the highest service standards. The vendor shall employ only the persons as mentioned in the Technical bid document. If the vendor for any reason wants to change a Service Engineer, the vendor will have to inform GMDA and take approval from the client. The person replacing the Service Engineer must possess same or higher qualification and experiences etc.
- ii) Vendor must ensure the timely response and closure of the calls at the earliest. All calls must be responded in person by the engineer within two hours.
- iii) A call shall be treated as open and qualifies for calculations of downtime, if the call could not be closed within 48hours. The downtime of open calls starts from the time of registration of call till the time of resolution of the call.
- iv) The components /parts used for repair / replacement shall be same / equivalent or higher and having functionality capacity as available originally.

7.12 DOWNTIME CALCULATION AND COMPENSATION FOR DELAY PENALTIES:

- i) In the event of any registered call not getting closed within 48 hours (excluding Sundays/and holidays), a penalty of Rs. 5000/- (Rupees Five Thousand only) per equipment per day of the downtime beyond 48 hours will be deducted from the bills.
- ii) If the Company fails to repair / rectify the equipment or provide a permanent replacement within 7 days , GMDA will be at the liberty to get the equipment repaired / replaced through alternate source and debit the cost from the quarterly bill in actual apart from the penalty levied as stated in preceding clause. This may even entail termination of the contract and forfeiture of security deposit.

8. TERMS AND CONDITIONS OF CONTRACT

A. Security Deposit/ performance Guarantee.

The successful bidder shall furnish Security Deposit @ 10% in the form of NSC/KVP/FD/Bank Guarantee, within ten days of the receipt of notification of award/Letter of intent from the Purchaser.

B. Liquidated Damages

If the bidder fails to deliver or does not perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages.

C. Order Cancellation

The Purchaser also reserves the right to cancel the order in the event of one or more of the following circumstances:

- a. Breach by the Bidders of any of the terms and conditions of the Bid.
- b. If the bidder goes into liquidation voluntarily or otherwise.

D. Payment Terms:

AMC Payment:

Payment shall be released on a quarterly basis (25% of yearly order value of AMC) on submission of bills and successful completion of each quarter. Payments for any inclusion /deletion of Systems / Peripherals other than the scheduled items will be calculated on Pro-rata basis.

E. Performance Guarantee / Security Deposit

Performance Guarantee (as per the format prescribed by the purchaser) for an amount equivalent to 10% of total contract amount shall be valid from date of signing the agreement. This should be submitted within ten days of receipt of notification of award / letter of intent (LOI) from purchaser. The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss / penalties / liquidated damages resulting from the bidder's failure to complete his obligations under the contract. The performance guarantee will be discharged by the purchaser and returned to the bidder not later than 30 days following the date of completion of the bidder's performance obligations, including any warranty obligations under the Contract.

F. THE BID SECURITY/ EMD MAY BE FORFEITED:

1. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any;
or
2. In the case of a successful bidder, if he fails within the specified time limit to:
 - a. Sign the Agreement or,
 - b. Furnish the required Bank Guarantee.

G. Resolution of Disputes

The Purchaser and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Purchaser and the bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to the Chief Executive Officer, GMDA. The Arbitration and Conciliation Act, 1996, shall apply to the arbitration proceedings and the venue of the arbitration shall be Guwahati.

H. Force Majeure

If either party is unable to perform any of its obligations under this Agreement because of circumstances beyond the reasonable control of the party, such as an act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs (a "Force

Majeure Event”) the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably practicable to resume performance, except that Company shall not be excused in any event from its payment obligation. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the period of such Force Majeure Event. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may give written notice to terminate this agreement.

I. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Guwahati Court only.

FINANCIAL PROPOSAL

From:
.....
.....
.....

To:
.....
.....
.....

Subject: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SERVER, STORAGES OF AUTOMATIC BUILDING PERMISSION SCRUTINY SYSTEM OF GMDA.

Regarding Price Proposal

Sir,

I/We _____
Consultant/Consultancy firm herewith enclose Price Proposal for selection of my/our firm/organization for carrying out the work of Annual Maintenance Contract of Servers, Storages for 1 year of Automatic Building Permission Scrutiny System of GMDA.

Yours faithfully,

Signature: _____
Full Name: _____
Designation: _____
Address: _____

(Authorized Representative with valid authorization)

ANNEXURE-2

SCHEDULE OF SUMMARY PRICE PROPOSAL

Sl. No.	Name of Activities	Amount		Taxes	Tax amount	Grand Total
		In figures	In words			
1	Comprehensive Annual Maintenance Contract for 1 year of Servers, Storage Hardware for Building Permission Scrutiny System of GMDA as given in detail under Scope of work. (Rate to be inclusive of all items given in Breakdown of Summary Price at Annexure 3.)					

(in figure)

(in words)

Rate quoted should be inclusive of all tasks to be accomplished as per scope of work excluding taxes like sales tax, VAT, service tax etc.

Breakdown of the total price shall be as per the attached “Breakdown of Summary Price”.

ANNEXURE-3

BREAKDOWN OF SUMMARY PRICE

This is to be returned in original along with the Tender in ENVELOPE II
(Commercial Offer)

Tender Reference No.:

(Network connectivity & UPS power will be under the scope of the GMDA)

Indicative Hardware for AMC (Refer Annexure 8)-

Sr.	Description	UNIT	Qty.	Rate Per Unit in Rs.		Tax rate	Tax amount in Rs.	Total amount in Rs.
				In figure	In word			
01	HARDWARE							
A	Blades Chassis to host the servers	No	1					
B	Application Server for Building Plan	No	2					
C	Database Server - Production	No	1					
D	Non-Production Server	No	1					
E	IBM Storage	No	1					

F	SAN Switch	No	2					
G	Tape Library	No	1					
02	SOFTWARE							
A	Support for Server Operating System of Windows 2003 or Higher - Server Edition	No	4					
B	Support for Tivoli /other backup software	No	1					
03	Cost of implementing Business Continuity Plan related steps and set up.	No	1					
04	Cost of cloud space of Class/Type III.	GB	250					

Note: Though offers for all the items have been sought, it is not mandatory for GMDA to award the work of all items for which rates are being sought for. GMDA may, at its discretion award work only for some of the items/ in parts.

Signature of Bidder

ANNEXURE-4

PERFORMANCE BANK GUARANTEE

To

_____ [Name of Employer]
_____ [Address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of works] (hereinafter called “the Contractor”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the contract.

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

*An amount shall be inserted by the Guarantor, representing the percentage of Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

TENDER OFFER FORM (TOF)

Date:

Tender Reference No.:

To:

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,

Subject:-

Dear Sir,

I / We have examined the tender documents including all annexure and appendices, the receipt of which is hereby duly acknowledged. I / we, the undersigned, offer to provide the service

(Description of Services) in conformity with the said tender documents.

I / We undertake, if my / our tender offer is accepted, to commence the service within _____ (Number) days and to complete the work/ services as specified in the Contract.

If my / our tender offer is accepted we will obtain the guarantee of bank for a sum of _____% of the Contract price for the due performance of the Contract. We agree to abide by this tender offer for 180 days and this shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive. Furthermore I / We certify that we have not made any correction / addition / omission/modification in the tender document which was downloaded from your website. If any change is observed, our tender may be summarily rejected.

Dated this ____ day of 2017

Signature:

(In the Capacity of :)

Duly authorized to sign the tender offer for and on behalf of

DETAILS OF EMD

Date:

Tender Reference No.:

To:

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,

Sub:-

Dear Sir,

Following are details of EMD and my / our certificate.

EARNEST MONEY DEPOSIT Demand Draft/ Banker's cheque No. _____
dated
___/___/___ from the BANK BRANCH in respect of the sum of Rs. (in
figures)

..... & (in words) is forwarded herewith,
representing the earnest money, full value of which is to be absolutely
forfeited to GMDA should I / We do not deposit the full amount of
security deposit specified in the above memorandum, in accordance with
Clause of the Contract Conditions; otherwise the said earnest money
shall be refunded to us.

We understand that you are not bound to accept the lowest or any offer
you may receive. Furthermore I / We certify that we have not made any
correction / addition / omission modification in the tender document
which was downloaded from your website. If any change is observed, our
tender may be summarily rejected.

Dated this ____ day of 2017

Signature:

(In the Capacity of :)

Duly authorized to sign the tender offer for and on behalf of

ANNEXURE-7

DETAILS OF BIDDER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr. No	Item	Details
1.	Name of the Company/Consortium of company *	
2.	Mailing Address	
3.	Telephone and Fax numbers	
4.	Constitution of the Company/Consortium	
5.	Name of the Managing Director (s)	
6.	Turnover and profit of the company for last three years. Audited balance sheets of last three years enclosed.	
7.	Location of Development facility	
8.	Detail of manpower	
9.	Name of authorized signatory	
10	Email address	

ANNEXURE - 8

Specifications of Servers & Storages :

SL. No.	Item Description	Qty
1	BladeChassis: IBM Blade Centre S Chasis / Q Logic 4/8 GB Intelligent Pass-through with 8GB SFP + SW optic Transceiver/IBM Ultralim Multiburner	1
2	Blade Server: IBM Blade Server Intel Xeon 6C Processor Model E5-2620 95W 2.0GHz / 4 x 300GB /16GB RAM /2.5 in SFF 10K SAS HDD/ 8GB Fiber Card	4
3	IBM Storage: IBM Storwize V7000 Disk Control Enclosure storage engine / 18 x 900GB 6GB SAS 10k 2.5inch SFF HDD / 10GbE Optical SW SFP (2 pins) / 2x8GB Cache controllers/ IBM storwize V7000 software V6	1
4	SAN Switch: IBM SAN Switch 24 port with 8 port enabled.	2
5	Tape Library: IBM Tape Library TS 3200 LTO Ultrium 5 half high FibreDrivesled with additional power supply.	1