Request for Proposal

SUPPLY, INSTALLATION AND COMMISSIONING OF PRIVATE CLOUD SETUP AT INFLIBNET, GANDHINAGAR

TENDER NO. INF/PUR/CLOUD-SETUP/2019-20

Information and Library Network Centre
सूचना एवं पुस्तकालय नेटवर्क केन्द्र
An Autonomous Inter-University Centre of UGC
विश्वविद्यालय अनुदान आयोग का स्वायत्त अंतर विश्वविद्यालय केन्द्र
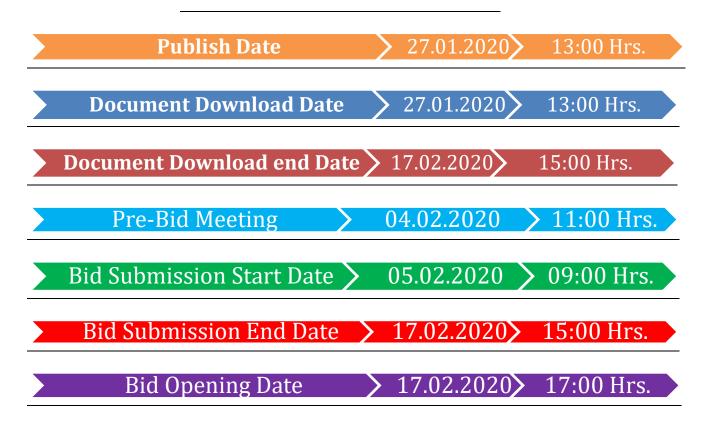Gandhinagar / गांधीनगर

Contact person:

For Technical query:	For Commercial query:
Mr.Abhishek Kumar, Sci- D (CS)/ Mr.Raja V. Sci-B (CS) Email:abhishek[at]inflibnet[dot]ac[dot]in/ raja[at]inflibnet[dot]ac[dot]in Tel : 079-23268280/8325	Mr. Shyam T Yadav, I/C – (P&S) shyam[at]inflibnet[dot]ac[dot]in Tel: +91 79 23268143

(During office hours 9.30am to 6.00pm (Mon-Fri)

BID INFORMATION

Sl. No.	BID-DATA SHEET	
1.	Tender Number	No. INF/PUR/CLOUD-SETUP/2019-20
2.	Estimated Cost of Tender	Rs.20.00 Lakhs.
3.	Bid validity	60 days
4.	Issue of Tender Forms	Tender Forms can be Downloaded from the INFLIBNET's website: www.inflibnet.ac.in and Central Public Procurement Portal (CPPP) www.eprocure.gov.in
5.	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person.
6.	Bid security/ Earnest Money Deposit (EMD)	Rs. 50,000/- (Rupees Fifty thousand only)

IMPORTANT DATES

Publish Date	27.01.2020	13:00 Hrs.
Document Download Date	27.01.2020	13:00 Hrs.
Document Download end Date	17.02.2020	15:00 Hrs.
Pre-Bid Meeting	04.02.2020	11:00 Hrs.
Bid Submission Start Date	05.02.2020	09:00 Hrs.
Bid Submission End Date	17.02.2020	15:00 Hrs.
Bid Opening Date	17.02.2020	17:00 Hrs.

Contents of Tender Document

CHAPTER –1

INTRODUCTION

*The Information and Library Network Centre (here after will be referred as INFLIBNET), is an autonomous Inter University Centre of the University Grants Commission, MHRD, New Delhi.   Sealed bids on behalf of Director, INFLIBNET Centre are invited **for Supply Installation and Commissioning of Private Cloud Setup at INFLIBNET Centre, Gandhinagar** from bonafide, resourceful and reliable OEM/Bidders only as per terms and conditions attached.*

Tender document and further amendments can downloaded from the INFLIBNET Centre's website www.inflibnet.ac.in or Central Public Procurement Portal (CPPP), Govt. of India website www.eprocure.gov.in and submit the same to INFLIBNET CENTRE on or before due date of tender.

OEM/Bidder is expected to examine all instructions, forms, terms & conditions, and specification in the bidding document. Failure to furnish all information prescribed in the bidding documents or submission of bids not substantially responsive to the bidding documents in every respect may result in the rejection of the bid. OEM/Bidder must submit the technical and financial bid in prescribed format without ANY deviation.

GENERAL INSTRUCTION FOR BIDDER/OEM'S

2.1 Eligibility Criteria: The INFLIBNET Centre has set up **minimum eligibility criteria as mentioned at Annexure – T-I-A and Mandatory Technical requirement at Annexure T-I-B for the bidding purpose.** All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the proposal as mentioned in Annexure T-I-A & T-I-B, failing which their bids will be summarily rejected and will not be considered any further.

2.2 Bid Validity: For the purpose of placing the order, the proposals shall remain valid till 90 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, INFLIBNET may ask for extension of the period of validity and such a request shall be binding on Bidders/OEMs. INFLIBNET's request and the response to such a request by various Bidder/OEMs shall be in writing. Bidders/OEM agreeing to such an extension will not be permitted to increase its rates.

2.3 Pre Bid Meeting: The Pre-Bid Meeting will be held on 04/02/2020 at 11:00 Hrs. at the premises of INFLIBNET. Only the queries received within the stipulated date prior to the pre-bid meeting will be answered. Bidders/OEM can end their queries to:

For Technical query:
Mr. Abhishek Kumar, Sci- C (CS)/ Mr. Raja V. Sci-B (CS)
Email:abhishek@inflibnet.ac.in/ raja@inflibnet.ac.in
Tel : 079-23268280/8325
[During office hours 9.30am to 6.00pm (Mon-Fri)]

For Commercial and general query:
Shri Shyam T Yadav, In-Charge (Stores & Purchase)
Email : shyam[at]inflibnet[dot]ac[dot]in
Tel: 079-23268143 [During office hours 9.30am to 6.00pm (Mon-Fri)]

The Bidder/OEM is expected to have visited the site before pre-bid meeting or submitting tender documents so as to have a fair idea of the requirement. The costs incurred by the Bidder/OEMs in making this offer, in providing clarification or attending discussion, conferences or site visits will not be reimbursed by INFLIBNET.

The pre-bid meeting amendments as well as other amendments/corrigendum related to tender can be downloaded from the INFLIBNET website (www.inflibnet.ac.in) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in)

2.4 Earnest Money Deposit (EMD): The interested Bidder/OEM may put the tender document complete in all respects along with mandatory Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty thousand Only) in the form of Demand draft / Banker's Cheque / Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre, Gandhinagar" payable at Gandhinagar.

The bid securities of the unsuccessful Bidder/OEM shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the purchase order. No interest shall be payable by the Centre on EMD. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

In exceptional circumstances, INFLIBNET Centre may solicit Bidder/OEM's/ OEM's consent to an extension of the period of validity. The request and the responses thereto shall be

made in writing. The Bid security shall also be suitably extended. Granting of extension in period of validity does not permit the Bidder/OEM to modify his/her bid.

Exemption in EMD will only be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.

2.5 Forfeiture of EMD :EMD made by Bidder/OEM may be forfeited under the following conditions:

2.5.1 Accept the work order along with the terms and conditions.
2.5.2 Furnish performance security.
2.5.3 Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
2.5.4 Submitting false/misleading information/declaration/documents/proof/etc. The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder/OEM will be deferred from participating in any job.
2.5.5 In the event of the successful Bidder/OEM failing to comply with any provision of the contract.
2.5.6 If Bidder/OEM withdraw the proposal before the expiry of validity period.
2.5.7 During the evaluation process, if a Bidder/OEM indulges in any such activity as would jeopardize the process.
2.5.8 If Bidder/OEM violates any of the provisions of the terms and conditions of the proposal.

The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

2.6 Submission of Bid: The Bidder/OEM has to submit proposal/bid under two bid system i.e. Envelope –1 - Technical Bid and Envelope – 2 - Financial Bid. The interested Bidder/OEMs are advised to submit two separate sealed envelopes super scribing "Technical Bids" and "Financial Bids". Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed suprescribed **"Supply Installation and Commissioning of Private Cloud Setup at INFLIBNET Centre"** to the INFLIBNET Centre, INFOCITY, Gandhinagar. And also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 17.02.2020 at 1500 Hrs.

The Bidder/OEM will have to ensure that the bid documents is available as physical copy at the Centre before last date.

Bid may be submitted in the following manner:

2.6.1 **Envelop No. 1:** Shall contain all the information and documents in the same serial order as shown in the Pre-qualification criteria Annexure T-I-A and Mandatory Technical requirement Annexure T-I-B. The complete document should be numbered chronologically. On the top of envelope must be suprescribed **"Technical Bid for Private Cloud Setup"**. It shall also contain the bid EMD.
2.6.2 **Envelop No.2:** Shall contain the rates/prices of the Services / items duly filled in Chapter-6 (F-I) and signed and stamped. On the top of envelope must be suprescribed **"Price Bid for Private Cloud Setup".**
2.6.3 **Envelop No.3:** All the envelopes must be suprescribed **"Bid for Supply Installation and Commissioning of Private Cloud Setup at INFLIBNET Centre"** with due date and time and shall be sealed in third envelope of bigger size addressed to The In-charge - (P&S), INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007. The Tender must reach on or before 17/02/2020 at 1500 Hrs. OR deposited/ dropped in the tender Box placed in the security cabin.

2.6.4 Due to unforeseen circumstances, if the tender is not opened on the stipulated date, the same will be opened on the next working day at the same time. INFLIBNE Centre will not be responsible for any postal delay.

2.6.5 All the envelopes shall indicate the name and address of the Bidder/OEM along with the contact no. to enable the bid to be returned, if required.

2.6.6 Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.

2.6.7 Any incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder/OEM and shall not be evaluated.

2.6.8 The bid shall be written in English only.

2.6.9 No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly, otherwise the bid is likely to be rejected. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.

2.6.10 Each Bidder/OEM shall submit only one bid. A Bidder/OEM who submits or participates in more than One Bid (other than as a sub Bidder/OEM or in case of alternatives that have been permitted or Requested) will cause all the proposals with the Bidder/OEM's participation to be disqualified.

2.6.11 In case office is closed on bid opening date due to some reason, the last date and time will automatically shifted to the next working day.

2.7 Performance Security Deposit: The successful Bidder/OEM shall have to deposit a Performance Security Deposit of the 10 % of the total amount of work order immediately on receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/ Banker's Cheque/ Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar. The performance security deposit should be valid for sixty days beyond the expiry of warranty/support period (60 months = 5 years + 2 Months).

2.8 TIME SCHEDULE FOR DELIVERY & INSTALLATION: All activities leading to the commissioning as per Scope of Work Chapter - 4 of the tender and issued order to be completed within two (2) weeks from the date of commencement. **Date of commencement shall be either one-week from the date of issued work order or the day on which the Bidder/OEM will take possession of site, whichever is earlier.**

2.9 Liquidated Damage: The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/ time, liquidated damage may be imposed on the Bidder/OEM for sum not less than 0.5% of the contract value for that item/ job for each week or part thereof, subject to a ceiling of 5 % of the total contract value/tender amount (including all taxes & duties and other charges). In the event of LD exceeds 5 % of the order value, INFLIBNET reserves the right to terminate the contract and INFLIBNET will get the job completed by any other competent party. The difference of cost incurred by INFLIBNET will be recovered from the Bidder/OEM.

2.10 Virtual completion: The virtual date of completion will be the date on which the work is completed in all respects as laid out in the contract and performance of the system accepted by the concerned officers of the INFLIBNET.

2.11 Warranty/ Support: As per the contract

2.12 Penalty for delay in service during warranty/support period of three Years: During the warranty/ support, all care shall be taken by the Bidder/OEM so that the downtime of the system is kept minimum, and in any case, not more than the allowed time for attending to repairs is consumed. Any defects shall be repaired/solved within 48 hours from the time of reporting a complaint in writing (complaints through SMS, e-mails, fax etc. shall also be

treated as complain in writing). Any defects in any supplied items/software leading to complete breakdown of the system, shall be repaired/solved within 24 working hours from the time of reporting complaint in writing. Any defects/ problems associated with the software shall be attended to immediately, but not later than 24 hours from the time of the problem being noticed/ reported. If the down time exceeds the above mentioned period, penal recovery shall be made from the Performance Bank Guarantee or payments due to the Bidder/OEM at the following rates:

- 1-7 days excluding date of lodging of complaint : Rs. 200/= per day
- From 8th day to 30 days : Rs. 300/= per day
- More than 30 days : Rs. 500/= per day

2.13 Terms of Payment:

2.13.1 100 % payment will be released to the Bidder/OEM after successful completion of the supply/delivery, successful installation and submission of performance bank guarantee subject to issue of Final Acceptance Certificate, by e-transfer through RTGS/ NIFT. No advance payment will be made. The Bidder/OEMs should provide their bank details duly signed by authorized signatories at attached Annexure - III.

2.13.2 Format of invoice is as per INFLIBNET (i.e. Tax invoice as per GST rules clearly indicating Tax registration number, Service Classification, GST number of both parties, rate and amount of Tax shown separately). The terms of such invoice(s) is that they shall be payable as per the rates submitted, negotiated (if applicable) and agreed by both.

2.13.3 The Centre will deduct Income tax (TDS) at source at the prevailing rates.

2.13.4 All Taxes as per applicable rules at time to time will be deducted at applicable rates from all payments made by INFLIBNET Centre. Necessary TDS certificate will be issued by the Centre.

2.13.5 No claim for interest will be entertained by the Centre in respect of any payment/deport which will be held with the Centre due to dispute between the Centre & Bidder/OEM or due to Admin delay for the reasons beyond the control of the Centre.

2.13.6 The INFLIBNET will not pay for any insurance charges against loss or damage incidental to manufacturer or acquisition, transportation, storage and delivery etc.

2.13.7 During the existence of Contract, no increase in rates will be allowed.

2.14 Price Bid:
The Price Rates should be quoted separately for each items/section respectively in Annexure F-I. The price bids shall be opened on the scheduled time and date at INFLIBNET Centre, Infocity, Gandhinagar, in the presence of the representatives of the Bidder/OEM, if any, who wish to be present on the spot at that time.

2.14.1 The Price Bid should be as per Performa given in the tender documents at Annexure- F-I. Any conditions given in the price bid may cause rejection of Bid.

2.14.2 The prices should be quoted in Indian Rupees.

2.14.3 The rates to be quoted should be in figure as well as in words. (in case of dispute rates quoted in words shall be deemed to be correct)

2.14.4 The entire work to be handled will be as single turn-key project and the total cost of the project will be calculated as a whole project. The price quoted should be included in the delivery, installation, training charges, warrantee (if any) etc.

2.15 Bid Evaluation Criteria & Award Criteria:

2.15.1 After the opening of the technical bid, the same will be evaluated by a committee, In case the committee decides for seeking further information/clarification, the same shall be provided by the Bidder/OEM. Those bids which will be technically qualified as per pre-qualification criteria Annexure-T-I-A and mandatory technical requirement Annexure – T-I-B, and completed in all aspects with all Annexures (T-I to T-XI) and meeting the requirements as specified in Chapter - 4, the financial bid of such qualified Bidder/OEMs will be opened on a specified date and time by the committee. The date and time of opening of financial bids will be intimated to the Bidder/OEMs well in advance through phone/email. The Bidder/OEM is at liberty to be present either in-person or authorizes, not more than one representative, to be present at the time of opening of the financial bid.

2.15.2 In case it is found that the Bidder/OEM has not quot ed as per the requirement for any specified item that bid shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder/OEM and shall not be evaluated.

2.15.3 Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder/OEM and shall not be evaluated.

2.15.4 The contract will be awarded for technically suitable lowest evaluated Bidder/OEM whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates. The Competent authority of INFLIBNET shall decide about the Bidder/OEM to which the offer shall be granted based on the report of the past performance of the firm, and length of experience etc. the decision of the Competent Authority of INFLIBNET shall be final.

2.15.5 The competent Authority of INFLIBNET is not bound to accept the lowest tender or any tender if found any technical discrepancies in the tender. The Authority reserves the right of accepting the whole or any part of the tender. The decision of the Authority in this regard shall be final and binding on the firm.

2.16 Amendment of Bid Document: At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the INFLIBNET website (www.inflibnet.ac.in) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in). The Corrigendum shall be binding on all Bidder/OEMs and will form part of the bid documents.

2.17 Enforcement of Terms: The failure of either party to enforce at any time, any of the provision of this contract or any rights in respect thereto, or to exercise any option here in provided, shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

2.18 INFLIBNET Right to reject any or all bids: The competent Authority of INFLIBNET reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected Bidder/OEM's or any obligation to inform the affected Bidder/OEM's of the grounds for such decision.

2.18.1 The Director, INFLIBNET reserves the right to terminate the contract without assigning any reason by giving a notice of one month to the Tenderer at any point of time during the period of the contract.

2.18.2 The competent Authority of the INFLIBNET reserves the right to annul bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful Bidder/OEM.

2.18.3 INFLIBNET reserves the right to vary/alter/amend the eligibility criteria for the Bidder/OEM at any time, in its discretion, before the last date of submission of proposals.

2.18.4 By acceptance of this document, the recipient agree that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and INFLIBNET reserves the right at any fame and without advance notice, to change the procedure for the selection of Bidder/OEM.

2.19 Resolution of Disputes:

2.19.1 If any dispute arises between the Parties, hereto, during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement, or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as

one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.

2.19.2 In the case of such failure, the dispute shall be referred to a sole arbitrator or in case of disagreement, as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.

2.19.3 The place of the arbitration shall be Ahmedabad/Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.

2.19.4 The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.

2.19.5 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

2.20 Suspension of Work: INFLIBNET shall have the power at any time, and from time to time, by notice to the Bidder/OEM to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the Bidder/OEM shall forthwith suspend further progress of the work until further notice from INFLIBNET. The Bidder/OEM shall recommence work immediately after receiving a notice to do so from INFLIBNET.

2.21 Termination of the Contract: The contract may be curtailed/terminated before the contract period, inter alia owing to deficiency in services or substandard quality of services by the empanelled agency etc. as may be specified in the contract to be signed between the parties. The INFLIBNET, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Bidder/OEM with or without assigning any reasons. Where a contract terminated by INFLIBNET on account of the committed by the agency, it shall have the right to award the contract to any other agency at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by INFLIBNET from his Security deposit or pending bill or by raising a separate claim.

2.22 Relaxation of Terms and Conditions: The Director, INFLIBNET is empowered to relax any term or condition mentioned herein.

2.23 Agreement: The successful Bidder/OEM shall execute an agreement on non-judicial stamp paper with INFLIBNET Centre immediately after receipt of order in accordance with the standard format enclosed (Annexure – C-I).

2.24 Disclaimer: The near relatives of employees of the INFLIBNET are prohibited from participation in this tender.

2.25 Splitting of the contract and Curtailment of Work: INFLIBNET reserve the right to split up and distribute the work among the successful Bidder/OEMs and to curtail any item of work in the schedule partly or fully.

2.26 Indemnity Bond:

2.26.1 The Bidder/OEM shall keep INFLIBNET CENTRE and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the Bidder/OEM.

2.26.2 During the performance of the contract, if the person(s) of THE BIDDER/OEM meet with any accident which results into the death or injuries to the person(s) of THE BIDDER/OEM or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of THE BIDDER/OEM only. INFLIBNET will not be responsible in any way.

2.26.3 THE BIDDER/OEM shall follow all the regulations of Government of Gujarat and Government of India. THE BIDDER/OEM shall have any and all responsibilities of all the person(s) employed for the performance of the contract.

2.27 Compensation for delay: The tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever

the cause of delays may be including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the INFLIBNET shall not be liable for any claim in respect thereof. The INFLIBNET does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

2.28 Extension of time: If the Bidder/OEMs desire any extension of time for completion of work on grounds of there having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrances. Such application shall contain complete details of hindrances, which hindered the Bidder/OEMs in the execution of the work. If in the opinion of INFLIBNET's Engineer / Officials, works be delayed by force majeure such as (a) war / hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons. If any such extension of time is granted by the INFLIBNET, the extension of time will be given without prejudice to INFLIBNET's right to recover liquidated damages or compensation under the relevant contract clause and no extra claim will be paid by the INFLIBNET whatsoever on account of delay or idle labour/machinery.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Special Terms & Conditions of Contract

2.1   Conditions of Contract

2.1.1 The successful OEM / Bidder shall not transfer the contract to any other person/firm/agency in any manner. The OEM / Bidder shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.

2.1.2 Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observation contained herein.

2.1.3 This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirement.

2.1.4 The proposal and all correspondence and documents shall be written in English. All proposals and accompanying document received within the stipulated times shall become the property of INFLIBNET and will not be returned.

2.1.5 By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of INFLIBNET. INFLIBNET and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiation or the due diligence process prior to the signing of any binding agreement.

2.1.6 The Service providers shall comply with and abide by such directions that INFLIBNET may issue from time to time.

2.1.7 The OEM/Bidder will be bound by the details furnished by him/ her to INFLIBNET while submitting the tender or at subsequent stage. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

2.1.8 The contractors/ agency's personnel shall follow and adhere to all procedures and processer as laid down by INFLIBNET.

2.1.9 The contractors/ agency shall adhere and pay all contributions, subscriptions, premium, fee and dues to stator norms as per the low and as stipulated by INFLIBNET and this includes Contract Labour (Regulation and abolition)

2.1.10 In case, the service provider fails to comply with any statutory/ taxation liability under appropriate law , and as a result thereof the INFLIBNET is put to any loss/ obligation, monetary or otherwise, the INFLIBNET will be entitled to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the service provider to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.

2.1.11 INFLIBNET may seek such clarification/ information/ document as may be required for it to satisfy the eligibility of the OEM/Bidders. Failure on the part of the OEM/Bidder to submit such information within the stipulated time, may entail cancellation of the bid of such OEM/Bidder.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between INFLIBNET and the outsourced Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Scope of Work

Scope of Work for Supply Installation and Commissioning of Private Cloud Setup at INFLIBNET Centre, Gandhinagar

1. Supply, integration, commissioning and testing of private cloud at Information and Library Network Centre, Gandhinagar (hereafter referred as INFLIBNET) on existing infrastructure as mentioned in appendix-I

2. The proposed software solution (not HCI) must be installed in existing hardware (appendix-I) which is available at INFLIBNET Centre.

3. Bidder should be able to provide on-site support to maintain the cloud infrastructure at INFLIBNET Centre.

4. All software licenses must be perpetual in nature.

5. INFLIBNET Centre is an academic institution, An IUC of UGC, MHRD, Govt of India hence, bidder must offer academic pricing wherever it is applicable.

6. All necessary software & firmware upgrades must be provided free of cost and immediately on release of the upgrades during the entire warranty / maintenance / support period.

7. The bidder must install and test the cloud computing system and provide necessary demonstrations/training as per the details to designated employees of the Centre

8. All necessary cables and any other accessories required for the installation must be supplied by the bidder.

9. Bidder must visit existing Datacenter of the INFLIBNET and make sure the bidding components must comply with existing infrastructure before pre-bid meeting. Bidder must submit the Site Survey report along with technical bid with listing of missing hardware components (if any) as discussed in the pre-bid meeting.

10. Any additional software (with licence) and hardware necessary for installation of the supplied solution as per requirements specified in the tender must be provided by the bidder and quoted as part of the bid submitted against this tender, regardless of whether they have been specified explicitly in the tender or not. In case of such additional components bill of material and their features & justification should be made part of technical and prices should be mentioned in financial bid only.

11. Delivery of the system will have to be made at INFLIBNET Centre, Gandhinagar.

12. The bidder should agree to support the provided solution for minimum five years period, which may be extended further as per the requirement of the Centre's on same terms, condition and rates of the original Contract/ Signing of agreement, if the performance/services is found satisfactory in the discretion of INFLIBNET, Gandhinagar. The Centre reserves the right to curtail or extend the validity of Contract.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Existing Servers which can be utilized for establishing private cloud

Make/ Model	No Of CPUs	CPU Speed in GHz	No Of Cores	Total RAM	Type/Speed of RAM	Total HDD (RAW)	HDD Type/Speed	N/W interface Type/ Speed
HP Proliant DL380 Gen 10	2	2.1	18 x 2 = 36	32 x 4 =128GB	2400 Mhz	1.2 x 4 =4.8TB	12Gbps	1Gbps x 4
DELL PowerEdge R630	2	2.6	12 x 2 = 24	16 x 4 =64GB	2133Mhz	1.2 x 4 =4.8 TB	6Gbps	1Gbps x 2
DELL PowerEdge R740	2	2.1	12 x 2 = 24	32 x 4 =128GB	2400Mhz	1.2 x 4 =4.8TB	12Gbps	1Gbps x 4

Existing SAN Storage details;

Sr No	Specification /Make	Quantity
1	DELL MD3820i	1
2	12Gb HD-Mini to HD-Mini SAS Cable 2M	2
3	Power Supply, AC 600W, Redundant	2
4	LSI 12Gb SAS 9300-8e HBA, Dual Port	1
5	Controller, 10G iSCSI, 2U MD38 xxI, 8G Cache	2
6	1.2TB 10K RPM SAS 2.5in Hot-plug Hard Drive	12
7	Hard Drive Blank Filler 2.5	12

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Part A (Pre-Qualification Criteria)

सूचना एवं पुस्तकालय नेटवर्क केन्द्र / Information and Library Network Centre
(Tender No.INF/PUR/CLOUD-SETUP/2019-20

The INFLIBNET has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the bid as mentioned in Annexure T-I-A, failing which their bids will be summarily rejected and will not be considered any further.

Mention Page Numbers

Sr. No	Pre-qualification criteria	Documents to be provided	Attached (Y/N)	Page No.
1.	The OEM /Bidder must be a registered as Company Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the same business continuously engaged for this service/business at least in last 3 years.	I. Certificate of Commencement of business I. Certificate consequent to change of name, if applicable		
2.	The Bidder/OEM should have successfully Supply Installation and Commissioning of Private Cloud Setup at Government clients/ Autonomous Bodies/ universities/ Deemed universities to be universities Public sector etc. in India. i. Three similar work whose values is not less than 7.00 lakh each of the estimated cost or ii. Two similar works whose individual value is not less than 14.00 Lakhs each of the estimated cost or iii. One similar work whose value is not less than 21.00 Lakhs of the estimated cost	The details of such institutions and the cost with name of equipment also be supplied with the standard format enclosed (annexure – VIII) with Work/Purchase orders and Completion certificates issued by the client should be enclosed.		
3.	The Bidder/OEM have annual turnover of at least 25 Lakhs in each last three financial year.	The details of such turnover with the standard format enclosed (Annexure - VIII) with audited balance sheets/ P&L account and Income Tax Return certificates for the last 3 financial year.		
4.	Earnest Money Deposit (EMD) of Rs.50,000/-.	Attached with technical bid.		

5.	OEM's / Bidder/OEM's Details	As Annexure - II (standard prescribed format)		
6.	Bank details	As Annexure - III (standard prescribed format)		
7.	OEM / Bidder/OEM Bid form	As Annexure - IV (standard prescribed format)		
8.	Declaration of Bidder/OEM	As Annexure - V (standard prescribed format)		
9.	Manufacturer's Authorization Form	As Annexure - VI (standard prescribed format)		
10.	Undertaking and Warranty declaration Form.	As Annexure - VII (standard prescribed format)		
11.	Details of works of Similar Nature	As Annexure - VIII (standard prescribed format)		
12.	Declaration of blacklisting/Non Blacklisting	As Annexure - IX (standard prescribed format)		
13.	Financial Capability of Bidder/OEM	As Annexure - X (standard prescribed format)		
14.	Details of Firm's Experience of Similar Services	As Annexure - XI (standard prescribed format)		

Note:

- Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between Bidder/OEM specification and supporting documents etc. may lead to rejection of the bid.

- Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black listing of the Bidder/OEM, if prima-facie it appears that the information in the compliance statement was given with a mala fide /fraudulent intent.

- The INFLIBNET reserves the right to enquire about the authenticity of information provided.

Date :_____

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

Company Rubber Stamp :_____

Part B (Mandatory Technical Requirements)

The INFLIBNET has set up following mandatory technical requirement to qualify for the next level of evaluation for Supply, Installation and Commissioning of Private Cloud Setup at INFLIBNET Centre, Gandhinagar. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the bid as mentioned in Annexure T-I-B, failing which their bids will be summarily rejected and will not be considered any further.

Sr. No	Specifications for Server Virtualization Platform	Compliance (Yes / No)	Tech. Documt. Page No
1	Virtualization software shall provide a Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS for greater reliability and security.		
2	Virtualization software shall be certified with heterogeneous guest Operating systems like Windows client, Windows Server, Linux (Red Hat, SUSE, Ubuntu, CentOS), Solaris x86 - all of these.		
3	Virtualization software shall have the native ability to live migrate virtual machines from one server to another server without any downtime of the virtual machine		
4	Virtualization software should have the native ability to live migrate Virtual machines files from one storage array to another without any down time of Virtual Machine and its files. It should support virtual machine files migration from one storage protocol to another (ex. FC, iSCSI, NFS, DAS) and HCI based storage.		
5	Virtualization software shall have High Availability capabilities for the virtual machines in the sense, if in case one physical server fails then all the Virtual machines running on that server shall be automatically restarted to another physical server running on same virtualization software in the same cluster. The feature should be independent of Guest Operating System Clustering and withstand multiple host failures with both network and data store heartbeats.		
6	Virtualization software shall provide native capability to provide zero downtime, zero data loss and continuous availability for the applications running in virtual machines for upto 8 vCPUs in the event of physical host failure, without the cost and complexity of traditional hardware or software clustering solutions.		
7	Virtualization software shall be able to dynamically allocate and balance computing capacity across collections of hardware resources aggregated into one unified resource pool with optional control over movement of virtual machines like restricting VMs to run on selected physical hosts.		
8	The solution should have native capability for increasing capacity by adding CPU, Memory, virtual NIC and storage to virtual machines on real time only the fly without any disruption in working or downtime for the virtual machines		
9	The solution must have the native capabilities like Intelligent VM Placement (automatic based on the available resources on the nodes) & VM affinity and anti-affinity rules.		
10	The solution should be able to create a cluster out of multiple storage data stores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's		

	data to reside, both when it is created and when it is used over time.		
11	Hypervisor shall provide native capability of Storage I/O Control for prioritizing storage access by continuously monitoring I/O load of a storage volume and dynamically allocating available I/O resources to identified virtual machines according to business needs		
12	Hypervisor shall provide native capability of Network I/O Control for prioritizing network access by continuously monitoring I/O load over the network and dynamically allocating available I/O resources to identified virtual machines according to business needs.		
13	The virtualization platform shall natively provide distributed virtual switch which can span across a virtual datacenter and multiple hosts should be able to connect to it. This in turn has to simplify and enhance virtual-machine networking in virtualized environments providing GUI based centralized provisioning, administration and monitoring by using cluster level network aggregation.		
14	The solution shall enable consolidation of VMs on fewer hosts and automatically power down unused capacity to reduce power/cooling requirements. It shall also leverage deep process power state of the CPU at the host level to further optimize power & cooling requirements		
15	Provide the ability to expand virtual disks (boot and non-boot disks) without downtime and provide options for locating new virtual disks for existing workloads on different tiers of storage for both Windows and Linux workloads.		
16	The Virtualization solution should provide APIs for integration with 3rd party backup solution for agent less and LAN free backup thereby reducing backup windows and providing integrated backups.		
17	The solution should enable abstraction for external storage (SAN and NAS) devices by means of making them virtual machine aware		
18	The solution should allow common management across storage tiers and dynamic storage class of service automation via a policy-driven control plane. This is enabled by APIs provided by the Virtualization Solution that enables it to recognize the capabilities of the storage arrays. This insight enables virtualization and storage administrators to automate and easily make decisions.		
19	The solution should provide a content library to provide simple and effective management. These should be automatically synchronized between multiple virtualization management components at different sites for ease of management		
20	The solution should have support for Big Data solutions leveraging Extensions which should support multiple Hadoop distributions and make it seamless for IT to deploy, run and manage Hadoop workloads on one common platform leading to achieve higher utilization, reliability and agility		
21	The solution shall provide the ability to use flash devices on the host as a 'read cache' to improve performance for read-sensitive workloads		
22	It should support hardware as well as non-hardware accelerated 3D graphics to run Basic 3D applications in virtual machines.		
23	Hypervisor shall provide single Root I/O Virtualization (SR-IOV) Support that allows one PCI Express (PCIe) adapter to be presented as multiple separate logical devices to virtual machines. Lets users offload I/O processing and reduce network latency		

		Compliance	
24	Shall provide support for Storage APIs for Array Integration, Multipathing for improving performance, reliability, and scalability by leveraging efficient array-based operations and third-party storage vendor multipath software capabilities		
25	The virtualization software should provide in-built Replication capability which will enable efficient array-agnostic replication of virtual machine data over the LAN or WAN. This Replication should simplify management enabling replication at the virtual machine level and enabling RPOs as low as 15 minutes.		
26	Virtualization platform shall provide auto deployment of host-level configuration settings and saves them as a template to configure other hypervisor hosts. Hypervisor shall monitor hosts for configuration changes and automatically alerts hypervisor administrators if a host falls out of compliance.		
27	Virtualization platform shall have support for Trusted Platform Module (TPM) 2.0 and virtual TPM for enhanced security to protect the hypervisor and guest operating system against unauthorized access		
28	Virtualization platform shall have FIPS 140-2 Compliance & TLS 1.2 Support as Default Enhanced security compliance		
29	The solution shall support AES-128 and AES-256 encryption (in conjunction with any KMIP 1.1 compliant KMS server) of the workloads when at rest on storage without modifying the Guest OS		
30	Hypervisor shall provide support for persistent memory, exposing it as block storage or as memory to enhance performance for new as well as existing apps.		
32	Proposed Hypervisor platform shall have capability to detect the hardware conditions of the host node and shall proactively evacuate the Virtual machines before the hardware issues cause an outage to Virtual machines thus ensuring high availability.		

Sr. No.	Specifications for Operations Management for Private Cloud environment	Compliance (Yes / No)	
1	Solution should provide monitoring and management of complete virtualized infrastructure with prebuilt and configurable operations dashboards to provide real-time insight into infrastructure behaviour, upcoming problems, and opportunities for efficiency improvements.		
3	The solution should provide Smart Alerts, Root-cause analysis, guided remediation, Self-learning analytics with Dynamic Thresholds and compliance standards to deliver recommendations, or trigger actions that optimize performance and capacity and enforce configuration standards.		
4	The solution should have native capability aggregate and analyze all types of machine-generated log data, for example, application logs, network traces, configuration files, messages, performance data and system state dumps and thus provide log analytics of the same.		
5	The management solution should allow connecting to data-centre ecosystem components e.g., operating systems, applications, storage arrays, firewalls, network devices, etc., providing a single location to collect, store, and analyze logs at scale.		
6	It should provide an intuitive GUI-based interface that makes it easy to run interactive searches as well as deep analytical queries for quick, actionable insights.		
7	The solution should have capabilities to perform Log retention and Log archival for future access.		

		Compliance (Yes/No)	
8	The solution shall provide a unified management of performance, capacity and compliance for the proposed platform. It should provide the ability to provide ready reports and Dashboards for monitoring purposes with identification capability on over-sized, under-sized, right sizing, Idle and powered-off virtual workloads.		
9	The solution should provide capacity analytics to do "What If" scenarios to identify the resource shortfall and do Capacity Planning for Future workload requirements.		
10	Solution shall have native capability of monitoring of Operating System resources (CPU, Disk, Memory, Network)		
11	The solution should provide agile Service Costing and Modeling by using a deterministic engine and powerful modeler to allocate or translate IT costs (physical, virtual, labor, vendor, overhead, facilities, software, support, cloud, etc.) to each IT business service.		
12	The solution should provide out of the box templates to ensure the hypervisor hardening, change, configuration and regulatory compliance		
13	The proposed solution should natively provide capability of automatic private cloud metering, costing, pricing and consumption analysis		
14	The solution shall provide unified management of performance, capacity and compliance for the proposed platform via a role-based web interface		
15	The cloud management solution shall have built-in high-availability and data replication across its peer instances. In case of any node outage, other HA nodes should be able to take over for seamless HA for the operations management layer itself		
16	The solution shall natively provide the ability to identify and report on over-sized, under-sized, idle and powered-off virtual workloads such that the environment can be right-sized and resources can be reclaimed		
17	The solution shall natively provide alerts with symptoms and recommended actions for known problems with the ability add custom alerts (with symptoms and recommended actions)		
18	The solution shall have out of the box reporting features for current capacity usage, potential optimizations, physical resource availability, available headroom for expansion and system compliance to security/operational guidelines		
19	The solution should natively provide the ability to balance workloads across clusters of hosts for optimum usage of resources from a capacity & performance standpoint		
20	The solution shall native capability to preemptively rebalance workloads in advance of upcoming demands and spikes, eliminating resource contention before it happens thus ensuring that workloads get the resources that they need at all times		
21	The solution shall natively provide support of service discovery & application dependency mapping for workloads hosted on the virtual platform		
22	Virtualization management software console should maintain a record of significant configuration changes and the administrator who initiated them		
Sr. No	**Automation Platform Specification for Private Cloud environment**	**Compliance (Yes/No)**	
1	The solution should be able to automate and provision data-center services such as compute, storage, networking, backup, replication, load balancing, fault tolerance, security, firewall, etc		

2	The solution shall provide a web-based self-service portal for IT/Business users to request for services. Solution should provide unified service catalogue where users can request and manage personalized IT services so that each user gets the right size service with right SLA based on their business requirements.		
3	The solution should support Infrastructure as Code (IAAC) and Lease policies that automatically reclaim resources after specified period		
4	The solution shall provide automated provisioning of infrastructure, applications and custom services through a unified, web-based, multi-tenant self-service IT service catalog		
5	The solution shall allow authorized administrators, developers or business users to request new IT services and manage specific cloud and IT resources, while ensuring compliance with business policies		
6	The solution shall have the capability of integration with the proposed platform to automate delivery of virtual networking & virtual security services such as switching, routing, load balancing and firewalling		
7	The solution shall support creation of services such as 'Single VM' and a 'Multi-tier application infrastructure (including software based constructs such as load balancers)' as part of a standard template		
8	The solution shall support multiple levels of approval integrated with email notifications such that approvals/rejections can be done without having to login to the self-service portal		
9	The solution shall support extensibility capabilities to customize machine configurations and integrating machine provisioning /management with other enterprise-critical systems such as load balancers, configuration management databases (CMDBs), ticketing systems, IP address management systems, or Domain Name System (DNS) servers.		
10	The solution shall extend Day 2 operations capabilities to the requester of the service (eg. ability to start/stop/suspend virtual machines, request additional resources and access the VM using RDP/SSH protocols) through the self-service portal based on entitlement		
11	The solution shall support granular role-based access control and entitlements of infrastructure services to consumers		
12	The solution shall allow administrators to manage and reserve (allocate a share of the memory, CPU and storage) resources for a business group to use		
13	The solution should have the ability to provide native application isolation and on-demand creation of security groups based on existing security policies.		
14	The solution shall provide an orchestration engine with ready workflows and ability to create custom workflows based on SOAP, REST operations and PowerShell scripts		
15	The solution should be able to define multiple tenants which would enable the administrators to create a secure multi tenant infrastructure wherein within a Tenant different business groups can have resources, service levels and automation processes that uniquely meet that group's needs		
16	The solution shall integrate with Active Directory (AD) and OpenLDAP to allow importing existing users and groups in addition to the creation of local users in the cloud portal.		
17	Cloud solution should support authentication with active directory, SSO and LDAP		

Sr. No	Specifications	Compliance (Yes/No)	
18	The solution should provide complete visibility into all levels of infrastructure and applications through a single management console across cloud environments.		
Sr. No	**Specifications for Life Cycle Management of the Private Cloud environment**	**Compliance (Yes/No)**	
1	The solution should natively include lifecycle management services that automate day 0 to day 2 operations, from bring up to configuration, resources provisioning and patching/upgrades.		
2	Solution shall provide native capability to simplify the deployment and upgrade process with automated pre-checks and validations		
3	Life Cycle Management capability shall natively provide rapid installation and provide a simple and flexible deployment model with Easy Installer, Automate environment replication and the validation process.		
4	Life Cycle Management shall natively provide easy ongoing management by automating the management of configuration, certificate and configuration drift with health monitoring.		
5	Life Cycle Management shall natively provide One-click upgrade to Simplify the upgrade and patching process with the environment snapshot function for easy rollback.		
6	Solution shall ensure Best practice implementation by ensuring that deployments are optimized for scale and performance via alignment provided solution recommended reference architectures and validated designs.		
Sr. No	**Specifications for the Centralized Management Suite**	**Compliance (Yes/No)**	
1	Virtualization management software console shall provide a single view of all virtual machines, allow monitoring of system availability and performance and automated notifications with email alerts.		
2	virtualization management software should provide the core administration interface as a single Web based interface. This interface should be flexible and robust and should simplify the hypervisor control through shortcut navigation, custom tagging, enhanced scalability, and the ability to manage from anywhere with Internet Explorer or Firefox-enabled devices.		
3	The management software should provide means to perform quick, as-needed deployment of additional hypervisor hosts. This automatic deployment should be able to push out update images, eliminating patching and the need to schedule patch windows.		
4	The solution should have native capability to simplify host deployment and compliance by creating virtual machines from configuration templates including network settings.		
5	Virtualization management software should have integrated Physical Host and Virtual Machine performance monitoring including CPU, Memory, Disk, Network, Power, Storage Adapter, Storage Path, Cluster services, Virtual machine datastores.		
6	Virtualization management software console should allow cloning of both powered on and powered off virtual machines.		
7	Virtualization management software should provide a global search function to access the entire inventory of multiple instances of virtualization management server, including virtual machines, hosts, datastores and networks, anywhere from within Virtualization management server.		
8	Virtualization management software should allow you to deploy and export virtual machines, virtual appliances in Open Virtual Machine Format (OVF).		

Sr. No		Compliance (Yes/No)	
9	Virtualization management software should allow reliable and non-disruptive migrations for Physical/ Virtual machines running Windows and Linux operating systems to virtual environment.		
10	The management solution for hypervisor should provide Single-Sign-On capability which should dramatically simplify administration by allowing users to log in once to access all instances or layers of management without the need for further authentication.		
11	Management Software should have license to be able to manage upto at-least 25 physical hosts at any point of time thru a single virtual or physical instance.		
Sr. No	**General**	**Compliance (Yes/No)**	
1	Kindly note that above mentioned software licenses and support/subscription has to be independent of any hardware OEM and software support access shall be provided from the original software OEM as per policy irrespective of the severity of the problem.		
2	The bidder shall propose Support & Subscription services from the Original Software OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 support for Severity 1 issues		
3	Technical Support portal credentials to be issued from Original Software OEM to INFLIBNET for raising support tickets.		
4	All the components including Hypervisor, Operations Management platform, Automation Platform, Life Cycle Management and Management suite software should be from the same Software OEM.		
5	Virtualization software must be rated as "leaders" or "Challengers" or "Visionaries" in the latest Magic Quadrant published by Gartner		
6	Support the provided solution for minimum five years period or		
7	the supplied solution should not be end of the life for the period of at-least five years from the date of commissioning		
8	Confirmation of site visit (before pre-bid meeting) and its report in conformity of proposed solution		
9	Same or lower price should be given, in case of scaling/addition up the servers		

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

<u>**Annexure T–II**</u>

[On the original letterhead of the Bidder/OEM]
<u>**Bidder/OEM's Details**</u>

1.	Name of the Firm/ Company	
2.	Name and Designation of Authorized Signatory	
3.	Communication Address:	
4.	Office Phone No: Mobile No:	
5.	Fax: E-Mail ID:	
6.	GST registration Number: PAN Number:	

Particular Details of the Bidder/OEMs Representative'

7.	Name of the Contact Person:	
	Designation:	
	Phone No:	
	Mobile No:	
	E-Mail ID:	

UNDERTAKING
I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

Date :_____

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

Company Rubber Stamp :_____

[On the original letterhead of the Bidder/OEM]

<u>PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/ UNSUCCESSFUL BIDDER/OEM</u>
<u>RTGS/ National Electronic Fund Transfer (NEFT) Mandate Form</u>

Sl. No	Particulars	Attached (Y/N)
1.	Name of the Bidder/OEM	
2.	Permanent Account No. (PAN)	
3.	Particulars of Bank Account	
	a) Nmae of Bank	
	b) Name of Branch	
	c) Branch code	
	d) NEFT/ IFSC Code	
	e) Account No.	
	f) RTGS Code	
	g) 9 digit MICR code appearing on the cheque book	
	h) Type of account	
	i) Address	
	j) City Name	
	k) Telephone No.	
4.	Email id of the Bidder/OEM	

Note:- Please attach original cancelled cheque along with the RTGS/ National Electronic Fund Transfer (NEFT) Mandate Form
Date :_____

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

Company Rubber Stamp :_____

<u>**Annexure T– IV**</u>

[On the original letterhead of the Bidder/OEM]
BID FORM

To
The Director,
Information and Library Network Centre (INFLIBNET),
Infocity Gandhinagar - 382007

Sub: **<u>Supply, Installation and Commissioning of Private Cloud Setup at INFLIBNET Centre, Gandhinagar.</u>**

Dear Sir,

We the undersigned Bidder/OEM/(s), having read and examined in details the specifications and other documents of the Supply, Installation and Commissioning of Private Cloud Setup at INFLIBNET Centre, Gandhinagar vide Tender No. INF/PUR/CLOUD-SETUP/2019-20, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of subscription and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 60 (Sixty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our bid documents. Further, we agree that additional conditions, deviations, if any, found in the bid documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this bid is accepted by you, we agree to provide access and services as specified in tender document. We fully understand that access to the software and services is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to Ten per cent (10%) of the Order value/tender value as stipulated in Financial Bid/tender document.

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful Bidder/OEMs without any explanation to Bidder/OEMs and his decision on the subject will be final and binding on Bidder/OEM.

Dated, this …………………..day of ……………………2020

Thanking you, we remain,

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

Company Rubber Stamp :_____

<u>Annexure T– V</u>

[On the original letterhead of the Bidder/OEM]

Date :_____

<u>DECLARATION</u>

I,_____Son/Daughter/Wife of
_____ Resident
of_____ Proprietor / Director
/ Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document.

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in it's totally / entirely.

In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Date :_____

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Annexure T– VI

[On the original letterhead of the Bidder/OEM]

MANUFACTURER'S AUTHORIZATION FORM

To
INFLIBNET CENTRE
INFOCITY, GANDHINAGAR

Ref: Tender No.: INF/PUR/CLOUD-SETUP/2019-20

WHEREAS _____who are official producers of _____ and having production facilities at _____ do hereby authorize _____ ___ located at _____ (hereinafter, the "Bidder/OEM") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

When resold by _____, these products are subject to our applicable standard end user warranty terms.

We assure you that in the event of _____, not being able to fulfill its obligation as our Bidder/OEM in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that _____is our authorized Bidder/OEM/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 5 years from the day of this letter.

Name   In the capacity of:

Signed:

Duly authorized to sign the authorization for and on behalf of _____

Dated on _____ day of_____2020

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed & seal by an authorized signatory.

सूचना एवं पुस्तकालय नेटवर्क केन्द्र **Information and Library Network Centre**
(Tender No.INF/PUR/CLOUD-SETUP/2019-20)

Annexure T– VII

[On the original letterhead of the Bidder/OEM]

Undertaking
[Submitted on the Letterhead of original Equipment Manufacturer (OEM)]

An undertaking from the original equipment manufacturer is required and stating that they would facilitate the Bidder/OEM on a regular basis with technology/ product updates and extends support for the warranty as well.

Authorized Signatory: _____

Date: _____

Name of the Authorized

Person (OEM) : _____

Warranty/ Support Declaration
[Submitted on the Letterhead of Bidder/OEM/ Supplier]

The warranty/ support declaration states that everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document."

Authorized Signatory: _____

Date: _____

Name of the Authorized

Person of Bidder/OEM : _____

[On the original letterhead of the Bidder/OEM]

<u>DETAILS OF WORKS OF SIMILAR NATURE OF ASSIGNMENT COMPLETED</u>

	SIMILAR NATURE OF ASSIGNMENT COMPLETED	
Sr No.	Description	Project Detail
1.	Name of work/project and Location	
2.	Mention the project objectives, details of solution implemented and benefits accrued to the customer organization	
3	Name and Address of Employer/ Organization	
4.	Cost of work in Rs.	
5.	Date of commencement as per contract	
6.	Stipulated date of Completion	
7.	Actual date of completion	
8.	Litigation/arbitration pending/in progress with details*	
9.	Name and Address/email and telephone number of officer to whom reference may be made.	
10.	Remarks	

*Indicate gross amount claimed and amount awarded by the Arbitrator.
*For each work, spate sheet be prepared as per above proforma.

Signature of Applicant(s) along with
the Name & Stamp of Company

Date :

Place :

सूचना एवं पुस्तकालय नेटवर्क केन्द्र **Information and Library Network Centre**
(Tender No.INF/PUR/CLOUD-SETUP/2019-20)

Annexure T–IX

[On the original letterhead of the Bidder/OEM]

CERTIFICATE
DECARATION REGARDING BLACKLISTING/NON BLACKLISTING

I /We Proprietor / Partner (s) / Director (s) of M/s …………………………..………hereby declare that the firm/ company namely M/S. …………………………………………………………………………… has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/s…………………………………………. hereby declare that the firm/ company namely M/S……………………………………………………………………. was blacklisted or debarred by any Government Department from taking part in Government tenders for a period of ………..…….years w.e.f………..…..… The period is over on   …………. and now the firm/ company is entitled to take part in Government tender. In case the above information is found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by INFLIBNET Centre and earnest money / EMD shall be forfeited. In addition to the above INFLIBNET Centre will not be responsible to pay the bills for non-access.

Seal of the firm should   be affixed.

Signature: ………………………………………………..

Name: ………………………………………………….

 Capacity in which as signed: ………………………

 Name & address of the firm: ……………………..

…………………………………………………………………

Dated: Signature of Bidder/OEM

with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

<u>Annexure T– X</u>

<u>FINANCIAL CAPABILITY OF BIDDER/OEM</u>
[On the original letterhead of the Bidder/OEM]

Date :_____

Annual turnover details of the Bidder/OEM from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
A	2016-2017	
B	2017– 2018	
C	2018– 2019	

[Extra rows may be added, if required]

*Audited Balance sheet and Profit & Loss account statement of the Bidder/OEM for each of the above mentioned financial years shall submit as supporting evidence.

Please affix the signature of the authorized signatory of the Bidder/OEM with name, designation, seal and date here.

Date :_____

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

सूचना एवं पुस्तकालय नेटवर्क केन्द्र **Information and Library Network Centre**
(Tender No.INF/PUR/CLOUD-SETUP/2019-20)

Annexure T– XI

[On the original letterhead of the Bidder/OEM]

Date :_____

Details of Works of Similar Type Executed by the Bidder/OEM

Sr. No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & Date of the order	Work Order Value	Details of Order	Period of Access		Page No
						Start	End	

1. Copies of purchase orders should be attached with this information. In absence of documentary   evidence, bid is liable to rejected.
2. If required, extra rows or separate sheet may be used to submit the information.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(TENDER NO. INF/PUR/CLOUD-SETUP/2019-20)

Annexure –F-I

Commercial Bid (Envelope-2)
[On the original letterhead of the Bidder]

PRICE QUOTE FOR SUPPLY, INSTALLATION AND COMMISSIONING OF PRIVATE CLOUD SETUP AT INFLIBNET CENTRE, GANDHINAGAR

1. Prices should be quoted for as per table mentioned below.

2. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail

3. Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straight away and EMD of such vendor will be forfeited.

4. All the licences must be socket/processor based.

Table 1-A
(one time purchase)

Sr No	Product (cloud) name	Description	Type (socket/processor)	unit price#	GST (%)	Total amount with GST

#It should be applicable also in case of scaling/addition up the servers as and when required during the contract period.

Rates in words:_____

Table 1-B
Year wise Support Cost for 24 X 7

	One Year Cost	Three Years Cost	Five Years Cost
Price /Cost			
GST%			
Total Price with GST			

Table 1-C
Year wise Support Cost for 09.00 AM to 06.PM

	One Year Cost	**Three Years Cost**	**Five Years Cost**
Price /Cost			
GST%			
Total Price with GST			

Note: The Centre will decide the norms of the support cost period involved in table 1 B & C as and when required during the contract period.

Table 1-D

Sr. No	Item Description	Unit Price (Rs.)	Qty	GST %	Total amount with GST
1	Security Components				
2	Software / hardware /network components				
	Note: Bidder should list the components with its feature and justification which is/are required to implement the private cloud with respect to Appendix-I.				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

CHAPTER -7

- **FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND LETTER OF GUARANTEE**

- **FORMAT OF AGREEMENT** (To Be Submitted after Award of Contract)

- **FORMAT FOR PERFORMANCE BANK GUARANTEE** (To Be Submitted after Award of Contract)

FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND
LETTER OF GUARANTEE

The Director,
INFLIBNET Centre,
INFOCITY, Gandhinagar

IN ACCORDANCE WITH YOUR TENDER for supply of …………………………. ,M/s. …………………….(hereinafter called the "Bidder/OEM") having its Registered Office at ……………………, wish to participate in the said bid for the supply …………………………………………as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs…..……………(Rupees…………………………) valid up to …..……….(180 days from the date of issue of Bank Guarantee), is required to be submitted by the Bidder/OEM as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on i) the withdrawal or revision of the offer by the Bidder/OEM within the validity period; ii) Non acceptance of the Letter of Indent / Purchase order by the Bidder/OEM when issued within the validity period; iii) failure to execute the contract as per contractual terms and condition with in the contractual delivery period; and iv) on the happening of any contingencies mentioned in the bid documents.
During the validity of this Bank Guarantee:

We, …………………….(Bank name) having its registered Office at …………………….guarantee and undertake to pay immediately on first demand by …….…………………………the amount of Rs………………(Rupees…………………………) without any reservation, protest, demur and recourse. Any such demand made by the INFLIBNET shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder/OEM.
The Guarantee shall be irrevocable and shall remain valid up to …..………. If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder/OEM, on whose behalf the is Guarantee is issued.
Notwithstanding anything contained herein:
  Our liability under this Bank Guarantee shall not exceed Rs………………(Rupees ………………….).
This Bank Guarantee shall be valid up to …..………………………………………………(date).*We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before …..…………(date).
This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at …………………………………… situated at ………………………… (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

FORM OF AGREEMENT SUPPLY, INSTALLATION AND COMMISSIONING OF PRIVATE CLOUD SETUP AT INFLIBNET CENTRE, GANDHINAGAR

This agreement made the _____day of the month of _____in the year 20….. BETWEEN, The Information and Library Network Centre (Hereinafter called ÏNFLIBNET") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at INFOCITY, Gandhinagar 382 007, Gujarat, India on the ONE PART; and

* Shri _____S/D/o___ _____resident of_____ the sole proprietor of M/s_____ having office at the following address _____

* M/s. _____ the partnership firm having an administrative/principal office at_____ represented by its Managing/duly authorized partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorized Managing Director, Shri_____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Bidder/OEM) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part

WHEREAS THE Client/ INFLIBNET is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the INFLIBNET on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

a) Notice inviting Tender

b) General rules and Instructions for the guidance of tenderers.

c) The Tender, Letter of Acceptance, Letters from & to the tenderer, Amendment's, if any, leading to and prior to acceptance letter.

d) General Conditions of contract and clauses of contract along with Annexures thereto.

e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, Comprehensive AMC terms, tender drawings if any, etc.

f) Schedule of quantities including Prices and tendered amount known as Price - Bid.

g) The details submitted in technical bid, design, site survey and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

[Note : * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the INFLIBNET to the tenderer, the tenderer hereby covenants and agrees with the INFLIBNET to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer,_____

_____
_____ to the CLIENT(INFLIBNET)_____in the presence of:

Signature of Tenderer (with seal)

                         Witness (Name & Signature):

                         1).

                         2).

Signature of Authorized representative
of the Client/INFLIBNET Accepting Authority.

                         Witness (Name & Signature):

                         1).

                         2).

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To

The Director,
Information and Library Network Centre (INFLIBNET),
Infocity Gandhinagar - 382007

Dear Sir,

1.WHEREAS............................ (Name of Bidder/OEM) hereinafter called "the Bidder/OEM" has undertaken, in pursuance of Agreement dated, ... (hereinafter referred to as "the Agreement for SUPPLY, INSTALLATION AND COMMISSIONING OF PRIVATE CLOUD SETUP AT INFLIBNET CENTRE, GANDHINAGAR, GUJARAT. AND WHEREAS it has been stipulated in the said Agreement that the Bidder/OEM shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing this PROJECT.

WHEREAS we _____ ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the " INFLIBNET" the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder/OEM to INFLIBNET under the terms of their Agreement dated_____. Provided, however, that the maximum liability of the Bank towards INFLIBNET under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from INFLIBNET in that behalf and without delay/demur or set off, pay to INFLIBNET any and all sums demanded by INFLIBNET under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from INFLIBNET to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

_____
_____
_____
Attention Mr. _____.

This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decided by the Bidder/OEM & INFLIBNET. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
Any breach or non-compliance by the Bidder/OEM with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder/OEM and the Bank.

The BANK also agrees that INFLIBNET at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER/OEM and not withstanding any security or other guarantee that INFLIBNET may have in relation to the Bidder/OEM's liabilities.

The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of INFLIBNET or any other indulgence shown by INFLIBNET or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this ………………. Day of ……………………..

Witness

(Signature)   (Signature)

(Name)   Bank Rubber Stamp

(Name)

(Official Address)   Designation with Bank Stamp

Plus Attorney as per Power of Attorney No.:

Dated: