



Request For Proposal
FOR
Supply, Installation, Commissioning
And
5 Years Management
Of
MPLS VPN Network at Various Locations
Of
Gujarat Mineral Development Corporation Limited



e-TENDER NO. GMDC/RFP/IT/MPLS/01/15-16

1. Item Description	:	Supply, Installation, Commissioning and 5 Years Management of MPLS Network at various locations of GMDC
2. Tender Fees	:	Rs. 10,000/- by DD / Pay Order in favour of Gujarat Mineral Development Corporation, payable at Ahmedabad from bank approved by Government of Gujarat from time to time except co-operative bank
3. Contract Period	:	5 years.
4. Earnest Money Deposit	:	Rs. 5,00,000/- (Five Lacs Only) by DD / Pay Order in favour of Gujarat Mineral Development Corporation Limited, payable at Ahmedabad from bank approved by Government of Gujarat from time to time except co-operative bank (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	:	16 th January 2016 up to 15.30 hrs.
7. Last Date & Time of submission of Bid.	:	16 th January 2016 up to 15.30 hrs.
8. Venue Date and Time of Pre Bid Meeting	:	Pre Bid Meeting at GMDC Corporate Office on 5 th January 2016 at 12.00 Hrs
9. Last Date & Time of physical submission of Tender Fee, EMD & all necessary documents	:	16 th January 2016 up to 15.30 hrs.
10. Date & Time for on-line opening of Technical Bid	:	16 th January 2016 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.		



Index

Contents

1. Preface	5
2. General Instructions to Bidders	5
2.1 Cost of Bidding	5
2.2 Due Diligence	5
2.3 Clarification of Bidding Documents	5
2.4 Amendment of Tender Document.....	6
2.5 Contact Details.....	6
2.6 Language of Bid.....	6
2.7 Period of Validity of Bids.....	6
2.8 Late Bids.....	7
2.9 Right to accept Proposal	7
3. Pre bid meeting.....	7
4. Procedure for Submission of the Bid	8
5. Taxes and Levies.....	8
6. Tender Fee	8
6.1 Amount of Tender Fee	8
6.2 Refund of Tender Fee.....	8
7. Earnest Money Deposit (EMD)	9
8. Performance Guarantee	10
9. No Exemption From EMD / PBG	10
10. Eligibility of Bidder	11
11. Scope of Work.....	12
12. Installation and Commissioning Period	14
13. Payment Terms	14
14. Performance Measurement.....	14
15. Penalty	15
16. Termination.....	16
17. Evaluation of Bids.....	16



17.1	Completeness of Bids.....	16
17.2	RFP Clarifications.....	16
17.3	Rejection of Bid	16
17.4	Opening of Bids.....	17
17.5	Award of Contract.....	17
17.6	Negotiation	17
18.	Force Majeure.....	17
19.	Disclaimer.....	18
20.	Confidentiality.....	18
21.	Agreement	19
22.	Arbitration.....	19
23.	Jurisdiction	19
	On Bidder's Letter Head.....	20
	On Bidder's Letter Head.....	21
	On Bidder's Letter Head.....	22
	Declaration About Out Fraud And Corrupt Practices	22
	Instruction to Bidders for Online Tendering.....	23
	Details of Project Offices of GMDC Locations	24
	Format of Eligibility Criteria	26
	Format of Commercial Bid	27



1. Preface

Gujarat Mineral Development Corporation Limited (GMDC LTD) is India's is a leading mine of Gujarat. This Request for Proposal (RFP) is been issued for the purpose of selecting a suitable service provider for Supply, Installation, Commissioning and 5 Years Management of MPLS Network at various locations of GMDC. 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 120 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. However 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. 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 D.

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

5. 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.

6. Tender Fee

6.1 Amount of Tender Fee

The bidder must submit, along with their Bids, an Tender Fee of Rupees Ten Thousand Only (Rs. 10,000/-), in the form of Demand Draft (DD)/ Pay Order (PO) issued by a bank approved by Government of Gujarat from time to time except co-operative bank 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 Five Lakh Only (Rs. 5,00,000/-), in the form of Demand Draft (DD)/ Pay Order (PO)/ Bank Guarantee 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. BG/ 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. 5,00,000 (Rupees five lacs 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 63 months for an amount equivalent to 10% of the first year cost plus one time cost 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 21 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. Eligibility of Bidder

- 10.1** The bidder submitting the offers must be a Registered Company in India under the Companies Act, 1956

A Copy of Certificates of Incorporation must be submitted.

- 10.2** The bidder must have turnover at least of Rs. 200 crores per year in the 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.

- 10.3** The bidder must have valid Unified License -All Services (UASL) for Gujarat Region issued by Department of Telecommunication, Government of India. .

An attested copy of the license must be submitted.

- 10.4** The bidder must own nationwide high redundancy MPLS based network backbone ensuring that there is no single point of failure. The bidder should have state-of-art Network Operating Center (NOC) for trouble shooting round the clock to ensure uninterrupted services.

A Self certified declaration must be submitted.

- 10.5** The bidder must have executed orders for commissioning of MPLS network for Data or Video for five organizations connecting a minimum of 10 locations each organization during the last three financial years i.e. 2012-2013, 2013-2014 and 2014-2015. Out of these at least one organization shall be in Gujarat State.

Satisfactory certificate / completion certificate from customers must be submitted

- 10.6** The bidder should not have been blacklisted by any government organization / banks.

A Self-Declaration Form must be submitted

10.7 The bidder must have 24 X 7 help desk facility (accessible through a toll free number).

Appropriate evidence must be submitted.

10.8 The bidder must have an office in Ahmedabad/Gandhinagar

A copy of Registration Certificate from tax department i.e. Sale Tax, Income Tax, or Service Tax department etc.

11. Scope of Work

GMDC intends to connect 16 Locations as annexure “E” with Corporate Office for Data/ Video/ Audio using MPLS Layer 3 routing.

11.1 Architecture:

- The data transmitted on these links should not be accessed / mixed with public network.
- The connectivity shall be (1:1) of 2 Mbps at 16 Locations and 32 Mbps at Corporate Office as primary link. The output at each location must be on Ethernet.
- These links should be available in full duplex mode with sending and receiving available on the same circuit. For example, on a 128kbps circuit, 128kbps sending and 128kbps receiving should be possible simultaneously.
- The last mile connectivity i.e. GMDC’s Location and successful bidder’s POP should be connected through Fiber Cable or RF Link. In case of a last mile on wireless (RF) link, the successful bidder will ascertain that there is no interference in the channel provided to GMDC by other Radio devices in the neighborhood. In case the channel provided has interference, then the successful bidder will apply and make available a licensed channel and compatible Radio Modems at its own cost. GMDC will not bear any extra cost towards the same.
- The successful bidder must provide two links from GMDC’s Corporate Office to successful bidder’s POP (Two different POP) for redundancy purpose. At least one out of these two links must be on Fiber.
- The VPN should be fully secured and should fulfill the security requirements as per the IT-Act applicable from time to time.

11.2 Network Monitoring

- The successful bidder must have state-of-art Network management center (NOC) for troubleshooting round the clock to ensure uninterrupted services. This NOC should be manned by technical staff (24X7) and have call logging and escalation procedures. Call can be log through Toll free Number / e mail and web based.
- The type of reports that are required for the monitoring of the links are as follows :
 - Link Utilization, Link errors (CRC, input errors, drops etc.)
 - Link availability (Bifurcation of link downtime & other causes of link being down to be specified.)
 - Link Latency
 - Reports of link uptime should be provided per location per node & over connectivity.
 - Traffic monitoring, bandwidth utilization report with committed information rate for all links and MPLS ports.

11.3 The successful bidder is expected to do a complete site survey for feasibility for positioning of the terminating equipment. They should clearly state the equipment 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.

11.4 Supply, Installation and configuration of WAN end equipments like routers, modems, last mile equipments, online UPS (1KVA with four nos. of 12V, 26AH batteries) etc. would be done by the successful bidder to provide the solution. GMDC will not provide any infrastructure for installing these equipments except ‘Raw Electricity’ & “Shared non AC Room”.

11.5 All the locations listed have to be covered and no exclusion for any location shall be allowed.

11.6 The successful bidder will be solely responsible for all liaison work, statutory and regulatory approvals, project requirements/submission of payments, follow up etc. during project planning, execution, and tenure of contract.

11.7 The successful bidder must have proper upgradability availability for links and in case of requirement in future; the successful bidder must do it within one week time.

11.8 The successful bidder must nominate one technically competent person as project manager who will be single point of contact from the service provider's end during the implementation period.

12. Installation and Commissioning Period

Successful Bidder has to install commission and establish links in all manners at all locations within 60 Days from the date of letter of intent /purchase order.

13. Payment Terms

13.1 100% of one time installation cost will be made after successful installation and commissioning of all links.

13.2 Bandwidth charges will be paid at the end of each quarter. Bandwidth charges will be considered after all links are commission.

14. Performance Measurement

Performance measurement will be started from the date of commissioning at all locations.

1. Uptime

Minimum network uptime has to be 99.95% for each location which is up to the last mile.
The up time will be calculated on quarterly basis.

2. Latency

Maximum Latency has to be less than 100 ms for each link. The Latency will be measured at least two times on random basis in a quarter by the GMDC and it shall be acceptable by the bidder.

3. Throughput

Minimum throughput has to be 95% of prescribed speed of each link. The throughput will be measured at least four times on a random basis in a quarter by the GMDC and it shall be acceptable by the bidder.

15. Penalty

1. Uptime Penalty

In case uptime falls below guaranteed level, GMDC will impose the penalty and the amount of penalty in % are given below. Further, if uptime any locations during the any quarter is less than 85%, GMDC will not make any payment for the quarter for that location

Uptime Quarterly Basis per Location 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%

2. Latency Penalty

In case Latency falls above the guaranteed level, GMDC will impose the penalty Rs 5,000 (Rs Five Thousand) per instance per link, subject to maximum 10% of quarterly amount.

3. Throughput Penalty

In case throughput falls below the guaranteed level, GMDC will impose the penalty Rs 5,000 (Rs Five Thousand) per instance per link, subject to maximum 10% of quarterly amount.

4. Late Commissioning Penalty

If successful bidder fails to install and commission the MPLS at all locations within 60 days from the date of letter of intent / purchase order, GMDC will impose the penalty 0.5% of onetime cost per location per week. More than 3 days will be count as one week, subject to a maximum 10% of onetime cost.

16. Termination

1. If at any time during the Tender Process, if any breach occurs due to the fault of Successful Bidder as well as Bidder, GMDC shall be at liberty to terminate Tender process and subsequent contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by Bidder. In addition to the termination of work order, GMDC reserves the right to forfeit EMD and /or Performance Bank Guarantee submitted by the Successful Bidder.
2. GMDC reserves right to terminate the contact without assigning any reason. This should be take care of technological up gradation that may compel GMDC to change the equipments required for accepting better series from improved technology.

17. Evaluation of Bids

17.1 Completeness of Bids

GMDC, 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 Tender 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. 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; technical qualification of the bidders will be assessed. 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 successful the bidders will be able to view the price bids online on their computers after opening of price bid.

17.5 Award of Contract

The contract will be awarded to the bidder who stands L1 in total price of One Time Charge and Five Years Bandwidth Charges excluding service taxes. The GMDC reserves its right to reject any or all tenders or split the job between more than one bidders without assigning any reason and thereby without incurring any liability to the affected successful bidder or Bidders or any obligation to inform the affected successful bidder or successful bidder's of the grounds for GMDC Ltd., action/decision.

17.6 Negotiation

It is absolutely essential for the successful 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 sub Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (a "Dispute") through good faith negotiations.

"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 and 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 thereto shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only



Annexure A

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/MPLS/01/15-16 for Supply, Installation, Commissioning and 5 years Management of MPLS Network at various locations of GMDC.

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 10,000/- (Ten 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.: Tender Fee for e-TENDER NO. GMDC/RFP/IT/MPLS/01/15-16 for Supply, Installation, Commissioning and 5 years Management of MPLS Network at various locations of GMDC.

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 5,00, 000/- (Five Lacs) 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

Declaration About Out Fraud And Corrupt Practices

We certify that, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that, we have not directly or indirectly or through an agent engaged or indulged in any corrupt practices, fraudulent practice, coercive practice, undesirable practice or restrictive practice,

We certify that we or any of our Associates have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature; Name & Designation with office seal



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



Details of Project Offices of GMDC Locations

Corporate Office

Khanij Bhavan 132 - Ring Road, Vastrapur, Ahmedabad -52,

Contact Person : Mr. Mukesh Ambwani , 9727792523

Kutch Region (9 Locations)

1. GMDC Lignite Project, Panandhro, Taluka : Lakhpat, Dist Kutch,
Contact Person : Mr A. K. Garg, General Manager (Project) 9727792739
2. GMDC Akri Mota Thermal Power Station Nani Chher, Taluka : Lakhpat, Dist. : Kutch
Contact Person : Mr A. K. Garg, General Manager (Project) 9727792739
3. GMDC Lignite Project, Mata No Madh, Taluka : Lakhpat, Dist Kutch
Contact Person : Mr H. K. Joshi, General Manager (Project) 9727792766
4. GMDC Lignite Project, Umarsar, Taluka : Lakhpat, Dist Kutch
Contact Person : Mr B. R. Mahato, I/c General Manager (Project) 9727792768
5. GMDC Bauxite Project, Gadhsisa, Taluka : Mandvi, Dist Kutch
Contact Person : Mr S. G. Patel, General Manager (Project) 9727792510
6. GMDC Bauxite Project, Daban, AT & PO. Naniwamoti, Taluka Abadasa, Dist. Kutch
Contact Person : Mr S. G. Patel, General Manager (Project) 9727792510
7. GMDC Bauxite Project, Kotra Roa, AT & PO. Nandra Taluka : Nakhtrana Dist Kutch
Contact Person : Mr S. G. Patel, General Manager (Project) 9727792510
8. GMDC Bauxite Project, Wandh Gonyiasar, AT & PO. Wandh, Taluka : Mandvi, Dist Kutch
Contact Person : Mr S. G. Patel, General Manager (Project) 9727792510
9. GMDC Bauxite Project, Ratadia, AT & PO. Ratadia Taluka : Mandvi, Dist Kutch
Contact Person : Mr S. G. Patel, General Manager (Project) 9727792510



South Gujarat Region (5 Locations)

1. GMDC Lignite Project, Tadkeshwar, Taluka :: Mandvi, Dist : Surat
Contact Person : Mr S. S. Ray, I/c General Manager (Project) 9727792696
2. GMDC Lignite Project, Rajparadi, Taluka: Jhagadia Dist Bharuch
Contact Person : Mr R. K. Das , General Manager (Project) 9727792695
3. GMDC Fluorspar Project, Kadipani, Taluka : Kawant, Dist : Vadodara
Contact Person : Mr G. K. Patel, General Manager (Project) 9727792725
4. GMDC Manganese Project, Shivrajpur, Dist Panchmahals
Contact Person : Mr S M Joshi, General Manager (Project) 9727792723
5. GMDC Manganese Project, Pani Dist Panchmahals
Contact Person : Mr S M Joshi, General Manager (Project) 9727792723

Saurashtra Region (2 Locations)

1. GMDC Lignite Project, Budhel, Dist Bhavnagar
Contact Person : Mr S. K. Mathur , I/c General Manager (Project) 9727792832
2. GMDC Bauxite Project, Bhatia, Taluka Kalyanpur, Dist. Jamnagar.
Contact Person : Mr D. R. Vyas , General Manager (Project) 9727792841



Format of Eligibility Criteria

Sr. No	Particulars	Details
1	Year of incorporation.	
2	Turnover in Rs for the year 2012-2013. This must be the individual Company's turnover and not that of group of Companies	
3	Turnover in Rs for the year 2013-2014. This must be the individual Company's turnover and not that of group of Companies	
4	Turnover in Rs for the year 2014-2015. This must be the individual Company's turnover and not that of group of Companies	
5	License Number of Unified License All Services (UASL) for Gujarat Region issued by Department of Telecommunication, Government of India. .	
6	Are a Self certified declaration provided form eligible bidder for that they have own nationwide high redundancy MPLS based network backbone ensuring that there is no single point of failure.	
7	Are a Self certified declaration provided form eligible bidder for that they have own Network Operating Center (NOC) for trouble shooting round the clock to ensure uninterrupted services.	
8	Are a Self certified declaration provided for eligible bidder should not have been blacklisted by any government organization / banks.	
9	Toll Free Number for The eligible bidder must have 24 X 7 help desk facility.	
10	Address of eligible bidder located at Ahmedabad / Gandhinagar .	
11	Name of Contact Person	
12	Mobile Number of Contact Person	



Format of Commercial Bid

One Time Chagres should not be more that 15 % of total bandwidth charges.

Description	Qty	Total cost inclusive of all taxes except service tax
One Time Charges for Installation and Commissioning at Ahmedabad	1	
One Time Charges for Installation and Commissioning at other locations except Ahmedabad.	16	
5 Years Bandwidth Charges at Ahmedabad @ 32 Mbps	1	
5 Years Bandwidth Charges at other locations except Ahmedabad @ 2 Mbps each link.	16	
Total charges	-	

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. Document