



Request for Proposal

**FOR
HIRING OF TWO NUMBERS**

**OF
10 MBPS (1:1) INTERNET CONNECTIONS FOR 3 YEARS**

**FROM
TWO DIFFERENT VENDORS**

**AT
GUJARAT MINERAL DEVELOPMENT CORPORATION AHMEDABAD**

E-TENDER NO. GMDC/RFP/INTERNET/01/16-17



e-TENDER NO. GMDC/RFP/ INTERNET/01/16-17

Item Description	:	Hiring of two numbers of 10 Mbps (1:1) Internet Connection from two different vendors at GMDC Corporate Office Ahmedabad for 3 Years.
Tender Fees	:	Rs. 1,000/- 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.
Contract Period	:	3 Years.
Earnest Money Deposit	:	Rs. 25,000/- (Rupees Twenty Five 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).
Availability of Tender Document		https://www.nprocure.com http://www.gmdcltd.com
Last Date & Time of down loading the tender	:	20 th February upto 11:00 Hrs
Last Date & Time of submission of Bid.	:	20 th February upto 13:00 Hrs
Last Date & Time of physical submission of Tender Fee, EMD & all necessary documents	:	20 th February upto 13:00 Hrs
Venue Date and Time of Pre bid meeting.		6 th February at 12.00 Hrs at 4 th Floor, IT department, GMDC Corporate Office Ahmedabad.
Date & Time for on-line opening of Technical Bid	:	20 th February at 16:00 Hrs
The Corporation reserves its right to reject any or all tenders or split the job between more than one Bidders without assigning any reason thereof.		



1. INTRODUCTION

Gujarat Mineral Development Corporation Limited (GMDC LTD), India's leading Mining Company and an Enterprise of Government of Gujarat is issuing this **Request for Proposal (RFP)** for hiring of two numbers of 10 Mbps (1:1) Internet Connection from two different vendors at GMDC Corporate Office Ahmedabad. The contract period will be for 3 years.

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 Tender Document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. GMDC LTD. shall at its sole discretion be entitled 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 Tender 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 Tender Document by amending, modifying and/or supplementing the same. Any amendments/modifications in the tender 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 GMDC LTD part. 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 reasonable time in which 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 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.

2.6 PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for 60 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.

2.7 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.

2.8 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.

2.9 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

3. 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 tender. 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.



4. PRE BID MEETING

- 4.1 A pre bid meeting (PBM) shall be held as per schedule date and time.
- 4.2 The bidders would be required to submit their queries to the GM (IT), GMDC in writing on or before 2 days of PBM date.
- 4.3 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.

5. TENDER FEE

5.1 Amount of Tender Fee

The bidders must submit, along with their Bids, an Tender Fee of Rupees One Thousand Only (Rs. 1,000/-), 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.

5.2 Refund of Tender Fee

Tender fee will not be refunded any circumstance.

6. EARNEST MONEY DEPOSIT (EMD)

6.1 Amount of EMD

The bidders must submit, along with their Bids, an EMD of Rupees Twenty Five Thousand Only (Rs. 25,000/-), 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 Discharge of EMD of Unsuccessful Bidder

Unsuccessful Bidder's EMD will be discharged / returned as promptly as possible by GMDC LTD.

6.3 Forfeiture of EMD

The EMD can be forfeited if a Bidder

- Withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form or
- In case of the successful Bidder, if the Bidder fails
 - a. To accept the work order.
 - b. To furnish performance guarantee.

7. Performance Guarantee

Within 15 (Fifteen) working days of the date of Letter of Intent /Work Order, the Successful Bidder shall furnish a Performance Bank Guarantee for an amount equivalent to 10% of the total cost except support cost without taxes for a period of 39 months in accordance with the conditions of the Contract, in the form of a Bank Guarantee or Demand Draft or Pay Order drawn in favor of "The Gujarat Mineral Development Corporation Limited" payable at Ahmedabad. If such Performance Guarantee is in the form of a Bank Guarantee, then it should be of any bank approved by Government of Gujarat from time to time except Co-Operative Bank in the form and manner acceptable to the GMDC.

8. No Exemption From EMD / PBG

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

9. Installation and Commissioning Period

Bidder has to install commission and establish link in all manners within 15 days from the date of letter of intent /work order.

10. Eligibility of Bidder

10.1 The bidder should have a currently valid Class “A” ISP license from Department of Telecommunications, Government of India valid for at least 3 more years.

Copy of Certificate issued by Government of India must be submitted

10.2 The bidder should have executed / executing minimum five orders for providing the Internet Connections with minimum bandwidth of 10 Mbps of each order during last three years i.e. 2013-14, 2014-15 & 2015-16.

Satisfactory certificate / completion certificate from customers must be submitted

10.3 The bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid.

Self-Declaration Form shall be submitted.

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

Provide the self certification consist of toll free number.

10.5 The bidder shall have office in Ahmedabad or Gandhinagar.

Copy of registration certificate from tax department i.e. Sale Tax, Income Tax, or Service Tax department etc should be in favour of Company Name with full address of Ahmedabad/ Gandhinagar.

11. Payment Terms

➤ 100% of one time installation cost will be made after install, commission and establish link.

One time charge shall not be more than 10% of total 3 years bandwidth charges.

➤ Bandwidth charges will be paid at the end of each quarter.

12.Scope of Work

- 12.1 GMDC intends to **hire two numbers of 10 Mbps each Dedicated Internet Connections**. Both connections will be continues in active mode.
- 12.2 The Internet connectivity links should have fully dedicated (1:1), unshared & 10 MBPS symmetric bandwidth without any compression factor. A symmetric connection means equal upload & download. The output shall be Ethernet.
- 12.3 Twenty static live IPs shall be provided by each ISP.
- 12.4 The last mile connectivity i.e. GMDC's Location and Vendor's POP should be connected through Fiber Cable or RF Link. In case of a last mile on wireless (RF) link, the contractor 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 contractor 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.
- 12.5 The bidders are 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 contractor at no extra cost to GMDC. Implying that providing, installation & configuration of all hardware and software required for implementation of services shall be sole responsibility of the contractor, up to the Ethernet point provided to the GMDC.
- 12.6 The bidder should have state-of-art Network management center 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. Bidder shall have facility of web based interface capable to provide the reports.
- 12.7 Bidder shall have capability for expandability, upgradability in terms of Bandwidth.
- 12.8 Bidder responsibility to fulfilling the security requirement as per IT-Act.
- 12.9 The last mile connectivity up to CUSTOMER premises should not be by third party.

13.PERFORMANCE MEASUREMENT

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

13.1 Uptime

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

13.2 Throughput

Minimum throughput has to be 99% of prescribed speed of each link. The throughput will be measured on a random basis in a quarter by the GMDC and it shall be acceptable by the bidder.

14.PENALTIES

14.1 Uptime Penalty

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

Uptime Quarterly Basis per Location Wise	Penalty in % of Quarterly Amount
>= 99.95	0%
> 97 to < 99.95	5%
>95 to <=97	10%
>90 to <=95	30%
>=85 to <=90	50%
<85	100%

14.2 Throughput Penalty

In case throughput falls below the guaranteed level, GMDC will impose the penalty Rs 10,000 (Rs Ten Thousand) per instance.

14.3 Late Commissioning Penalty

If contractor fails to install commission and establish link within 15 days from the date of letter of intent / work order, GMDC will impose the penalty 0.5% of total cost per week. More than 3 days will be count as one week, subject to a maximum 10% of total cost.

15. EVALUATION OF BIDS

15.1 Completeness of Bids

GMDC LTD., will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender 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.

15.2 RFP Clarifications

During Technical and Commercial evaluation of the Proposals, GMDC LTD., may, at its discretion, ask for clarifications on their proposal.

15.3 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.

15.4 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 successful 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 bidders will be able to view the price bids online on their computers after opening of price bid.

15.5 Award of Contract

GMDC will issue two offers on the basis of L1 and L2. Both offers will not be awarded to same bidder and/or same service provider. Provided L2 will agree to match of negotiated L1 price. In case of L2 is not agreeing to match price of L1 then GMDC will negotiate with L3 for matching with L1 and so on. In case of no one agreeing to match price with L1 then the decision of GMDC in this regard is final.

15.6 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.

15.7 Annulment of Award

Failure of the successful Bidder to comply with eligibility criteria, evaluation criteria and other terms and conditions set out in the Tender 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.

15.8 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.

16. DISPUTES RESOLUTION AND JURISDICTION

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

“All questions, disputes, differences and/or interpretation of agreement whatsoever, which may at any time arise between the parties to this tender and subsequent contract in connection with the tender and subsequent 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.”

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

17.FORECLOSURE

In case of any necessity due to unforeseen reasons not in control of the GMDC or successful bidder then committee comprising of representative of GMDC, successful bidder and outside expert having Technical and Financial background may be constituted and committee look after the reason / cause and analysis that work awarded is feasible to continue with existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both GMDC and successful bidder.

After study of the prevailing conditions of the contract under execution, committee may recommend to Fore Close the contract keeping in view the financial implication to both the GMDC and successful bidder. Guideline / Modality of the Foreclosure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract value of the work executed and value of work unexecuted etc.

18.FORCE MAJEURE

If Successful bidder is prevented from performing any of its obligations under the Contract due to any cause beyond the Successful bidder's reasonable control-if the Successful bidder's performance is prevented by a superior brute force,- including, without limitation, an act of God like fire, flood, explosion, earthquake, war, strike, embargo, government regulation, civil or military authority, etc., the time for that Successful bidder's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided however, that if a Successful bidder suffering a force majeure event is unable to cure that event within a mutually agreed duration, the GMDC may terminate the contract. Force majeure does not include Successful bidder's organizational issues, bankruptcy, merger and acquisition issues, solvency, etc. Force majeure event once faced shall be immediately informed to the GMDC with the details of event, it's likely effect on the contract, etc. Such information should reach to the GMDC within a period of 15 days from the time of occurrence of the event. If the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, Corporation may at its option to terminate the contract provided also that if the contract is terminated under this clause, the GMDC shall be at liberty to take over from the Successful Bidder at a price to be fixed by the GMDC, which shall be final, all acceptable deliverables in the possession of the Successful Bidder at the time of such termination or such portion thereof as the GMDC may deem fit accepting such deliverables.



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/INTERNET/01/16-17 for Internet Services.

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 1,000/-

(One 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/INTERNET/01/16-17 for Internet Services.

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 25,000/-
(Twenty Five 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, GMDC. 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 GMDC.

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

On One time charge shall not more than 10% of total cost for 3 years bandwidth cost.

Description	Cost (In Rs) all included except Service Tax
One Time Installation Cost	
Three year Bandwidth Changes for Providing of 10 Mbps Internet Connection (1:1).	
Total Cost for Providing of 10 Mbps Internet Connection (1:1) for three years.	

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.

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