



Comprehensive maintenance contract
(CMC)
for IT Network Switch (AVAYA) Support
24 x7 and warranty (OEM Partner).
System installed at GUJSAIL Complex,
Ahmedabad.

CEO,

GUJSAIL Complex,

Near Torrent Sub Station, SVIP Airport, Ahmedabad - 380 004

+ 91-079-22882000, 2075

+91-079-22858170, 8130

Email: ceo@gujsail.org

www.gujsail.gujarat.gov.in

Start Date for Tender Submission: 01-02-2018 at 11.00 Hrs.

Last Date for Tender submission: 21-02-2018 at 18:10 Hrs.

Department Name/ Officer Inviting Bids/Bid Opening Authority	:	CEO, GUJSAIL Complex, Near Torrent Sub Station, SVIP Airport, Ahmedabad -380 004 Phone: + 91-079-22882075, 2071 Fax NO: +91-079-22858170, 8130 Email: it@cadgog.org www.gujisail.gujarat.gov.in
Name of Work	:	Comprehensive maintenance contract (CMC)for IT Network Switch (AVAYA) Support 24 x7 and warranty (OEM Partner). System installed at GUJSAIL Complex, Ahmedabad.
Estimated Cost of Tender	:	Rs. 1,90,000/-

Amount Details		
Bid Document Fee	:	Rs. 1500/- in form of Demand Draft of Nationalised Bank
Bid Document Fee Payable to	:	Non-refundable by Demand Draft in favour of "Gujarat State Aviation Infrastructure Company Limited"
Bid Security /EMD (INR)	:	Rs. 20,000/-
Bid Security/ EMD in favour of	:	"(Twenty Thousand Only) by DD in favour of "Gujarat State Aviation Infrastructure Company Limited" from any Nationalised Bank.
Tender Dates		
Bid Document Downloading Start Date	:	01/02/2018 at 11.00 hrs.
Last Date & Time for Submission of Price Bid	:	21/02/2018 at 18:10 hrs
Bid Validity Period	:	90 days from opening of price bid
Submission of certain documents, etc.	:	Submission of EMD, Tender fee, Technical Bid and other Documents from 01-02-2018 at 11.00 hrs. up to 21-02-2018 at 18.10 hrs in the office of GUJSAIL
Remarks	:	Bidder shall submit their financial offer in sealed envelope Super Scribing Comprehensive maintenance contract (CMC)for IT Network Switch (AVAYA) Support 24 x7 and warranty (OEM Partner).System installed at GUJSAIL Complex, Ahmedabad. No offer after the Last Date and Time will be accepted will be outright rejected.

Tender: Comprehensive maintenance contract (CMC)for IT Network Switch (AVAYA) Support 24 x7 and warranty (OEM Partner).

Introduction

About GUJSAIL

The Gujarat state aviation infrastructure company limited (GUJSAIL). A Government of Gujarat under taking invite rates and technical details for supply and installation of existing AVAYA Switch, Wireless Controller and Access point following item in sealed envelope from the manufacturers of their authorized representatives/dealer/distributor whose having ST/TIN/GST.

INSTRUCTION TO TENDERS:

The offers are invited in two envelop system. Envelop I shall Contain technical papers, EMD Etc. and shell be marked as tender Technical offer. The Price bids should be submitted in separate envelope to the GUJSAIL within stimulated time.

The Main envelope should be strictly super subscribing “**IT Network Switch Support 24 x7 and warranty (OEM Partner)**”, without mentioning it, the bids will be stands for the rejection.

Terms and Conditions:

1. The bidder should hold a valid OEM (M/s Avaya) for Networking equipment's. Valid Documentary proof indicating that the bidder is OEM's authorized CMC provider.
2. The Agency should have office in Ahmedabad or Gandhinagar.
3. The bidder must be authorized by its OEM to quote this bid.
4. Vendor must sign and write page no. on all the papers.
5. Price should be inclusive of all freight, forwarding and installation charges.
6. Prices should be exclusive of all text. Quoted prices should be without
7. are applicable, then they must be mentioned separately.
8. Price/Bid validity will be of 90 days from the date of financial bid opening. A bid valid for shorter period shall be rejected as non-responsive.

Maintenance service:

1. Free maintenance services shall be provided by every 1 months the Bidder during the period of warranty.
2. All reports Generated Every month.
3. Every month Audit Report submitted and check status.
4. Maximum support with in 4 hours on side.
5. In case, bidder is not providing satisfactory support & doing unwarranted delay in providing warranty support, Government offices reserves right to repair the equipment at risk & cost of the bidder.

Scope of Work

1. The list of equipment's to be covered under **comprehensive maintenance** is given in Annexure-A.
2. Maintenance service shall consist of corrective maintenance and on site quarterly preventive maintenance. The party also shall clean all equipment's under CMC quarterly and submit the Preventive Maintenance Report.
3. In case of replacement of equipment's (due to non repair),the same may be replaced with the same or equivalent specification equipment. The vendor has to issue a certificate for replacement of equipment giving reasons. A copy of the certificate needs to be sent to Engineer-in-Charge of GujSail.
4. The party shall render maintenance services during 9.30 AM to 6.00 PM Monday to Saturday and, if required due to urgency/criticality for business losses, on holiday/Sundays also, without any extra charges.
5. The party shall provide the maintenance resources from 9.30 AM to 6.00 PM on all working days and holidays, (if required) to attend the problems immediately on the spot but not more than 6 Hrs of Call registered. No manpower will be required at site for daily monitoring. However boarding and lodging facility will be provide at our guest house where ever available on chargeable basis as applicable to outsiders.
6. In case an equipment / machine is being taken for servicing to their authorized service centre, the firm shall provide a stand by equipment and shall take prior permission of the Engineer-in-Charge before taking the equipment out of the site. Cost of transportation and insurance of equipment shall be borne by the firm.
7. The firm shall honor complaints logged by phone and email or any other mode of communication. Counting of downtime shall start from the time of logging the complaint and shall continue till the machine is properly repaired and a certificate to the same effect is obtained from the user.

8. The Firm has to tie up with the respective OEMs in the backend and proof of same to be furnished for all equipments /software.
9. The bidder shall submit the credentials for logging support request with the bidder directly for 24 X 7 support services on technical issues, upgrades, bug fixes etc related to hardware, in person or through remote arrangements/ Help Desk, after the contract is awarded.
10. The bidder shall submit the credentials for logging support request with the OEM directly for 24 X 7 support services on technical issues, upgrades, bug fixes etc related to hardware, in person or through remote arrangements/ Help Desk, after the contract is awarded, if for any product, support to be provided directly by OEM.
11. The firm has to maintain the SLA given in Annexure-B against the downtime.
12. The firm shall maintain all the machines satisfactorily till the end of the CMC tenure and handover all inventory in good working condition, in case the CMC is not extended or is terminated
13. LAN administration Services to be provided and remedial steps taken for the upkeep of the entire Network to achieve the network performance at the optimum level by fine tuning various parameters of different S/W and H/W.
14. Network OEM must have 24 X 7 support services on technical issues, upgrades, bug fixes etc. related to hardware, in person or through remote arrangements/ Help Desk.

The following Services are not included in the Maintenance Service:

1. Neglect or misuse, including use of the machines for purposes other than, for which they are designed.
2. Vandalism or burglary of machines designed to contain funds.
3. Alterations, including any deviation from original Machine design unless authorized by Successful Bidder.
4. Conversion from one model to another or the installation or removal of a feature whenever a party other than Successful Bidder performs any of these activities.
5. Damage caused by rodents or natural disaster.

RIGHT TO ACCEPT OR REJECT ANY PROPOSAL

GUJSAIL reserves the right to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

SECURITY DEPOSIT

The successful tenderer will be required to submit a Security Deposit of 5 % of the total contract value in the form of Account Payee Demand Draft/Pay Order/Banker's Cheque from any Indian Scheduled Commercial Bank (except Co- operative & Gramin Bank) in favour of "Gujarat State Aviation Infrastructure Company Limited " payable at Ahmedabad. Within seven days of award of contract. The Security Deposit shall be refunded on application by the contractor after the contract period without any interest.

SUBMISSION OF PROPOSAL

Bidders shall submit their Proposals on or before the last date and time for receipt of proposals mentioned in tender document. Proposals shall be submitted in two parts. The proposals should not contain any irrelevant or superfluous documents. The two parts of the Proposal should be as per following:

Part-I: Techno-Commercial bid will be opened physically on specified date and time as given in the NIT. Bidder(s) can witness physically opening of bid.

Part-II: Price bid will be opened physically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by GUJSAIL. Such bidder(s) will be intimated the date of opening of Part II Price bid, through valid email confirmed by them.

CLARIFICATIONS & AMENDMENTS OF SHORT TENDER DOCUMENT

- a) During the process of evaluation of Proposals, GUJSAIL may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed timeframe.
- b) GUJSAIL may for any reason, modify the Short Tender Document from time to time. The amendment(s) to the Short Tender Document would be clearly spelt out and the Bidders may be asked to amend their proposal due to such amendments.

EVALUATION OF PROPOSALS

The Bid will be opened as per the schedule mentioned in the SOT. GUJSAIL may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the Tender Document, a two-stage process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time. a)

Evaluation of Techno-Commercial Proposal

For evaluation of Techno-Commercial Proposal a checklist is given in Annexure – A. Vendors have to upload the scanned copies of the filled up annexure and documents as per requirement. b) **Evaluation of Price Bid**

Financial proposals of only those firms who are Techno-Commercially qualified shall be opened on the date & time specified. Hence the tenderers are advised to submit their most competitive rate as depicted in Annexure –

PERFORMANCE

GUJSAIL shall assess the agency's overall performance with respect to quality and adherence to time schedule of work done at regular interval and take a decision regarding assigning further work to it. In case the performance of the agency is found to be unsatisfactory, GUJSAIL may terminate the contract with the contractor.

CONFLICT OF INTEREST

- a) The selected Firm/Agency should provide professional, objective and impartial service and hold GUJSAIL's interest paramount.
- b) The selected Firm /Agency shall not deploy former employees who have served GUJSAIL in last six months.
- c) The selected Firm/Agency shall not downstream or outsource any part of the scope of work. However, the selected entity may engage professionals of required expertise on contractual basis.
- d) Non-disclosure of such an association will lead to termination of Agency.

TERMINATION OF CONTRACT

GUJSAIL reserves its right to terminate the contract for any reason at its absolute discretion including, but not limited to the following: -

- a) Contractor commits any material breach of the terms of this contract with GUJSAIL or if found guilty of any malpractice in the performance of the contract.
- b) In the event of unsatisfactory service or failure on the part of the contractor or if the Agency shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to him by GUJSAIL in connection with work or shall contravene the provisions of the contract, GUJSAIL shall have the option to declare the contract as cancelled and may get the work executed by any alternate sources at the Contractor' risk and cost.

In such event the contractor shall have no claims whatsoever against GUJSAIL in consequence of such termination of the contract. The decision of

GUJSAIL in terminating the contract will be final and binding on the contractor.

- c) In the event of Termination of contract, Security Deposit shall be forfeited and Contractor shall not have any claim in this regard.

SUBLETTING OF CONTRACT

The Contractor shall not assign and or sub-let contract or any part thereof or any benefit or interest therein or there-under without the prior written consent of GUJSAIL Ltd., and such consent shall not relieve the Contractor from any liability or obligation under the contract and it shall be fully responsible for the acts/defaults and neglects of its agents, servants or workmen as if they were the acts, defaults or neglects of the Contractor/vendor.

FORECLOSURE OF CONTRACT

GUJSAIL shall have the right to foreclose the Contract at any time during the tenure of the contract without assigning any reasons whatsoever by giving notice of at least thirty days to the contractor of its intention to do so, without any claim of damages by the Contractor. The Agency may also foreclose the contract by giving at least three months advance notice to GUJSAIL without assigning any reasons.

PENALTY

- a) In case of failure on the part of Agency to deliver the services within the required time , the Agency shall be liable to bear the charges as mentioned below:
- a Rs.500/- Per day
 - b If the problem will not be resolved more than 3 or 4 days then the 05% of the total contract value shall be deducted. Such failure may also call for termination of the contract.

FRAUD & CORRUPTION

It is required that the Bidders submitting Proposal and Agency selected through this Tender Document must observe the highest standards of ethics during the process of selection and during the performance and execution of the Work Order.

For this purpose, definitions of the terms are set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of GUJSAIL or its personnel in Work Order executions.
- b) "Fraudulent practice" means a misrepresentation of facts, in order to influence an selection process or the execution of a Work Order, and includes

collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive GUJSAIL of the benefits of free and open competition.

- c) "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.
- d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of the Work Order.
- e) GUJSAIL will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- f) GUJSAIL will declare a Firm/Agency ineligible, either indefinitely or for a stated period of time, for awarding the Work Order, if it at any time determines that Firm/Agency has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Work Order.

JURISDICTION

- a) The contract for the CMC system and other allied systems shall be governed and interpreted in accordance with the Laws of India. The court at Ahmedabad shall have exclusive jurisdiction to entertain and try any matters arising out of the contract.
- b) If either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz, acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, blockage, sabotages, riots, fire, floods, earthquake, explosions, epidemics, strike and lawful lockout, then provided Notice of happening of any such eventually is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the Force Majeure, the period of Force Majeure shall be excluded accordingly. If Force Majeure even(s) continue beyond the period of three months, the parties shall hold consultation to take the further course of action. Neither party can claim any compensation from the other party on account of Force Majeure.

ARBITRATION

Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement shall be settled between GUJSAIL and the Agency amicably. If however, GUJSAIL and the Agency are not able to resolve their dispute/differences amicably as aforesaid the said dispute/differences shall be settled through the process of Arbitration of a Sole Arbitrator to be appointed/ nominated by the CEO of GUJSAIL Ltd. The venue of such Arbitration proceedings shall be at the Regd. Office of GUJSAIL at Ahmedabad and the costs of Arbitration shall be borne equally by the parties. The language of Arbitration shall be English. The provisions of the Arbitration conciliation Act 1996 and the Rules framed more under or any amendment here to shall apply to such Arbitration proceedings. The award of the sole Arbitrator shall be binding all the parties. During the pendency of the Conciliation or Arbitration proceedings both the parties (i.e. the Agency and GUJSAIL) shall continue to perform their obligations as per Agreement.

Parties to this agreement agree for the exclusive jurisdiction of court of Ahmedabad (with exclusion of all other court) for all matter of dispute.

**Check list for submission of documents to be filled and uploaded
AMC\CMC- Techno Commercial-Bid**

Sl. No	Items	Information/inputs to be filled by
1.	Name and address of the agency, telephone number, fax, mobile number, e-mail address	
2.	Experience in the field of IT Business in nature to the AMC \ CMC work. (please furnish)	_____ years
3.	Type of organization (Whether Proprietorship, Partnership, Private Limited, Public Limited Company) (Please furnish documents/evidence)	
5.	24 hour helpline numbers	
	Annual Turnover for the 3 years 2014-15 2015-16 2016-2017 (Please furnish documentary evidence) Experience of similar work in the field during the last four	
8.	GST No. (Please upload & furnish a copy of registration)	
9.	Income Tax Permanent Account No. (Please upload and furnish copy of PAN Card)	
10.	Year of Establishment	
11.	Nos. of Customer in the Government/PSU/Corporation (Proof must be enclosed)	
12.	Nos. of Private Company Customer (Proof must be enclosed)	

- a) GUJSAIL may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.
- b) For verification of information submitted by the Bidders, the Committee may visit Bidder's offices at its own cost. The Bidders shall provide all the necessary documents, samples and reference information as desired by the

Committee. The Bidders shall also assist the Committee in getting relevant information from the Bidders references, if desired.

- c) Only Techno-Commercially Qualified Proposals shall be considered for Price-Bid opening.

Annexure-A

Sr. No	Material Description	Model	Serial Number
1	AVAYA SWITCH	4850 GTS-PWR+	12JP275H710E
2		4826 GTS-PWR+	12JP313H802C
3	AVAYA WIFI ROUTER	8180	LBNNTMJPA00WK
4	AVAYA SWITCH	5632FD	LBNNTMJPW505D2
5	AVAYA SWITCH	5632FD	LBNNTMJPW505CX
6	AVAYA SWITCH	7008XT- MDA	12JP152V1092
7	AVAYA SWITCH	7008XT- MDA	12JP152V1099
8	AVAYA SWITCH	4850 GTS	12JP240H5061
9	AVAYA SWITCH	4850 GTS	12JP240H506V
10	AVAYA SWITCH	4850 GTS	12JP240H505Y
11	AVAYA SWITCH	4826 GTS	12JP243H603H
12	AVAYA SWITCH	48276GTS	12JP243H6032
13	AVAYA SWITCH	4826 GTS-PWR+	12JP313H800L
14	AVAYA AP	WLAN AP 8120	58:16:26:B0:6F:E0(Mac Add)
15	AVAYA AP	WLAN AP 8120	58:16:26:B0:70:A0(Mac Add)
16	AVAYA AP	WLAN AP 8120	58:16:26:B0:78:00(Mac Add)
17	AVAYA AP	WLAN AP 8120	58:16:26:B0:78:A0(Mac Add)
18	AVAYA AP	WLAN AP 8120	58:16:26:B0:88:60(Mac Add)
19	AVAYA AP	WLAN AP 8120	58:16:26:B0:A6:80(Mac Add)

Price Bid

Annexure-B

SLA to be maintained Location/Site Wise:-

S. No.	Components	SLA	Level	Value	Remarks	Penalty On Level
1.	Switches	Uptime	I	99.90 %	$A = ((Tsh - Tud) * 100) / Tsh$	0.05% per hour to a ceiling of 10% of Total contract value

Price quoted by the bidder : Rs. _____ (In Word)

Note:

A: Availability (percent)

Tsh: Total Service Hours

Tud: Unscheduled Downtime (hours)

Service Hours are the standard service hours of 24 hours, 7 days/week minus Scheduled Downtime. **Total Service Hours** are all the Service Hours in the calendar month

Unscheduled Downtime is where the Production Infrastructure is unavailable during Service Hours and outside the Scheduled Downtime.

Terms:

- 1) Price are quoted without all taxes.
- 2) The payment will be released on quarterly basis to the selected bidder in advance for the respective months.
- 3) The above contract is CMC. The bidder has to replace the all non working equipment and non reparable.
- 4) The side period will be extended for another one year with on increment of 10 % in the previous quoted amount.
- 5) The selected bidder shall organization a tinning session for the concerned staff of GUJSAIL on quarterly basis during the CMC period.

Marking Pattern

Sr. No.	Particular	Criteria	Mark
1	Experience in the IT Field	More than 10 years	15
		5 to 10 yrs.	10
		1 to 5 yrs.	05
2	Experience of the installation , CMC of the AVAYA Switch.	More than 10 years	15
		5 to 10 yrs.	10
		1 to 5 yrs.	05
3	Technical Staffs	More than 10	20
		8 to 10	15
		5 to 7	10
		1 to 4	05
4	Experience in the Government Sector in last three years	More than 5 companies	10
		Less than 5 companies	05
5	Gold Partner	Yes	10
		No	0
6	ISO Certificate	Yes	10
		No	0
7	Last three-year aggregate turnover of Rs. 10 CR	More then 10 CR	10
		Less then 10 CR	5
8	Appreciation Certificate	More than 5	10
		Less than 5	05

Note: A bidder should met the 70% marks out of 100 marks for qualifying in the technical section. The financial bids will be opened only those bidder who will have successfully quality the technical stage.