



Request for Proposal

FOR

SUPPLY, INSTALLATION, COMMISSIONING

AND 3 YEARS MAINTENANCE

OF Wi-Fi ACCESS

IN THE BUILDING OF

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

AHMEDABAD



e-TENDER NO. GMDC/RFP/IT/ Wi-Fi/15-16

1. Item Description	:	Supply, Installation, Commissioning and 3 years maintenance of Wi-Fi ACCESS in the building of Gujarat Mineral Development Corporation Limited Ahmedabad
2. Tender Fees	:	Rs. 2,000/- by DD / Pay Order in favour of Gujarat Mineral Development Corporation, payable at Ahmedabad from banks approved by Government of Gujarat from time to time except co-operative banks.
3. Contract Period	:	3 years.
4. Earnest Money Deposit	:	Rs. 50,000/- (Rupees Fifty Thousand) by DD / Pay Order in favour of Gujarat Mineral Development Corporation Limited, payable at Ahmedabad from banks approved by Government of Gujarat from time to time except co-operative banks (No interest is Payable by G.M.D.C. on EMD / SD).
5. Availability of Tender Document		https://www.nprocure.com , www.gmdcltd.com
6. Last Date & Time of down loading the tender		28 th December 2015 up to 15.30 hrs.
7. Last Date & Time of submission of Bid.	:	28 th December 2015 up to 15.30 hrs.
8. Last Date & Time of physical submission of Tender Fee, EMD & all necessary documents	:	28 th December 2015 up to 15.30 hrs.
9. Venue Date and Time of Pre Bid Meeting and Site Visit		Pre Bid Meeting at GMDC Corporate Office on 14 th December 2015 at 11.00 Hrs followed by Site Visit
10. Date & Time for on-line opening of Technical Bid	:	28 th December 2015 up to 16.30 hrs.
The GMDC LTD. reserves its right to reject any or all tenders or split the job between more than one Bidder without assigning any reason thereof.		



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1. Preface

Gujarat Mineral Development Corporation Limited (GMDC LTD) herein after referred to as Corporation, is India's leading Mining Industry. Gujarat Mineral Development Corporation Limited (GMDC LTD) is issuing this Request for Proposal (RFP) for the purpose of selecting a suitable Vendor for Supply, Installation, Commissioning and 3 years maintenance of Wi-Fi ACCESS in the building of Gujarat Mineral Development Corporation Limited Ahmedabad. The purpose of this RFP is to enable Applicants in communicating details, specifications and cost of their Offerings in accordance to the Scope of Work specified in this document

2. General Instructions to Bidders

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the Proposals.

2.1 Cost of Bidding

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

2.2 Due Diligence

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

2.3 Clarification of Bidding Documents

GMDC LTD. shall make best efforts to respond to any request for clarification of the RFP Document. Such requests are to be made in writing. The response/clarification shall to the extent possible be made in writing.

2.4 Amendment of Tender Document

At any time before the deadline for submission of bids, GMDC LTD may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by amending, modifying and/or supplementing the same. Any amendments/modifications in the RFP document would be displayed on GMDC Web Site and all such amendments shall be binding on the bidders without any further act or deed on the part of GMDC LTD. In the event of any amendment, GMDC LTD reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders to take the amendment into account while preparing their bids. GMDC LTD may at its sole discretion, extend this deadline for submission of bids by amending the bid documents.

2.5 Contact Details

All inquiries concerning this procurement are to be addressed to the following:

General Manager (IT)
GMDC Limited
Khanij Bhavan", 132 Ft. Ring Road,
Nr. University Ground, Vastrapur,
Ahmedabad-380052.
e-mail comp@gmdcltd.com

2.6 Language of Bid

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

2.7 Period of Validity of Bids

Bids shall remain valid for 180 days after the date of bid opening prescribed by GMDC LTD, pursuant to the RFP schedule mentioned in this document. In exceptional circumstances, GMDC LTD. may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.



2.8 Late Bids

Any bid received by GMDC LTD., after the deadline for submission of bids prescribed by GMDC LTD., summarily rejected. GMDC LTD., shall not be responsible for any postal delay or non-receipt /non-delivery of the documents. No further correspondence on this subject will be entertained.

2.9 Right to accept Proposal

GMDC LTD., reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected Consortium of the grounds for such decision.

3. Pre bid meeting

- 3.1** A pre bid meeting (PBM) shall be held as per schedule date and time.
- 3.2** In this RFP, bidder would address the clarifications sought by the GMDC with regard to the RFP document and the scope.
- 3.3** The bidders would be required to submit their queries to the GM (IT), GMDC in writing on or before 2 days of PBM date.
- 3.4** All attempts would be made to clarify queries raised for PBM. GMDC reserves the right to give further clarifications at a later date.
- 3.5** GMDC reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. Nothing in this clause above shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification. No extension to any deadline referred to in this document will be granted on the basis or grounds that GMDC should respond to any queries to provide any clarification.
- 3.6** The response to the queries shall be uploaded at www.nprocure.com. And www.gmdcltd.com



4. Site Visit

Site visit shall be held as per schedule date and time. The bidders would be required to present during the site visit, they should inform to the GM (IT), GMDC by e-mail prior to 2 days of their visit.

5. Procedure for Submission of the Bid

Offers prepared in accordance with the procedures enumerated below should be submitted online at www.nprocure.com on or before the last date and time as prescribed in this RFP. Instruction for online bidding attached as Annexure E.

The bidder should submit their bids in THREE parts, these are

- i. Pre qualification bid (Details of EMD and Tender Fee),
- ii. Technical Bid
- iii. Commercial Bid.

Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Ahmedabad on or before Last Date & Time of physical submission:

- i. Tender Fee in form of DD or Pay Order along with form as annexure "B"
- ii. EMD in form of DD or Pay Order along with form as annexure "C"
- iii. Signed and Stamped self declaration as per format given in annexure "D"
- iv. Documentary proof for eligibility conditions.

6. Tender Fee

6.1 Amount of Tender Fee

The bidder must submit, along with their Bids, an Tender Fee of Rupees Two Thousand Only (Rs. 2,000/-), in the form of Demand Draft (DD)/ Pay Order (PO) issued from a banks approved by Government of Gujarat from time to time except co-operative banks in favor of "GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED" payable at AHMEDABAD.

6.2 Refund of Tender Fee

Tender fee will not be refunded any circumstance.

7. Earnest Money Deposit (EMD)

- 7.1** The Bidder shall furnish an EMD for an amount of Rupees Fifty Thousand Only (Rs. 50,000/-), in the form of Demand Draft (DD)/ Pay Order (PO) issued from a banks approved by Government of Gujarat from time to time except co-operative banks in favor of “GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED” payable / enforceable at Ahmedabad. This has to be submitted in a separate envelope along with the Technical Bids.)
- 7.2** The EMD of unsuccessful Vendors/Bidders shall be returned within reasonable period, only after the successful completion of the Bid Process. No interest is payable on such amount.
- 7.3** The EMD of the successful bidder will be returned upon the submission of the Performance Bank Guarantee. No interest shall be payable on this amount.
- 7.4** The EMD should form part of the Bid Documents (Technical offer-Part I) submitted by the Vendor / Bidder. DD/PO of EMD should reach GMDC address before the due date g. Failure to comply with this condition, viz., submission of EMD of Rs. 50,000 (Rupees five thousand only) shall result in summarily rejection of the quotation / offer.
- 7.5** The EMD can be forfeited if:
- 7.5.1 Vendor / Bidder withdraw his offer during the period of validity of the bid.
 - 7.5.2 Any unilateral revision made by the Vendor during the validity period of the offer.
 - 7.5.3 Non acceptance of the order when placed or non-confirmation of acceptance of orders within the stipulated time after placement of orders. In case the successful bidder fails to duly acknowledge the acceptance of work order within the stipulated time of 14 days from the date of issuance of work order, the EMD of the successful bidder may be forfeited without any further communication to the successful bidder.
 - 7.5.4 The successful bidder should start working on the project within 14 days from the acceptance of the work order failing which GMDC reserves the right to forfeit EMD submitted by the successful bidder.

8. Performance Guarantee

- 8.1** The successful Bidder should provide a performance bank guarantee for a period of 39 months for an amount equivalent to 10% of the total cost for supply, installation and commissioning excluding service taxes from any bank approved by Government of Gujarat from time to time except Co-Operative Bank in favor of Gujarat Mineral Development Corporation Limited, within 14 days from the date of Work Order.
- 8.2** In case, the Successful Bidder does not perform the contract to the full satisfaction of GMDC, GMDC reserves the right to reject the items / services rendered under the contract in its entirety or partially, as the case may be, during the evaluation period and Bidder shall be liable to refund the full or proportionate amount, if already paid for the said items / services etc. In this regard the decision of GMDC shall be final.
- 8.3** Any deficiency or deficiencies observed by GMDC during the warranty period or before, in the performance or quality of the services rendered can separately or collectively be subject to deduction of sums as compensation from the Performance Bank Guarantee (PBG) deposited with GMDC.
- 8.4** GMDC shall be entitled to deduct from the deposit any loss or damage which GMDC may be put to, by reason of any act or default recoverable by GMDC from the Successful Bidder and to call upon the Vendor to maintain the deposit at the original limit by making further deposits.
- 8.5** No interest will be paid on performance bank guarantee. ”

9. No Exemption From EMD / PBG

Tender Fee / EMD / PBG will not be exempted in any case

10. Standards of Performance

The Successful Bidder shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful Bidder shall always act in respect of any matter relating to this contract as faithful advisor to GMDC LTD. The Successful Bidder shall always support and safeguard the legitimate interests of GMDC LTD. in any dealings with the third party. The Successful Bidder shall abide by all the provisions/Acts/Rules etc. of GMDC.

11. Eligibility of Bidder

- 11.1** The Bidder must have executed minimum three orders for installation and commissioning of Wi-Fi access point, each order must be equal or more than 25 points. during the any of last 5 Financial years, i.e. 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015.

Satisfactory certificate / completion certificate from customers must be submitted.

- 11.2** The Bidder must have total turnover at least of Rs. 10 crores of last three financial years i.e. 2012-2013, 2013-2014 and 2014-2015. This must be the individual Company's turnover and not that of group of Companies.

The copies of Audited Profit and Loss Account for last three years must be submitted. If the audit of 2014-2015 year is not completed then provisional balance sheet signed by Chartered Accountant & CEO/CFO must be submitted.

- 11.3** The bidder must have Authorization letter from OEM address to GMDC with confirmation of that they will provide all support to bidder during the contract.

Certificate from OEM shall be submitted.

- 11.4** The bidder must have an office at Ahmedabad for more than one year.

One of the following documents shall be submitted. The documents should be in favour of Company Name with full address of Ahmedabad.

- 11.5** Bidder should not be indulged in any corrupt and fraudulent practices issued by Central Government or Government of Gujarat or any of the PSU. Certificate mentioning that the Bidder is not blacklisted or debarred by Central Government or Government of Gujarat or any of the PSU due to engagement in any corrupt and fraudulent practices.

A Self-Declaration Form must be submitted.

12. Scope of Work

- 12.1** Supply, Installation, Configuration and 3 years Maintenance of Wi-Fi Access at Gujarat Mineral Development Corporation Limited Ahmedabad.
- 12.2** Product shall be any of OEMs Cisco, Juniper, Fortinet, Net gear, Sonic wall, HP.
- 12.3** Firewall must support two factor authentications.
- 12.4** Wi-Fi access should have mechanism to register new user online using email ID and OTP (One Time Password).
- 12.5** OTP should support for SSL-VPN for remote login.
- 12.6** Firewall should be ICSA certified.
- 12.7** 24 X 7 Supports for One Time Password.
- 12.8** It should have Unified Management System having capability of access and control from the data center to the mobile edge.
- 12.9** Easy on boarding for BYOD (Bring your own device) and Mobile user.
Easy and transparent to user to connect to corporate resources, while at the same time authenticating, authorizing and controlling that what the user is doing based on network usability's and pre established security policies.
- 12.10** Commercial grade access point to run at full power and support up to 100 client connection per radio. Access point shall support 802.11ac.
- 12.11** POE Switches should offer speed up to 1 Gbps.
- 12.12** Firewall will be installed at Data Centre. Ethernet cable for connecting to internet and electricity will be provided by GMDC for firewall.
- 12.13** 3Years maintenance contract also includes Configuration & Management of devices as and when requires.
- 12.14** The system should provide dashboard / reports for details of users logged in to the system.
- 12.15** The eligible bidder is expected to do a complete site survey for feasibility for positioning and quantities of the Wi-Fi ACCESS and other devices. They should clearly state the devices that will be deployed with its physical, electrical and any other related requirement. Any extra material / quantity required for the project execution shall be supplied and deployed by the successful bidder at no extra cost to GMDC.



13. Payment Terms

13.1 40% of Onetime Cost plus Taxes after delivery of all items.

13.2 60% of Onetime Cost plus Taxes after successful installation and commissioning of entire system.

13.3 Support charges will be paid at the end of each quarter.

13.4 Taxes Deduction from Source (TDS) as per prevailing rates will be deducted before making the payment.

14. Delivery Schedule

Successful bidder has to supply, installation and commissioning of entire system within 45 days from the date of LOI/ Work Order.

15. Performance Measurement

Minimum network uptime has to be 99.90% of system. The up time will be calculated on quarterly basis.

16. Penalty

16.1 Uptime penalty

In case uptime falls below guaranteed level, GMDC will impose the penalty as given below. Further, if uptime of system during the any quarter is less than 85%, GMDC will not make any payment for the quarter.

Uptime Quarterly Basis per Access Wise	Penalty in % of Quarterly Amount
≥ 99.95	0%
≥ 96 to < 99.95	10%
≥ 93 to < 96	15%
≥ 90 to < 93	25%
≥ 85 to < 90	40%
< 85	100%

16.2 Late Commissioning Penalty

If successful bidder fails to install and commission the Wi-Fi system within 45 days from the date of letter of intent / work order, GMDC will impose the penalty 0.5% of onetime cost per week. More than 3 days will be count as one week, subject to a maximum 10% of onetime cost.

17. Evaluation of Bids

17.1 Completeness of Bids

GMDC LTD., will examine the bids to determine whether they are complete, whether they meet all the conditions of the RFP Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid Documents are substantially responsive to the requirements of the RFP Document.

17.2 RFP Clarifications

The GMDC may at its discretion, seek from any or all bidders, clarifications on his/their bids, including technical information, documents and materials after technical bid opening but before opening of commercial bid.

17.3 Rejection of Bid

A bid that does not meet all eligibility criteria or is not responsive shall be rejected by GMDC LTD. Submission of false or incorrect information, history of delayed work, reports of unprofessional conduct, among other things, shall be sufficient grounds for disqualification in technical bid.

17.4 Opening of Bids

Technical bids will be opened after verification of receipt of payment towards Tender Fee and EMD. The eligible bidders will be able to view the technical bids after opening of technical bid. On verification of the supporting documents, eligibility qualification of the bidders will be assessed. The successful bidders will be communicated the date and time for proposal presentation through mail.

17.5 Special Condition for Commercial Bid.

The cost of maintenance onsite support will not be less than 15% of supply and installation cost. The price bid will be rejected if this condition is not satisfying

17.6 Proposal presentation

The Technical committee will call the eligible bidders to make a presentation to the GMDC at a date, time and location notified by the GMDC. The purpose of such presentations is to allow the bidders to present their understanding of RFP and Approach & Methodology to the committee, the key points in their proposals and present key personnel to be deployed for the project. Bidder shall be given opportunity to make presentations up to 20 minutes, at GMDC's place before opening of Financial Proposals, to demonstrate their credentials based on eligibility criteria as outlined in this document along with the following and to submit five (5) hard copies during the presentation –

- i. Brief Company profile, presence in India, associates, major clients & projects etc. to satisfy the evaluation committee about the eligibility of the bidder;
- ii. Experience of rendering services as scope of work.
- iii. Understanding of assignment along with methodology indicating broad scope of Work & road map of said work.
- iv. Proposed Key Personnel along with Team Leader, their qualification, experience and availability.

The technical committee may require verbal/written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the RFP documents. Verbal clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from other professional, technical faculties in the evaluation process

Depending on the evaluation methodology mentioned above, each Technical Bid will be assigned a technical score (ST) out of a maximum of 100 points as per the aforementioned Technical Evaluation Criteria Table given below. Only those Bidders scoring Technical Proposals score 70 marks or more out of 100 shall qualify for financial bid opening.



Technical Evaluation Criteria Table

Sr. Number	Criteria	Max Marks	Supporting Documents
A Relevant Past Experience		16 Marks	
1	<p>Numbers of orders for installation and commissioning of Wi-Fi access point, each order must be equal or more than 25 point during the any of last 5 Financial years, i.e. 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015. This must be the individual Company's turnover and not that of group of Companies</p> <p>More than 3 and Less than or equal to 8 Orders 5 Marks</p> <p>More than 8 and Less than or equal to 13 Orders 8 Marks</p> <p>More than 8 and Less than or equal to 13 Orders 12 Marks</p> <p>More than 13 Orders 16 Marks</p>	16 Marks	Satisfactory completion certificate from customers along numbers of points
B Organizational Strength		34 Marks	
2	<p>Company total turnover of last three financial years i.e. 2012-2013, 2013-2014 and 2014-2015.</p> <p>Equal or more then 11 crores but less than 25 crores 2 Marks</p> <p>Equal or more then 25 crores but less than 50 crores 4 Marks</p> <p>Equal or more then 50 crores but less than 75 crores 6 Marks</p> <p>Equal or more then 75 crores 10 Marks</p>	10 Marks	
2	<p>The bidder has organizational strength in terms of manpower in area of Project Management.</p> <p>1 Manpower 1 Marks</p> <p>More than 1 and Less than or equal to 3 Manpower 2 Marks</p> <p>More than 3 Manpower 3 Marks</p>	3 Marks	Sufficient proof which will show job profile employee wise.
3	<p>The bidder has organizational strength in terms of manpower in area of Firewall</p> <p>1 Manpower 1 Marks</p> <p>More than 1 and Less than or equal to 3 Manpower 2 Marks</p> <p>More than 3 Manpower 3 Marks</p>	3Marks	Sufficient proof which will show job profile employee wise.

17.7 Award of Contract

The eligible bidders will be communicated the date and time of on line opening of price bids by fax or telephone or email or SMS. However, all the eligible bidders will be able to view the price bids online on their computers after opening of price bid. The overall selection of the Bidders will be on Quality and Cost based Selection (QCBS), the following formula will be used for the evaluation of the bids. The Final scores will be calculated as:

$$\text{Score} = 0.7 * \text{Technical Score} + (0.3) * 100 * \text{Minimum Price} / \text{Bided Price}$$

The bidder achieving the highest overall score will be invited for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the lower financial bid will be invited first for awarding the contract.

17.8 Taxes and Levies

Any other fresh imposition or variation in existing taxes or levies during the currency of the contract by the Government if applicable and payable by the successful bidder, shall be reimbursed by GMDC at actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the successful bidder under the contract.

17.9 Annulment of Award

Failure of the successful Bidder to comply with eligibility criteria, evaluation criteria and other terms and conditions set out in the RFP Document shall constitute sufficient ground for the annulment of the award of PO and forfeiture of the EMD, in which event GMDC LTD., may make the award to the next lowest evaluated Bidder or call for new bids.

17.10 Negotiation

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

18. Force Majeure

- a. Force Majeure is herein defined as natural phenomena such as floods, drought, earthquakes and epidemics, declaration of war, change in Government policies, strikes, lock-out etc. in such conditions of force majeure, both the parties can claim a force majeure but they are obliged to inform the either party within 15 days in writing on the date of commencing and again ending of the force majeure.
- b. Under the circumstances of force majeure stated above, the contract in terms of period can be extended by period equivalent to the loss of time due to force majeure.
- c. The decision regarding the occurrence of force majeure to be considered shall be decided jointly.

19. Disclaimer

This bid is not an offer by GMDC, but an invitation to receive offer from Bidders. No contractual obligations whatsoever shall arise from the bid process unless and until a formal contract is signed and executed by duly authorized officers of GMDC with the Successful Bidder. The Successful Bidder is however bound to maintain and continue this conditionality provided in the RFP document.

20. Confidentiality

The details of the proposed service shall be treated as confidential information between GMDC and Successful Bidder. Any such information shall not be passed on in part or in full to any third party without GMDC's prior written approval.

Notice or other communications given or required to be given under the Contract shall be in writing and shall be hand-delivered with acknowledgment thereof, or transmitted by prepaid registered post or by recognized courier, or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post or by recognized courier within five days of the transmission by facsimile, to the address of the receiving party by the other in writing, provided any change of address has been notified at least ten days prior to the date on which such notice has been given under the terms of the contract.



Any notice or other communications shall be deemed to have validly given on date of delivery if hand-delivered; if sent by registered post or by recognized courier, then on the expiration of seven days from the date of posting; and if transmitted by facsimile, then on the next business date after the date of transmission.

The Successful bidder shall not, without GMDC 's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of GMDC in connection therewith, to any person other than a person employed by the Successful bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Successful bidder shall not, without GMDC 's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

The Successful bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or GMDC 's business or operations without the prior written consent of GMDC.

21. Agreement

The successful bidder, along with the payment of performance bank guarantee shall also enter into agreement with the GMDC on appropriate Stamp Paper (to be provided by the Successful Bidder) in token of acceptance of the terms and conditions of the contract, within 30 days of submission of its acceptance of LOI and/or Work Order. In case of any necessity arising after executing the agreement and during the execution of the work which requires alteration/modifications in the agreement, the same shall be made after mutual understanding and consent of both the parties.



22. Arbitration

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

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

23. Jurisdiction

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



Format For Eligibility Criteria To be Filled Online Mode.

Sr. No	Particulars	Details
1	Provide the clients name who have placed the order for installation and commissioning of Wi-Fi access point, each order must be equal or more than 25 access point. during the any of last 5 Financial years, i.e. 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015.	
2	Total turnover of last three financial years i.e. 2012-2013, 2013-2014 and 2014-2015 in rupees. This must be the individual Company's turnover and not that of group of Companies.	
3	Are you have obtained the Authorization letter from OEM address to GMDC with confirmation of that they will provide all support to bidder during the contract. Yes/ No	
4	Are you having office in Ahmedabad. Yes / No if yes please provide address and contact number with contact person name.	
5	Are you have submitted the declaration of ineligibility for corrupt and fraudulent practices issued by Central Government or Government of Gujarat or any of the PSU. Certificate mentioning that the Bidder is not blacklisted by Central Government or Government of Gujarat or any of the PSU due to engagement in any corrupt and fraudulent practices. Yes / No	



Annexure B

On Bidder's Letter Head

To,

GENERAL MANAGER (IT)
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
"KHANIJ BHAVAN", 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

SUB.: Tender Fee for e-TENDER NO. GMDC/RFP/IT/ Wi-Fi/15-16 for Supply, Installation, Commissioning and 3 years maintenance of Wi-Fi ACCESS in the building of Gujarat Mineral Development Corporation Limited Ahmedabad

Dear Sir

With reference to above and as per terms and conditions of tender, we are sending herewith D.D. / Pay

Order Number -----dated-----for Rs 2,000/- (Two Thousand)

Only drawn on-----bank-----branch in favour of

"GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED" payable at AHMEDABAD

being the amount of tender fee.

Thanking You

NAME, SIGNATURE & STAMP OF BIDDER



On Bidder's Letter Head

To,
GENERAL MANAGER (IT)
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
"KHANIJ BHAVAN", 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

SUB. : EMD for e-TENDER NO. GMDC/RFP/IT/ Wi-Fi/15-16 for Supply, Installation, Commissioning and 3 years maintenance of Wi-Fi ACCESS in the building of Gujarat Mineral Development Corporation Limited Ahmedabad

Dear Sir

With reference to above and as per terms and conditions of tender, we are sending herewith D.D. / Pay Order Number -----dated-----for Rs 50,000/- (Fifty Thousand) Only drawn on-----bank-----branch in favour of "GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED" payable at AHMEDABAD being the amount of EMD.

Thanking You

NAME, SIGNATURE & STAMP OF BIDDER



On Bidder's Letter Head

D E C L A R A T I O N

DATE:

TO,

GENERAL MANAGER (IT)
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
"KHANIJ BHAVAN", 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

DEAR SIR,

I / WE HEREBY SOLEMNLY DECLARE THAT ANY OF OUR PARTNERS JOINTLY OR SEVERALLY AND / OR INDIVIDUALLY OR OUR FIRM / COMPANY / ASSOCIATE COMPANY HAVE NOT BEEN BLACK LISTED BY THE CENTRAL GOVT. OR ANY STATE GOVT. OR ITS UNDERTAKING.

I / WE HERE BY FURTHER DECLARE THAT, IF THE ABOVE DECLARATION IS FOUND UNTRUE, G.M.D.C. LTD. SHALL BE ENTITLED TO TAKE ANY ACTION AGAINST US SEVERALLY AND / OR INDIVIDUALLY OR OUR FIRM / COMPANY IN THIS REGARD IN ANY MANNER AS MAY BE DEEMED FIT BY G.M.D.C.

THANKING YOU,

YOURS FAITHFULLY,

NAME, SIGNATURE & STAMP OF THE BIDDER.



Instruction to Bidders for Online Tendering

1. Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gmdcltd.com and <https://nprocure.com>
2. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
5. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

(n)Procure Cell
(n)Code solutions A division of GNFC
403, GNFC Info-Tower, Bodakdev, Ahmedabad- 380 054 (India)
Tel : +91 26857316/17/18 Fax : +91 79 26857321
Toll Free : 1800-233-1010
E-mail: nprocure@gnvfc.net
6. Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
7. Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
8. (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n)code solutions is fully authorized to issue digital signature certificate to bidders.
9. All the bidders who have no facility to participate in on-line tenders are requested to contact (n)code solutions for the same.
10. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).
11. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n)code solutions directly on the above mentioned address



Format of Commercial Bid To be Filled Online Mode.

The cost of maintenance onsite support will not be less than 15% of supply and installation cost.

Description	Total Cost Inclusive Of All Taxes Except Service Tax
Supply, Installation and Commissioning of Wi-Fi ACCESS in the building of Gujarat Mineral Development Corporation Limited Ahmedabad	
3 years maintenance onsite support cost	
Total Cost	

Service Tax will be Paid/Adjust/Reimbursed to the party as per prevailing rates and rules as per Service Tax Act to the extend directly related to the service rendered by the party under the said contract subject to production of documentary proof and party will mentioned the service tax amount separately in the invoice/bill after considering abatement if any.