

Request for Proposal for Supply, Installation,  
Commissioning, and Maintenance of Server  
Hardware and accessories (Manufacturer  
warranty for five years) under e-District  
State-wide Roll Out



2013



**Kerala State IT Mission (KSITM)**

**(Department of Information Technology, Government of Kerala)**

**Vellayambalam**

**Thiruvananthapuram 695 033. Kerala.Tel: 0471 – 2726881. Fax – 0471 - 2314284**

**BID REFERENCE NO: KSITM/E-DISTRICT/2712/2013**

## Table of Contents

DEFINITIONS.....	6
1. Invitation to Bidders/ Important Information.....	8
1.1. Important Information.....	8
2. Pre-Qualification Eligibility Criteria.....	10
3. Background.....	12
4. Scope of Work.....	14
4.1. Hardware Requirements.....	14
4.1.1. Scope of Supply.....	14
4.1.2. Scope of Installation Testing and Commissioning.....	14
4.2. Technical Documentation.....	15
4.3. Warranty & Maintenance.....	15
4.4. Deliverables.....	16
4.5. Implementation Locations.....	16
5. Instruction to Bidders.....	17
5.1. Preparation of Bids.....	17
5.1.1. Documents consisting of the Bids.....	17
5.1.2. Bid Forms.....	18
5.1.3. Period of Validity of Bids.....	18
5.1.4. Non Confirming Bids.....	18
5.1.5. Language of Bid.....	18
5.1.6. Bid Prices.....	19
5.1.7. Bid Currencies.....	19
5.1.8. Modification and Withdrawal of Bids.....	19
5.2. Submission of Bids.....	20
5.2.1. Uploading of the Bids.....	20
5.2.2. Document Fee and EMD.....	20
5.3. Opening and Evaluation of Bid.....	21
5.3.1. Opening and Evaluation of Pre-Qualification cum Technical Bids.....	21
5.3.2. Opening of Commercial Bid.....	22

5.4.	Clarification of Bids.....	22
5.5.	Contacting Authority.....	23
5.6.	Rejection of Bids.....	23
5.7.	Contract Negotiations.....	23
5.8.	Corrupt and Fraudulent Practices.....	23
5.9.	Award of Contract.....	24
5.9.1.	Post Evaluation and Contract Award Criteria.....	24
5.9.2.	KSITM's right to vary Scope of Contract/Quantities at the time of award.....	24
5.9.3.	KSITM's Right to Accept Any Bid and to reject any or all Bids.....	24
5.9.4.	KSITM's Right to Terminate Process.....	25
5.9.5.	Notification of Award.....	25
5.9.6.	Signing of Contract.....	25
5.9.7.	Annulment of Contract.....	26
5.9.8.	Performance Bank Guarantee.....	26
5.10.	Contract Monitoring.....	26
6.	General Terms and Conditions of the Contract:.....	27
6.1.	Compliance.....	27
6.2.	Language and Currency.....	27
6.3.	Correspondence.....	27
6.4.	Applicable Law.....	27
6.5.	Assigning of Sub-Contracts.....	27
6.6.	Notices.....	28
6.7.	Patent Rights.....	28
6.8.	Taxes and Duties.....	28
6.9.	Insurance.....	28
6.10.	Packing.....	28
6.11.	Differing Shipments.....	29
6.12.	Delivery and Documentation.....	29
6.13.	Hardware Installation.....	29
6.13.1.	Incidental Services.....	30
6.14.	Warranty.....	30
6.14.1.	Scope and Services Covered under Warranty.....	30
6.15.	Testing and Inspection.....	30

6.15.1.	Post receipt / pre-installation testing:.....	30
6.15.2.	Post installation Acceptance testing / Inspection .....	31
6.15.3.	Replacement.....	31
6.16.	Maintenance .....	32
6.17.	Force Majeure.....	32
6.18.	Handing Over .....	33
6.19.	Patents, Successful bidder's Liability & Compliance of Regulations .....	33
6.20.	Termination: .....	33
6.21.	Resolution of Disputes and Arbitration .....	34
6.22.	Acquaintance with Local Conditions .....	34
6.23.	Statutory and Regulatory Approvals .....	35
6.24.	Confidentiality.....	35
6.25.	Limitations of Liability .....	35
6.26.	Failure to Agree with the Terms and Conditions of the RFP .....	35
6.27.	Set off.....	35
7.	Special Conditions of the Contract.....	36
7.1.	Time Schedule & Delivery .....	36
7.2.	Project Schedule .....	36
7.3.	Payment Terms.....	36
7.3.1.	Payment Terms: Phase1 .....	37
7.3.2.	Penalties: Phase 1.....	37
7.4.	Service Level Agreement: Warranty and Maintenance Phase.....	37
7.4.1.	Definitions.....	38
7.4.2.	SLA Tracking and Penalty .....	39
7.4.3.	SLA Compliance and Monitoring.....	40
7.5.	Payment Process.....	41
7.6.	Upgradation.....	41
7.7.	Obsolescence .....	42
7.8.	Change of Model.....	42
7.9.	Intellectual Property Rights.....	42
7.10.	Delivery Schedule & Monitoring.....	42
	ANNEXURES.....	43
	ANNEXURE 1- BIDDER PROFILE .....	44

ANNEXURE 2 - FINANCIAL INFORMATION.....	45
ANNEXURE 3 – BID FORM.....	46
ANNEXURE 4 - PERFORMANCE BANK GUARANTEE .....	47
ANNEXURE 5 - MANUFACTURER’S AUTHORIZATION FORM .....	50
ANNEXURE 6 - FORMAT FOR PROVIDING CITATIONS.....	51
ANNEXURE 7 - FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE .....	52
ANNEXURE 8 - PERFORMA FOR QUERIES.....	53
ANNEXURE 9 - TECHNICAL BID.....	54
ANNEXURE 10 - TECHNICAL BID LETTER .....	55
ANNEXURE 11 - STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS .....	57
ANNEXURE 12 - STATEMENT OF DEVIATIONS FROM TENDER TERMS & CONDITIONS.....	60
ANNEXURE 13 - COMMERCIAL BID .....	61
ANNEXURE 14 - COMMERCIAL BID LETTER.....	62
ANNEXURE 16 – MATERIAL REQUIREMENT SUMMARY .....	65
ANNEXURE 17 - TECHNICAL SPECIFICATIONS .....	66

## DEFINITIONS

In this document, the following terms shall have following respective meanings:-

- i) **“Acceptance”** means the KSITM's written certification that following installation, the system(s) (or specific part thereof) has been tested and verified as complete and/or fully operational, in accordance with the acceptance test defined in the Acceptance Test Documents.
- ii) **“Acceptance Test Documents”** means a mutually agreed document which defines procedures for testing the functioning of the server hardware and peripherals, against requirements laid down in the agreement.
- iii) **“Agreement”** means the Agreement, any amendment or any addendum to the agreement to be signed by the Successful Bidder and KSITM.
- iv) **“KSITM”** stands for Kerala State IT Mission, having its registered office at ICT Campus, Vellayambalam, Thiruvananthapuram; Kerala- 695033 and acting on behalf of the Govt. of Kerala as the implementing agency for the 'e-District project, Kerala'
- v) **“Authorized Representative”** shall mean any person/agency authorized by either of the parties.
- vi) **“Bidder, Vendor or Contractor”** means any firm offering the materials required in the RFP. The word Bidder, when used in the pre-award period shall be synonymous with Bidder, and when used after intimation of successful bidder shall mean the successful bidder, also called 'Vendor or Contractor', with whom the KSITM signs the Contract.
- vii) **“Contract”** is used synonymously with agreement.
- viii) **“Documentary Proof”** means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before an authority.
- ix) **“GoI”** shall mean Government of India
- x) **“Gov. / GoK / Govt. of Kerala”** shall mean Government of Kerala.

- x) **“Law”** shall mean any Act ,notification, bye law ,rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority or political sub-division of government agency.
- xii) **“LOI”** means issuing of Letter of Intent which shall constitute the intention of the Tenderer to place the purchase order with the successful bidder.
- xiii) **“OEM”** means Original Equipment Manufacturer company, that is incorporated in India or abroad, who has management control over the manufacturing/production process, Quality Assurance, Procurement of Raw materials/manufacturing process inputs marketing and warranty services of the resultant products, of at least one manufacturing facility /factory where the manufacturing of equipment, related accessories, as required for the e-District, Kerala etc. is carried out.
- xiv) **“Party”** shall mean KSITM or Bidder individually and “Parties” shall mean KSITM and Bidder collectively.
- xv) **“PBC”** means Pre-Bid Conference
- xvi) **“Rates/Prices”** means prices of supply of equipment and services quoted by the Bidder in the Commercial Bid submitted by him and/or mentioned in the Contract
- xvii) **“RFP”** means the detailed notification seeking a set of solution(s), service(s), materials and/or any combination of them issued by the Authority
- xviii) **“Services”** means the work to be performed by the Bidder pursuant to this Contract, as detailed in the Scope of Work
- xix) **“Site”** shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per Agreement
- xx) **“Tenderer”** shall mean the authority issuing this Request For Proposal (RFP) and the authority under whom the e-District, Kerala is to be implemented, operated, managed etc. and this authority shall be the Kerala State IT Mission, acting on behalf of Govt. of Kerala as the implementing agency for the ‘e-District, Kerala’ project.
- xxi) **“Termination notice”** means the written notice of termination of the Agreement issued by one party to the other in terms hereof.

## 1. Invitation to Bidders/ Important Information

Kerala State IT Mission (hereinafter as referred to as KSITM) invites online bids in two cover system from Original Equipment Manufacturers or their distributors/dealers (hereinafter referred to as “Bidder” till the award of Contract and thereafter on award of contract, referred to as “Vendor/Contractor/Supplier/Successful Bidder”) for the “Supply, Installation, Commissioning, and Maintenance of Server Hardware and accessories (**Manufacturer warranty for Five (5) years**) under the State-wide roll-out of e-District project as per the technical specifications and in accordance with the various provisions of this RFP document. The successful Bidder shall be finalized based on competitive bidding process. The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

### 1.1. Important Information

Bid Inviting Authority	Kerala State IT Mission (KSITM)
Tender Notification Reference	Tender No. KSITM/e-District/2712/2013 dated 09/10/2013 through <a href="http://etenders.kerala.gov.in/nicgep/app">http://etenders.kerala.gov.in/nicgep/app</a>
Contact Person	Director, KSITM Tel: 0471-2726881
Mode of Tender Submission	Tender should be submitted online at <a href="http://etenders.kerala.gov.in">“etenders.kerala.gov.in”</a>
Non-refundable Tender document fee and Earnest Money Deposit (EMD) payable	Tender Document Fee of INR 2500/- (Rs. Two Thousand Five Hundred) only and EMD of INR 1,35,000/- (Rupees One Lakh Thirty Five Thousand Only) to be remitted online at the time of bid submission
Last Date of Submission of written queries for clarifications on RFP document and the contact details	16/10/2013 <a href="mailto:haameemohammad@keralaitmission.org">haameemohammad@keralaitmission.org</a>
Date, Time and Venue of Pre- bid conference/ meeting	18/10/2013 at 16:00 hours <b>Venue:</b> Kerala State IT Mission, ICT Campus Vellayambalam Thiruvananthapuram- 695033, Kerala
Last date & Time for submission of Bids	Upto 15:00 hours on 30/10/2013
Opening of Pre- Qualification cum Technical Bids	16:00 hours on 04/11/2013
Opening of Commercial Bids	16:00 hours on 07/11/2013

Note: The dates furnished above are subject to revision



This tender document is not transferable.

- i) Tender Documents shall be available only on the Internet and shall not be available for sales elsewhere.
- ii) KSITM reserves the right to amend or cancel the tender in part or in full without prior notice at any point of time
- iii) If KSITM deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such supplement shall be deemed to be incorporated by this reference to this RFP.
- iv) KSITM reserves the right to reject the bid of parties who have failed to provide adequate after sales support for the products supplied against various orders.
- v) Bidder shall provide access to their Website so that KSITM can verify whether the warranty and coverage / scope details are updated in the website as per the order.
- vi) Bidder shall provide access to the Call logging Website so that KSITM can monitor the calls logged. Daily call reports are to be provided.
- vii) LD will be charged for delayed supply. Furthermore, if the delay exceeds 21 days after the scheduled date of supply, such suppliers will not be considered for the subsequent tenders.
- viii) The Special Instructions to the Contractors/Bidders for the e-submission of the bids are given under “Help to Contractors” in website <http://etenders.kerala.gov.in/nicgep/app>

Sd/-

**The Director**

Kerala State IT Mission (KSITM),  
Trivandrum, Kerala

## 2. Pre-Qualification Eligibility Criteria

The following are the conditions, which are to be necessarily fulfilled, to be eligible for the technical evaluation of the proposed solution. Only those interested bidders who satisfy the following eligibility criteria should respond to this RFP:

S No.	Clause	Documentary Proof
1.	The bidder should be a company registered under the Indian Companies Act 1956, since last 3 years.	Certificate of incorporation/ Company registration certificate. Memorandum and Articles of Associations. Valid VAT/ Sales tax registration certificate. Valid Income tax registration certificate. Valid Service tax registration certificate.
2.	Bidder should be an established IT hardware supplier and should have been in the business in India for a period exceeding three years as on 31.03.2013.	Work orders confirming year and area of activity.
3.	Document Fee and EMD payment proof	Proof of payment of the Document Fee and EMD
4.	The bidder should have successfully supplied, installed commissioned and maintained at least 3 similar projects that meets the below mentioned requirements during the last Three (3) years: a. Supply of similar value. b. Supply for Government Departments or Public / Cooperative Undertakings within India.	Citations as per format specified in <b>Annexure 6</b> for orchestrating past experience in successful execution of projects relevant to e-District project requirements as described in this RFP. The Citations must be supported with client certificates/appreciation letter issued by a competent authority on behalf of the client.

S No.	Clause	Documentary Proof
5.	The bidder should have positive net worth for each of the last three Financial Years ending on 31.03.2013. Note: Public Sector Undertakings (PSU's) are exempted from the criteria for positive net-worth/profitability.	Chartered Accountant certificate for net-worth. Audited annual financial results of the Bidder for the last three financial years (Information to be provided as per template provided in <b>Annexure 2</b> )
6.	Profile of Bidder	<b>Annexure 1</b>
7.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder.
8.	The bidder should have an office in Kerala State and this should be an existing set up established prior to 31 <sup>st</sup> March 2013. The bidder should have authorized service centers in Thiruvananthapuram to take care of maintenance during warranty.	Relevant Documents or Undertaking signed by the Authorized Signatory. Support mechanism of the bidder in Thiruvananthapuram – number of offices/ service centers and locations, area covered, and Communication modes available must be clearly mentioned.
9.	The Bidder should have direct authorization from the Original Equipment Manufacturers (OEM) for selling and supporting the components offered under this project.	Manufacturer's Authorization Certificate for products offered(Template provided in <b>Annexure 5</b> ) Confirmation that the products quoted are not end-of-life products.

- **Note:** KSITM reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the bidder. **(In the absence of the above documents, the bid is likely to be rejected.)**

### 3. Background

*Government of Kerala (GoK) envisages the e-District project as an important initiative of the State's e-Governance implementation program, in which majority of the Government to Citizen (G2C) and Government to Government/Employee (G2G/E) services are delivered by the District Administration leveraging Information Communication and Technology.*

e-District is a State Mission Mode Project under the National e-Governance Plan. The Project aims to target certain high volume services currently not covered by any MMP under the NeGP and undertake backend computerization to e-enable the delivery of these services through Akshaya, Departmental Access Points and online through web. The project aims at providing support to the basic administrative unit i.e. "District Administration" to enable content development of G2C services, which would optimally leverage and utilize the three infrastructure pillars, KSWAN, SDC and Akshaya, Departmental Access Points and Online through Web as the primary front-ends for service delivery to the citizens at their doorstep.

The e-district project has been rolled out as a pilot in the districts of Kannur and Palakkad during Dec. 2010. The servers were procured during the implementation of e-district pilot. The existing infrastructure at the new SDC under the e-district project includes 2 web servers running httpd configured for load balancing, 3 application servers running JBoss as fail over clusters and 2 Database servers running PostgreSQL configured for streaming replication.

The details of the servers that are procured during the e-district pilot are given below:

Description	Make	Model	CPU	No. Of CPUs	Total CPU Supported	Memory	Total Memory Supported	HDD
Web Server 1	HP	ProLiant DL180 G6	Quad core Intel Xeon 2.53 GHz	1	2	8 GB	192 GB	2x150 GB
Web Server 2	HP	ProLiant DL180 G6	Quad core Intel Xeon 2.53 GHz	1	2	8 GB	192 GB	2x150 GB
Application Server 1	HP	ProLiant DL580 G7	Quad core Intel Xeon 1.87 GHz	2	4	16 GB	2 TB	1x150 GB
Application Server 2	HP	ProLiant DL580 G7	Quad core Intel Xeon 1.87 GHz	2	4	16 GB	2 TB	1x150 GB
Application Server 3	DELL	PowerEdge R900	Quad core Intel Xeon 2.13 GHz	2	4	32 GB	256 GB	1x150 GB 1x538 GB
Database Server 1	HP	ProLiant DL785 G6	Hex core AMD Opteron 2.8GHz	4	8	32 GB	512 GB	1x150 GB 1x1 TB
Database Server 2	HP	ProLiant DL785 G6	Hex core AMD Opteron 2.8GHz	4	8	32 GB	512 GB	1x150 GB 1x1 TB

In continuation to the grand success of the project in the pilot districts, the Government had rolled out certain key services in the entire State. The e-District project is presently being used and operated by about 1600+ Village offices, 63 Taluk offices and about 2000+ Akshaya Centres. Also, the FREES application which is being integrated with e-district project is used by 14 District FRIENDS centres and some Akshaya Centres. The total number of users operating the e-District project is 6320 and FREES is 2582. The e-District and FREES projects share the same infrastructure and is dependent of each other.

Now the Government is planning to open up e-district portal to the public so that public can transact directly, without the need of visiting the Akshaya CSCs. The Government is also in the process of adding more services under e-district. Hence, the no. of users and concurrent users are expected to increase and there is a need to augment the existing server hardware in order to make available the services without any downtime. The increased load in application servers can be handled by adding more number of application servers (scale out model). At present e-District and FREES use two DB servers configured as primary and secondary via streaming replication. All OLTP load is in primary and reporting is done from secondary. The DB servers need to be strengthened as well. Hence, it is proposed to use separate servers for e-District and FREES Databases and to carry out the following server augmentation.

- 1) Out of the three application servers, two have a RAM of 16 GB and third one 32 GB. It is planned to upgrade all servers to 64 GB RAM.
- 2) One application server has HBA card and the SAN partition mounted to this is shared and used in all application servers to store scanned documents. If this fails it will affect all servers. Hence it is planned to add HBA card to remaining two more application servers.
- 3) Deployment of two new application servers.
- 4) Deployment of two high-end Database servers: Two new servers (suitable specification is given in Annexure II) may be used as primary OLTP servers for e-District and FREES. The existing two DB servers is planned to be used as secondary servers (streaming replication) for reporting purpose.
- 5) Installation of OS and other related software in the servers. Presently, there is an active Red Hat subscription which will expire on 07/11/2013. The vendor has to register the physical system with Red Hat Network (RHN).

***The activities mentioned in SI No. 1 & 2 above are out of scope of this RFP. The activities mentioned in SI. No. 3, 4 & 5 above are only in the scope of the RFP.***

## 4. Scope of Work

The minimum specified Scope of Work that needs to be undertaken by the successful Bidder for installation and maintenance of the hardware components and accessories for e-District project at the new State Data Centre (nSDC) of Kerala State are given below and the work is to be performed as per the specifications and conditions mentioned in different parts of this document, any further amendments issued in this regard and the Contract to be signed by the Bidder successfully.

### 4.1. Hardware Requirements

The scope of work of the Bidder with respect to the hardware is given below:-

#### 4.1.1. Scope of Supply

- i) Supply of all the products and equipments (specified in the Bill of Quantities/Material Requirement Summary (**Annexure 16**) included in the RFP at their appropriate quantity and capacity at the respective site, which includes transporting the items safely and delivery to the location.
- ii) The vendor needs to get the factory acceptance test done for the products listed in the Bill of Quantities/Material Requirement Summary or contract.
- iii) The Bidder must not bid/supply any equipment that is likely to be declared end of sale within the warranty period. The vendor would be required to replace all such equipment with latest and at least of equivalent configuration in such case.
- iv) Supply of all the installation material s/accessories necessary for the installation of the systems.
- v) To provide necessary H/W to establish inter-operability among different products.

#### 4.1.2. Scope of Installation Testing and Commissioning

- i) Installation of Active and Passive components and accessories supplied under the e-District project.
- ii) The components to be installed and configured shall include but not limited to:
  - a. Servers and other SDC Equipments for e-District.
  - b. The System Software, OS etc. as required by KSITM
- iii) To register the physical system with Red Hat Network (RHN). Present registration to RHN expires on 07/11/2013. KSITM has adequate licenses and purchase of new licenses are not required.

- iv) To bring all the installation equipments and tools required for the installation and commissioning of the system without extra charges
- v) To carry out all general tests such as Power on test on delivery, pre-installation checks to ensure correct connection etc.

#### **4.2. Technical Documentation**

- i) The technical documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation shall be in English.
- ii) Such manuals shall include illustrated catalogues, reference manuals, technical manuals and operation manuals for the purpose of operating the hardware.
- iii) The sets of documents and manuals, supplied and delivered by the proponent shall be in reasonable detail and be current at the time of delivery be in English language.

#### **4.3. Warranty & Maintenance**

- i) The warranty for all the Hardware shall remain valid for a period of five years from the date of User Acceptance. The offer shall be inclusive of a comprehensive onsite Manufacturer warranty for the 5 (five) years.
- ii) During the Warranty period, vendor warrants that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in materials unless provided otherwise in the Contract. The vendor further warrants that the systems supplied shall have no defect arising from the design, materials or workmanship or any act or any omission.
- iii) The vendor shall provide comprehensive on-site maintenance for 5 years from the date of User Acceptance, including five years of the above mentioned warranty. This would include maintenance for overall hardware and end-user problem resolution. The vendor shall provide a comprehensive warranty that covers all components after the issuance of the final acceptance by KSITM. The warranty should cover all materials, licenses, services and support for the hardware. The vendor shall administer warranties with Sl. No. and warranty period.

- iv) During the warranty period, the vendor shall repair/replace at the installed site, at no charge to KSITM, all defective components that are brought to the vendor's notice.
- v) The vendor shall ensure that the warranty complies with the agreed Technical Standards, security requirements, operating procedures and recovery procedures.
- vi) Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the timeframe indicated in the Service Level Agreement (SLA).
- vii) The warranty should not become void if KSITM buys any other supplemental hardware/system software/OS from a third party and installs it within these machines under intimation to the vendor. However, the warranty will not apply to such supplemental hardware/system software item installed.
- viii) The vendor shall carry out Preventive Maintenance (PM), including cleaning of exterior and interior of the supplied hardware and testing for virus, if any, and should maintain proper records for such PM.
- ix) In case equipment, peripheral or components are taken away for repairs, the vendor shall provide a similar standby equipment so that the equipments can be put to use in the absence of the originals/replacements without disrupting the regular work of the respective office.
- x) The vendor has to provide 24 X7 call logging and helpdesk support and should provide an online call logging system for registering and resolving complaints.

#### 4.4. Deliverables

- i) Hardware components to be deployed
- ii) User Acceptance Report of Hardware.
- iii) Providing 24X7 helpdesk and call resolution support during Warranty Period.

#### 4.5. Implementation Locations

Type of Office	No. of Locations
new State Data Centre (nSDC) situated at the Techno Park, Thiruvananthapuram	1



## 5. Instruction to Bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the RFP with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligations under the Bid.

### 5.1. Preparation of Bids

Bids must be precise, concise and complete in every manner. All information not directly relevant to this RFP should be omitted. KSITM will evaluate bidder's proposal based upon its clarity and directness of its response to the requirements of the project as outlined in this RFP.

#### 5.1.1. Documents consisting of the Bids

The Bidder shall submit only one option, which is in accordance with the requirements of the RFP. The bid prepared by the Bidder shall comprise of the following components:

##### a. Pre-Qualification cum Technical Bid

- I. The documents showing the pre-qualification as detailed in Section 2 of this RFP document
- II. The Technical Bid consisting of the following:
  - Technical Bid Particulars (**Annexure 9**)
  - Technical Bid Letter (**Annexure 10**) in this RFP, duly filled in by the Bidder
  - Statement of deviations from Technical Specifications (**Annexure 11**)
  - Statement of Deviations from tender terms and conditions(**Annexure 12**)
  - The detailed product information of the products proposed
  - Hardware Deployment Approach
  - On-Site Installation and Maintenance Support Strategy
  - Additional Information, if any.

*Note: The Technical Bid must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, they may include the same in the Additional Information section.*

##### b. Commercial bid

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following :

- Commercial Bid Particulars (**Annexure 13**)
- Commercial Bid Letter(**Annexure 14**) in this RFP, duly filled in by the Bidder
- Statement of Deviation(s) from Commercial Specifications(**Annexure 15**)
- Break-up of pricing as per the Bill of Quantity (BoQ) in excel format

### **5.1.2. Bid Forms**

Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide sufficient space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

### **5.1.3. Period of Validity of Bids**

- i) The bid shall remain valid for 180 days from the date of Pre-Qualification cum Technical Bid Opening being specified. Bidder should ensure that in all circumstances, its Bid fulfills the validity condition. Any bid valid for a shorter period shall be rejected as non-responsive.
- ii) In exceptional circumstances, KSITM may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by Fax. Bid Security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

### **5.1.4. Non Confirming Bids**

Any bid may be construed as a non-conforming bid and ineligible for consideration if it does not comply with the requirements of this RFP. The failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding bids nonconforming. In addition, KSITM will look with disfavor upon bid that do not follow the format requested in this RFP or do not appear to address the particular hardware requirements as specified by KSITM in the RFP, and any such bidders may also be disqualified.

### **5.1.5. Language of Bid**

The Bid prepared by the Bidder, Supporting documents and printed literature furnished by the bidders as well as all correspondence and documents relating to the Bid exchanged between the Bidder and KSITM shall be in English or in case in another language they should be accompanied by an accurate translation in English language. The correspondence by Fax/e-mail must be subsequently confirmed by a duly signed formal copy.

#### **5.1.6. Bid Prices**

- i) The bidder shall quote a fixed price for the entire project on a single responsibility basis.
- ii) KSITM reserves the right to procure the components/services listed in this RFP in whole or in part.
- iii) No adjustment of the contract price shall be made on account of any variations in costs of labor, traveling and materials, taxes, duties and levies or any other cost component affecting the total cost in fulfilling the obligations under the contract.
- iv) The Contract price shall be the only payment, payable by KSITM to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract.
- v) The price would be inclusive of all Levies & Taxes i.e., Sales Tax & Excise packing forwarding, freight and insurance etc with installation and commissioning. However, any future change, upwards or downwards, in statutory Taxes and Levies shall be to the account of the Bidder.
- vi) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the contract, if awarded. A Bid submitted with an adjustable price quotation or conditional Bid may be rejected as non-responsive.
- vii) DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc, into account.
- viii) The supplier shall quote as per the prescribed BoQ for all the items given in the material requirement summary.
- ix) The price approved by Director, KSITM for procurement will be inclusive of Levies and Taxes, packing & forwarding, freight and insurance along with loading & unloading, installation and commissioning and any change in these shall have no effect on price during the scheduled period of contract.

#### **5.1.7. Bid Currencies**

The prices shall be quoted in Indian Rupees only. No foreign exchange will be made available by the purchaser.

#### **5.1.8. Modification and Withdrawal of Bids**

- i) The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Tenderer.

- ii) Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- iii) The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal will result in the forfeiture of its EMD from the Bidder.

## **5.2. Submission of Bids**

### **5.2.1. Uploading of the Bids**

- i) The bidder shall submit the above bid document online in PDF/xls/rar/dwf format well in advance before the prescribed time. Bidder shall scan the documents in normal resolution to reduce the file size and use high speed network for uploading the documents.
- ii) The bids will be accepted only through online mode and no manual submission of the same will be entertained. Any bid which is submitted manually shall not be considered for evaluation

### **5.2.2. Document Fee and EMD**

- i) Bidders shall remit the Tender document fees and EMD using the online payment options of e-procurement system only. Bidders are advised to visit the “Downloads” section of e-procurement website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) for detailed instructions on making online payment using SBT internet banking facility or by using NEFT.
- ii) Bidders, while participating in online tenders published in Government of Kerala’s e-Procurement website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)), should ensure the following:
  - i. **Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender document fees and EMD are remitted as one single transaction and not separate. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions.
  - ii. **Account number as per Remittance Form only:** Bidder should ensure that account no. entered during NEFT remittance at any bank counter or during adding beneficiary account in Internet banking site is the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender. Bidder should ensure the correctness of details inputted while remittance through NEFT. Please also ensure that your banker inputs the Account Number (which is case sensitive) as displayed or appears in the Remittance form.

Bidder should not truncate or add any other detail to the above account number. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT remittance.

- iii. **Only NEFT remittance allowed.** Vendors should note that only NEFT remittances are allowed through the e-tender system.
- iv. **RTGS PAYMENTS, ACCOUNT TO ACCOUNT TRANSFERS OR CASH PAYMENTS NOT ALLOWED:** RTGS PAYMENTS, ACCOUNT TO ACCOUNT TRANSFERS OR CASH PAYMENTS ARE NOT ALLOWED AND ARE INVALID MODE OF PAYMENTS. HENCE, THE REMITTANCE FORM PROVIDED BY E-PROCUREMENT SYSTEM IS TO BE USED ONLY FOR NEFT PAYMENT.
- v. **UTR number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, without any truncation or addition, in the e-Procurement system for tracking the payment.
- vi. **One Remittance form per bidder and per bid:** The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

**Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the closing of the bid to ensure that payment towards tender document fees & EMD are credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. KSITM/ NIC/ SBT shall not be responsible for any kind of delay in payment status confirmation.**

The bids will not be considered for further processing if bidder fails to comply on points i to iv above and tender fees and EMD will be reversed to the account from which it was received. Any bid not accompanied by EMD will be summarily rejected.

### **5.3. Opening and Evaluation of Bid**

#### **5.3.1. Opening and Evaluation of Pre-Qualification cum Technical Bids**

- i) Bid opening shall be done as per the date mentioned in the section 'Important Information'. Interested bidders can be present at the venue as mentioned the section 'Important Information'.
- ii) The Evaluation Committee would evaluate the Pre-qualification cum technical bid of the bidders. Successful bidders will be informed subsequently.

- iii) To assist in the examination, evaluation and comparison of bids KSITM, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be in writing. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.
- iv) KSITM shall evaluate in detail the Pre-qualification cum Technical Bids and determine whether the bid complies with all the requirements and shall be treated at par for the purpose of financial comparison. Only technically successful bids will be considered for Commercial Bid opening.
- v) The bidder will provide the compliance status, deviations if any, impact of deviations (considered as negative impact), value addition provided and impact of value addition (considered as positive impact) for all the components as specified in Annexure 11.

*Important Notes:*

Evaluation committee has the sole right to accept the deviation and consider the same for negative impact or take action as per other tender conditions. Similarly accept the value addition and consider the same for positive impact.

The operations and maintenance capability and commitment is being gauged through the SLA commitment. The bidder can commit higher SLAs.

KSITM assumes that the specifications claimed for the equipments, are as per the claim of the bidder. KSITM reserves the right to verify the claims and reject/ accept the offers for the items.

### **5.3.2. Opening of Commercial Bid**

- i) Commercial Bid will be opened for those bidders whose bids shall meet all the pre qualification cum Technical criteria.
- ii) The comparison of evaluation shall be of the total cost of the bid, inclusive of all taxes, levies and charges, warranty and onsite maintenance for five years.
- iii) KSITM reserves the right to negotiate with the Bidder whose proposal has been ranked first on the basis of best value.

### **5.4. Clarification of Bids**

- i) During evaluation of Bids, KSITM may, at its discretion, ask any or all the Bidders for a clarification of its Bid. The request for clarification and the response shall be in writing.
- ii) Bidders that fail to submit the clarification as sought by the KSITM on receipt of the KSITMs letter requesting for such clarification, their bids will be evaluated based on the information furnished along with the bid proposal.

### **5.5. Contacting Authority**

- i) Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.
- ii) No bidder shall try to influence KSITM directly or through external source relating to the submitted bid, from the time of publication of the Tender Notification till the time the contract is awarded.
- iii) Any effort by a bidder to influence the Authority or its officers or employers in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

### **5.6. Rejection of Bids**

Notwithstanding anything else contained to contrary in this Tender document, KSITM reserves the right to accept or reject any Bid or to annul the bidding process fully or partially and to reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected.

### **5.7. Contract Negotiations**

KSITM may finalize the Tender and award the work without any negotiations, if it is satisfied with workability of the best offer. Therefore, Bidders are advised to make best possible quotations in the first instance only.

### **5.8. Corrupt and Fraudulent Practices**

- i) “Corrupt Practice” means the offering, giving, receiving, soliciting of anything of value to influence the action of a KSITM/GoK official in the process of contract execution
- ii) “Fraudulent Practice” means a misrepresentation of facts in order to influence a tendering process or the execution of a contract detrimental to the interest of KSITM/GoK and includes collusive practice among bidders (prior to or after bid submission) designed to establish prices at artificial and non-competitive levels and to deprive KSITM/GoK of the benefits of free and open competition.
- iii) “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was given by the KSITM.
- iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

- v) KSITM will reject a bid for award and also may debar the bidder for future tenders in KSITM if it determines that the bidder has engaged in corrupt/ fraudulent/unfair/coercive practices in competing for, or in executing a Contract.

## **5.9. Award of Contract**

### **5.9.1. Post Evaluation and Contract Award Criteria**

- i) The L1 bidder will be awarded the contract provided the technical committee is sufficiently convinced after the technical evaluation.
- ii) An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the Kerala State IT Mission will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- iii) The Kerala State IT Mission is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.

### **5.9.2. KSITM's right to vary Scope of Contract/Quantities at the time of award**

- i) KSITM reserves the right, at the time of award, to increase or decrease the quantity of any of the equipments to be supplied by the successful bidder without change in bid rate or other terms and conditions.
- ii) The Kerala State IT Mission may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
- iii) If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule or both, and the contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the state Government's changed order.
- iv) If any change in quantity of equipments, omitted or added, increase or decrease, the corresponding value of the contract can be adjusted as per the unit rates provided by the bidder in the Bill of Quantities.

### **5.9.3. KSITM's Right to Accept Any Bid and to reject any or all Bids**

- i) Kerala State IT Mission reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby



incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Kerala State IT Mission action.

#### **5.9.4. KSITM's Right to Terminate Process**

- i) KSITM may terminate the RFP process at any time without assigning any reason. KSITM makes no commitments, expressed or implied that this process will result in a business transaction with anyone.
- ii) This RFP does not constitute an offer by KSITM. The bidder's participation in this process may result in KSITM selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not however signify a commitment by KSITM to execute a contract or to continue negotiations. KSITM may terminate negotiations at any time without assigning any reason

#### **5.9.5. Notification of Award**

- i) The acceptance of the tender will be intimated to the successful bidder by KSITM through E-mail/ Fax / by Post prior to expiry of the period of the bid validity
- ii) Upon the successful bidder's furnishing of Project Bank Guarantee equivalent to 10% of the award value of the contract, as bid by the vendor in his bid, KSITM will promptly notify each unsuccessful bidder and will discharge their Earnest Money Deposit (EMD)

#### **5.9.6. Signing of Contract**

- i) All formalities of submission of the **Contract Performance Bank Guarantee** in the format attached as **Annexure 4** and signing of the contract shall be completed within 20 days of the intimation of the successful bidder.
- ii) At the same time as KSITM notifies the successful bidder that its bid has been accepted, KSITM will ask the bidder to submit Performance Bank Guarantee within 10 days of the issue of such notification. If the bidder does not submit the Performance Bank Guarantee within 10 days of such notification then his full EMD will be forfeited. On receipt of the Performance Bank Guarantee, the Letter of Intent (LoI) will be issued, EMD will be discharged and bidder will submit a non-judicial stamp paper of Rs 50/- for execution of the contract.
- iii) Issue of a LoI shall constitute intention of Buyer to enter into the contract with the bidder.
- iv) Acceptance of the Letter of Intent will be deemed as effective from the date of issue of the Letter of Intent.
- v) Failure of the successful bidder to sign the contract proposed through the award letter/LoI, shall constitute sufficient grounds for the annulment of the award, in which

event KSITM may make the award to the next lowest bidder at the cost of L1 or call for new bids.

#### **5.9.7. Annulment of Contract**

- i) Failure of the successful bidder to comply with the requirements shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD (if applicable) in which event KSITM may make the award to any other bidder at his discretion or call for new bids.

#### **5.9.8. Performance Bank Guarantee**

- i) On receipt of Lol from KSITM the successful bidder shall deposit an irrevocable Performance Bank Guarantee equivalent to 10% of the award value of the contract, as bid by the vendor in his bid. The guarantee shall be in the form of Deposit at Call Receipt/Banker's Cheque/Pay Order/Demand Draft/Guarantee Bond from any Nationalized/Scheduled Bank in favour of ' Director, KSITM, Thiruvananthapuram' payable at Thiruvananthapuram.
- ii) The performance bank guarantee shall be initially valid up-to the stipulated date of completion plus 60 days beyond that. In case the time of satisfactory completion of work gets extended, the vendor shall get the validity of the Performance Bank Guarantee extended to cover such extended time of completion of work. After recording of the satisfactory completion certificate for the work by the competent authority, the Performance Bank Guarantee shall be returned to the Vendor, without any interest
- iii) In the event of contract being determined or rescinded under the provision of any of the Clause/Condition of the agreement, the Performance Bank Guarantee shall stand forfeited in full and shall be absolutely at the KSITM Protection.

#### **5.10. Contract Monitoring**

- i) KSITM shall hold regular contract monitoring meetings after the award of the contract to monitor the performance of the contract
- ii) The date and time of such meeting shall be intimated to the contractor / supplier by fax / email / post. The date and time of subsequent meetings shall be decided and recorded in previous meetings.
- iii) The proceedings of each meeting shall be recorded and action as required towards successful completion of the project shall be initiated promptly by both KSITM and the vendor. Review meetings shall be with reference to milestone and contract performance analysis.

## **6. General Terms and Conditions of the Contract:**

### **6.1. Compliance**

- i) The unconditional acceptance of all the terms & conditions of the Tender Notification has to be submitted through a letter. The format of the letter is attached at **Annexure-3**.
- ii) The submission of the tender will imply acceptance of all the tender condition by the bidder laid in tender document including all the Annexure(s) & schedules to the tender document.
- iii) The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
- iv) The submission of unconditional acceptance as described at 6.1. i) is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in the tender being liable for rejection.

### **6.2. Language and Currency**

The bidder shall quote the rates in English language and International numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. Over writing is not permitted. In case of disparity in figures & words, the rate in words will be considered. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

### **6.3. Correspondence**

All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

### **6.4. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India.

### **6.5. Assigning of Sub-Contracts**

The Vendor shall not assign anyone in whole or in parts, its obligations to perform under the

Contract, except with KSITM's prior written consent.

#### **6.6. Notices**

- i) Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile to the other party's address, and confirmed in writing by the other party.
- ii) A notice shall be effective when delivered or tendered to other party whichever is earlier.

#### **6.7. Patent Rights**

The Bidder shall indemnify the tenderer against all third party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of equipments or any part thereof.

#### **6.8. Taxes and Duties**

- i) All the taxes, duties, levy and all other charges applicable and shall be valid for delivery on FOR basis to the designated delivery points. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.
- ii) GoK/ KSITM shall not pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the Bids and also during the contract period. The decision of KSITM in this regard will be final and binding and no disputes in this regard will be entertained.

#### **6.9. Insurance**

The equipments and services supplied under the contract shall be fully insured by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The period of insurance shall be upto the date the supplies are accepted and the rights of the property are transferred to KSITM.

#### **6.10. Packing**

- i) The vendor shall provide packing of systems in such a manner as to prevent their damage or deterioration during transit to the project sites. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposures to extreme temperatures, humidity, sleet and precipitation during transit and open storage.

- ii) The Vendor shall promptly replace any system that is damaged in transit. The packing, marking and documentation within and outside the packages shall also comply strictly with the requirements.
- iii) There shall be a packing list, in each case, fully itemized to show case number, contents, gross and net weight and cubic measurement.

### **6.11. Differing Shipments**

If KSITM shall have notified the Vendor in writing that the former is not ready to take delivery, no system or materials shall be forwarded until intimation in writing shall have been given to the Vendor by KSITM that it is ready to take delivery.

### **6.12. Delivery and Documentation**

It is the responsibility of the vendor to supply all the Hardware equipments, as mentioned in the schedule of requirements in the respective project sites. Transportation of Goods and Material to the designated locations as per the Purchase order is the responsibility of the vendor. KSITM will not pay any extra cost towards transportation of goods/material. Also the Vendor has to make his own arrangement for loading and unloading of the goods at the designated locations. The project sites along with the required quantities of items to be supplied will be communicated to vendor at a later stage in detail. The vendor shall intimate KSITM by letter/fax/Telephone. at least 7 days before the actual arrival of the systems at the Sites, the full details of the delivery including contract number, couriers receipt number and date, description of systems, quantity etc. The vendor shall mail the following documents to KSITM -

- 3 copies of the invoice showing systems description, quantity, unit price, total amount
- Courier's receipt/acknowledgement of receipt of systems
- Insurance certificate
- Manufacturer's/Supplier's warranty certificate
- Factory Inspection Certificates.

### **6.13. Hardware Installation**

The vendor is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

### **6.13.1. Incidental Services**

- i) Performance of on-site assembly and start-up of the supplied hardware, operating system and other software packages;
- ii) Furnishing of appropriate hardware, device drivers, required for maintenance of the supplied Goods.
- iii) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment;

### **6.14. Warranty**

The bid proposal shall be inclusive of a comprehensive onsite “Replacement Warranty” for at least five years for all the items applicable from the date of User Acceptance. The supplier shall maintain systems and peripherals supplied and installed under this RFP in accordance with the provisions laid down in the clauses below during the warranty period.

#### **6.14.1. Scope and Services Covered under Warranty**

The supplier shall provide the following services under the warranty to keep the systems and peripherals in good working order:

- i) Unscheduled on call corrective and remedial maintenance service to set right the malfunctioning of the system. This includes replacement of unserviceable parts. The parts replaced will either be new parts or equivalent in performance to new parts. In the case of a part, the defective part removed from the system will become the property of the supplier.
- ii) Operating System (OS) Support: The supply is comprehensive inclusive of OS support on all the systems supplied and installed under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration (if required) shall be attended & rectified by the supplier. All required device drivers shall be provided by the supplier. The supplier shall also keep a copy of all device drivers.

### **6.15. Testing and Inspection**

#### **6.15.1. Post receipt / pre-installation testing:**

- i) This testing / inspection shall be performed at the Delivery site at the time of delivery of the equipment and the site inspector shall inspect the goods against any physical damage on delivery. The inspector shall also check the goods delivered against the

models ordered. The inspector shall reject the items, which are not delivered as per the contract or any subsequent modifications to the contract, in terms of make & model. The inspector shall also receive the goods after inspection.

**6.15.2. Post installation Acceptance testing / Inspection**

- i) This testing / inspection shall be performed after the completion of installation at site. The inspectors designated by KSITM shall verify the component level details during this testing and shall sign the installation report after successful completion of the post installation testing. Defects / shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.

**6.15.3. Replacement**

- i) If any Item or any part thereof, before it is taken over under clause 6.15.2.i) is found defective or fails to fulfill the requirements of the contract, the consignee shall give the Contractor//Vendor notice setting forth details of such defects or failure. The Contractor/Vendor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements by the Contractor/Vendor shall be made free of all charges at site. Should he fail to do so within this time, the buyer reserves the discretion to reject and replace at the cost of the Contractor//Vendor the whole or any portion of the items as the case may be, and that is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the Buyer shall be deducted from the amount payable to the Supplier.
- ii) Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA). In case the selected bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the SLA.
- iii) The selected bidder shall have to stock and provide adequate onsite and offsite spare parts and spare components to ensure that the resolution time commitment as per SLA is met. To provide this service it is important for the selected bidder to have back to back arrangement with the OEMs. The selected bidder needs to provide a copy of the service level agreement signed with the respective OEMs.

**Note:** The testing & inspection as per clause 6.15 in any way not relieve the Contractor from any Warranty or other obligations under this contract.

#### **6.16. Maintenance**

- i) Free on-site maintenance services shall be provided by the Supplier during the period of warranty. The vendor will enter into AMC agreement with KSITM after the expiry of the warranty period of equipments supplied under this tender for a period not less than 2 years after the expiry of warranty, **at the discretion of KSITM.**
- ii) KSITM shall have the option of entering into AMC in respect of all the goods or part of the Goods or completely opt out of the AMC.

#### **6.17. Force Majeure**

- i) For the purpose of this Article, Force “Majeure” means any cause, which is beyond the control of the vendor or KSITM as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:-
  - a. War / hostilities
  - b. Riot or civil commotion
  - c. Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
  - d. Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the vendor, which prevent or delay the execution of the order by the vendor.
- ii) In case of occurrence of the above mentioned cases, the successful bidder’s right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.
  - a. That within 10 days after the occurrence of a case of Force Majeure but before the expiry of the stipulated date of completion, the bidder must inform the KSITM in writing about the occurrence of Force Majeure Condition (as per Annexure-7 to the tender document) and that the vendor considers himself entitled to an extension of the time limit.
  - b. That the vendor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.



- c. That the vendor proves that the said conditions have actually been interfered with the carrying out of the contract.
- d. That the vendor proves that the delay occurred is not due to his own action or lack of action.
- e. Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

#### **6.18. Handing Over**

- i) At the end of the warranty period, KSITM may exercise its option to renew the AMC with the existing vendor or may invite fresh bids for subsequent AMC.
- ii) If handover is required to any other supplier other than the vendor selected under this bidding process, at the end of the existing AMC or otherwise, the vendor would be responsible for handing over the all such relevant items that may be necessary for the transition process

#### **6.19. Patents, Successful bidder's Liability & Compliance of Regulations**

- i) Successful bidder shall protect and fully indemnify KSITM from any claims for infringement of patents, copyright, trademark, license violation or the like.
- ii) Successful bidder shall also protect and fully indemnify KSITM from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- iii) Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify KSITM completely from any claims/penalties arising out of any infringements and indemnify completely the KSITM from any claims/penalties arising out of any infringements.

#### **6.20. Termination:**

- i) Termination for Default: If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by KSITM, without any valid reasons acceptable to KSITM, KSITM may terminate the contract after giving one month notice, and the decision of KSITM on the matter shall be final and binding on the bidder. Upon termination of the contract, KSITM shall be at

liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages. In case of termination of contract for default of the contractor, the performance security will be forfeited.

- ii) Termination for Insolvency: Government of Kerala can terminate the contract, if the bidder becomes bankrupt and/or losses the desired state of insolvency with a notice of 15 days. Government of Kerala, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. The Government will also, in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with the Government.

### **6.21. Resolution of Disputes and Arbitration**

- i) State and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- ii) If, after thirty (30) days from the commencement of such informal negotiations, State and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.
- iii) All Arbitration proceedings shall be held at Thiruvananthapuram, Kerala, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- iv) In case of any dispute, the Arbitrator's decision shall be final in all regards. In case of any dispute Principal Secretary to the Government, Department of IT will be the arbitrator.

### **6.22. Acquaintance with Local Conditions**

- i) Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.
- ii) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent/Award as described in the bidding documents. The Tenderer shall not entertain any request for clarification from the Bidder regarding such local conditions.

- iii) It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Tenderer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Tenderer on account of failure of the Bidder to know the local laws / conditions

### **6.23. Statutory and Regulatory Approvals**

The Bidder shall be responsible for obtaining approvals for any statutory and regulatory requirements from any of the authorities. Further, the Bidder shall be responsible to get required documentation completed for obtaining such approvals from time to time.

### **6.24. Confidentiality**

Any information pertaining to KSITM or any other agency involved in the project, matters concerning GoK that comes to the knowledge of the vendor in connection with this contract, will be deemed to be confidential and the vendor will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The vendor shall ensure due secrecy of information and data not intended for public distribution.

### **6.25. Limitations of Liability**

The liability of the KSITM for its obligations under the Contract shall in no case exceed the total value of the Contract.

### **6.26. Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful Bidder to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event KSITM may award the Contract to the next best value Bidder or call for new Bids.

### **6.27. Set off**

Any sum of money due and payable to the Vendor (including security deposit refundable to him) under this contract may be appropriated by the KSITM to set off the same against any claim of KSITM for payment of a sum of money arising out of this contract made by the Vendor with KSITM.

## 7. Special Conditions of the Contract

### 7.1. Time Schedule & Delivery

Time is The essence of Contract. The time and date of supply and installation of the equipments, as contained in supplier's proposal and as agreed as per the contract after modification, if any, shall be final and binding upon the supplier. It must be understood that the supplier has made the proposal after fully considering all such factors, which may have any bearing on the time schedule of the contract, and the buyer shall permit no extension in the schedule whatsoever on these accounts.

### 7.2. Project Schedule

Delivery of items should be as per schedule below:

SI No:	Milestones	Time Frame
1.	Issue of Letter of Intent(LoI) to the Successful Bidder	T0*
2.	Delivery, installation, commissioning of all hardware components at nSDC for e-District State-wide roll-out	T0+ 1 Month
3.	Testing and user acceptance of hardware at nSDC for e-District State-wide roll-out	T0+ 1.5 Months= UA
4.	Warranty for hardware and maintenance support	UA** + 5 years

\* - T0 is the event of signing the Agreement between KSITM and successful bidder/ vendor. The vendor has to keep up with the overall deadline.

\*\* - UA is the event of user acceptance after installation and testing.

### 7.3. Payment Terms

Activity No:	Milestone	% of Total Fee
<b>A. Phase I- Hardware Supply, Installation Testing and Commissioning</b>		
1.	Testing and User Acceptance of hardware at nSDC for e-District State-wide roll-out	80
<b>B. Phase II: Warranty and Maintenance Phase</b>		
1.	Twenty equal Quarterly Installments over five years from the user	20

	acceptance date.	
--	------------------	--

### **7.3.1. Payment Terms: Phase1**

- i) All the payments to the supplier will be made as per the Payment Terms set out in this RFP.
- ii) The payments shall be released to the Vendor on submission of documents as below:
  - a) Bills (Invoices) in Triplicate
  - b) Delivery Challan
  - c) Receipt from the Consignee (officer in-charge of the site) for completion of delivery in good condition and test report.
  - d) Installation / Commissioning Report duly certified by the officer in charge of the location /site of delivery.

### **7.3.2. Penalties: Phase 1**

If the hardware supply and installation is not completed in all respects as per the defined scope within the stipulated period as prescribed in clause 7.2, penalty will be levied by KSITM on the successful bidder. The penalties applicable are as follows.

- i) In case of delay in a single milestone beyond 1 week based on reasons solely attributable to the vendor, 1% of total value of the contract will be charged as penalty.
- ii) In case of delay in a single milestone beyond 2 weeks, 1.5% of total value of the contract will be charged as penalty.
- iii) In case of delay in a single milestone beyond 3rd week, 2% of total value of the contract will be charged as penalty.
- iv) If any delay exceeds more than 4 weeks, KSITM reserves the right to cancel the order without giving any notice.
- v) In case of any dispute, the Arbitrator's decision shall be final in all regards. In case of any dispute Principal Secretary to the Government, Department of IT will be the arbitrator.

### **7.4. Service Level Agreement: Warranty and Maintenance Phase**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to define the levels of service which shall be provided by the shortlisted vendor to Government of Kerala for the duration of this contract.

#### **7.4.1. Definitions**

For better, following terminologies are defined below.

- i) "Availability" shall mean the time for which the services and facilities are available for conducting operations from the hardware installed at SDC.
- ii) "Downtime" is the time the services and facilities are not available and excludes the scheduled outages planned in advance.
- iii) "Helpdesk Support" shall mean the 24x7 center which shall handle Fault reporting, Trouble Ticketing and related enquiries during the Warranty and AMC contract (If Chosen) period.
- iv) "Incident" refers to any event / abnormalities in the functioning of the equipment that may lead to disruption in normal operations of e-District.
- v) "Service Window" shall mean the duration for which the facilities and services shall be available. Service window in this case shall be 24x7.
- vi) Resolution time is defined as the total time between receipt of the incidence (helpdesk call/ receipt of alarm generated) till the incidence has been resolved. It includes response time i.e. time taken by support staff to acknowledge the call and reach the site to resolve call.

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The vendor shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the vendor shall be reviewed by Kerala State IT Mission that shall:

- Regularly check performance of the vendor against this SLA.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

The SLA has been logically segregated in the following categories:

1. IT Infrastructure at nSDC - related service levels
2. Help desk Services – nSDC
3. Compliance and Reporting Procedures

#### 7.4.2. SLA Tracking and Penalty

The Quarterly Maintenance Charges (QMC), will be linked to Service Metric Parameters monitored monthly and complied quarterly and will be paid at the end of that quarter.

The following measurements and targets shall be used to track and report performance of SLA on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

##### IT Infrastructure: Server Availability at nSDC

Sl. No	Measurement	Definition	Target	Penalty
1.	e-District SDC Server equipment/ services Uptime/ Availability (including OS, Databases and applications installed) for State-wide roll out	Uptime = $\{1 - [(Downtime) / (Total Time - Maintenance Time)]\} * 100$ , for services/ equipments supplied by the vendor for e-District.	$\geq 99.75\%$	NA
			<b>Between 99.75% and 97.75%</b>	For every 0.25% degradation in the uptime there will be a penalty of 1 % of QMC
			$< 97.75\%$	For every 0.25% degradation in the uptime there will be a penalty of 2% of the QMC. The maximum penalty enforced on the vendor would be up to 50% of QMC and the contract is liable for Termination and compensation paid to KSITM.

**Help Desk Service Availability: SDC Incidence**

S. No	Measurement	Definition	Target	Penalty
1.	Resolution Time	“Resolution Time”, is defined as the total time between receipt of the incidence (helpdesk call/ receipt of alarm generated by management system) and the resolution of the incidence.	100 % of the calls which are registered	No Penalty
			Unresolved calls	0.01% of the QMC for every 30 minutes delay on an incremental basis for every unresolved call. The maximum penalty enforced on the vendor would be up to 50% of QMC and the contract is liable for Termination and compensation paid to KSITM

**7.4.3. SLA Compliance and Monitoring**

At each location, KSITM will keep a **System Maintenance Log Book** which is a record of equipment failure including the nature of failure, date and time of booking the complaint, when the machine was put back in to service and total down time. This record will be signed by the supplier’s Service Engineer and site official in-charge once the incidence is resolved.

A signed copy of **MIS report** shall be forwarded by the supplier to KSITM every month before 5<sup>th</sup> in support to compliance regulation. MIS should contain the following details:

- i. Monthly and quarterly availability of hardware components.
- ii. Total number of service calls recorded and resolved as per SLA with call details.
- iii. Exception report indicating calls completed beyond SLA with calculation of non performance deduction.



KSITM will check the MIS report with their Consolidated System Maintenance Log Book before giving final acceptance. Once accepted, QMC will be calculated based on MIS report data.

SI No	Measurement	Definition	Target	Penalty
1.	Submission of MIS Reports	<p>The Vendor shall submit the MIS reports as requested by KSITM, which are given below but not limited to:</p> <ul style="list-style-type: none"> <li>• Monthly and Quarterly availability of different category of equipments</li> <li>• Exception report indicating calls completed beyond SLA, with calculation of non-performance deduction.</li> <li>• Server Uptime Report</li> </ul> <p>The Vendor shall provide the formats for above reports and get these approved by KSITM</p>	<p>Report for the previous month shall be submitted by the 5th of the next month</p>	<p>Before 5<sup>th</sup> <b>N.A.</b></p> <p>After 5<sup>th</sup> <b>0.1% of QMC</b></p> <p>After 10<sup>th</sup> <b>0.2% of QMC</b></p> <p>After 20<sup>th</sup> <b>0.3% of QMC</b></p>

### 7.5. Payment Process

MIS and Monitoring reports submitted by vendor will be accepted by KSITM post verification and cross checking with support documents submitted by vendor. KSITM will release an Acceptance letter on every quarter end. Vendor should raise the invoice only after receiving the acceptance letter from KSITM. Payment will be released within 30 days from the day invoice is received.

Note: Service Levels mentioned herein are intended to measure whether successful bidder is meeting some, but by no means all, of bidder's contractual commitments to KSITM. Service Levels may be added, deleted, or modified by the parties during the term of this agreement.

### 7.6. Upgradation

- i) The successful bidder shall guarantee the long term availability of upgraded versions of hardware/software to the buyer for the full life of the equipment. The Software Operating

Systems shall be updated at the time of installation with all the released patches and service packs.

- ii) The above shall be applicable during the guaranty / warranty period free of any additional cost.

### **7.7. Obsolescence**

- i) The bidder shall guarantee that the equipments quoted and supplied shall not be obsolete or proclaimed as 'End of Life' by the Original Equipment Manufacturer during the warranty period/ extended warranty period.
- ii) The bidder shall guarantee that all the equipments shall be supported with necessary spares by the Original Equipment Manufacturer during the warranty period/ extended warranty period.

### **7.8. Change of Model**

- i) No change of model after the placement of order shall be entertained unless the alternate model offered are equivalent or higher in specifications and approval of the competent authority has been obtained in writing for such a change of model before the delivery of the product. Delivery of the alternate product without such an approval shall not be accepted and KSITM shall not be responsible for any delay in delivery schedule on this account

### **7.9. Intellectual Property Rights**

- i) KSITM recognizes the intellectual property rights of the Original Equipment Manufacturer.

### **7.10. Delivery Schedule & Monitoring**

- i) The vendor shall plan various activities and submit the execution schedule within one week of award of the work. The execution schedule should clearly indicate all activities and the time required for completion of each activity taking the delivery time as 1 month. Delivery of all items shall be made within 1 months of award of order, failing which penalty clause will be invoked.

# ANNEXURES

**ANNEXURE 1- BIDDER PROFILE**

S.No.	Particulars	Details to be furnished	
<b>Details of the Bidder(Firm/Company)</b>			
1	Name		
2	Address		
3	Telephone		Fax
4	Email		Website
<b>Details of Authorized Person</b>			
5	Name		
6	Address		
7	Telephone		Email
<b>Information About the Company</b>			
8	Status of company (Public Ltd/Pvt. Ltd)		
9	Details of Registration of Firm (Provide Ref e.g. Roc Ref#)	Date	
		Ref#	
10	Number of Professionals		
11	Location and Address of Offices (in India and Overseas)		
12	Service Tax Registration Number		
13	Income Tax Registration Number (PAN)		
14	Sales Tax Registration Number (VAT)		
15	Enclose latest STCC		

\_\_\_\_\_  
Signature of the Bidder

**ANNEXURE 2 - FINANCIAL INFORMATION**  
(Please attach copies of Audited Financial Statements)

<b>Turn Over of the Organization</b>			
<b>FY 2010-11</b>	<b>FY 2011-12</b>	<b>FY 2012-13</b>	<b>Average of last 3 FYs</b>

<b>Net Worth</b>
<b>Net Worth of the Organization as on 31<sup>st</sup> March 2013</b>

\_\_\_\_\_

**Signature of the Bidder**

**ANNEXURE 3 – BID FORM**

**To,**  
**Director,**  
**Kerala State IT Mission;**  
**ICT Campus, Vellayambalam, Thiruvananthapuram -33.**

**Sub:** Acceptance of Terms & Conditions of Tender

**Ref: - Tender No:**

**Dear Sir,**

1. Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged, I / we, undersigned, offer to supply all hardware & software and execute all works in conformity with tender specifications referred above and also to the said terms conditions of contract for the sum shown in the commercial bid attached herewith and made part of this bid.
2. I / We undertake, if our Bid is accepted, to complete delivery and installation of all items specified in the contract **within 30 days** calculated from the date of issue of your purchase order.
3. I / We agree to abide by this Bid up to 180 days and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. I / We affirm that I / We have enclosed the acceptance of all terms and conditions and also all brochures detailing the technical specification of the items quoted by me/us.
6. The tender document for the works mentioned above have been obtained by me from the URL: <http://etenders.kerala.gov.in/nicgep/app>, the official website of Govt. of Kerala and I / we hereby certify that I / we have read the entire terms and conditions of the tender document, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.

Yours Faithfully,

(Signature of the Bidder)

Date: \_\_\_\_\_

Stamp

**ANNEXURE 4 - PERFORMANCE BANK GUARANTEE**

(To be stamped in accordance with Stamp Act)

Ref Tender No:

Bank Guarantee No.

Date:

To,  
The Director,  
Kerala State IT Mission (KSITM),  
ICT Campus, Vellayambalam,  
Trivandrum, Kerala, India

Dear Sir,

WHEREAS..... (Name of the Vendor) herein after called “vendor” has undertaken, in pursuance of Contract, dated.....20\_\_ (hereinafter referred to as “the Contract”) to supply and install hardware under the e-District project for the Government of Kerala.

AND WHEREAS it has been stipulated in the said Contract that the Vendor shall furnish a Bank Guarantee (“the Guarantee”) from a scheduled bank for the sum specified therein as security for the performance of the vendor for supply and installation of hardware as per the agreement.

WHEREAS we.....(“the Bank”, which expression shall be deemed to include it successors and permitted assigns) have agreed to give the Kerala State IT Mission(“KSITM”) the Guarantee.

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the vendor to KSITM under the terms of their Agreement dated \_\_\_\_\_ on account of full or partial non- implementation and/ or delayed and/ or defective implementation. Provided, however, that the maximum liability of the Bank towards KSITM under this Guarantee shall not, under any circumstances exceed \_\_\_\_\_ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from KSITM stating full or partial delay, which shall not be called in question, in that behalf and without delay/demur or set off, pay to KSITM any and all sums demanded by KSITM under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from KSITM to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

.....  
.....  
.....

- 3. This Guarantee shall come into effect immediately upon execution.
- 4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of KSITM under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till KSITM discharges this guarantee in writing, whichever is earlier.
- 5. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
  - i) any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
  - ii) any breach or non-compliance by the vendor with any of the terms and conditions of any Agreements/credit arrangement, present or future, between vendor and the Bank.
- 6. The BANK also agrees that KSITM at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against VENDOR and notwithstanding any security or other guarantee that KSITM may have in relation to the vendors liabilities.
- 7. 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 KSITM or any other indulgence shown by KSITM or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
- 8. This Guarantee shall be governed by the laws of India and only the courts of Thiruvananthapuram, Kerala shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.



Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Witness

(Signature)

(Name)

(Official Address)

Dated:

(Signature)

Bank Rubber Stamp

(Name)

Designation with bank Stamp

Plus Attorney as per Power of

Attorney No:

Dated:

**ANNEXURE 5 - MANUFACTURER'S AUTHORIZATION FORM**

To,  
The Director,  
Kerala State IT Mission (KSITM),  
ICT Campus, Vellayambalam, Trivandrum.

Ref Tender no: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Whereas \_\_\_\_\_ (Name and Address of the Manufacturer) who are established and manufacturers of (Name/description of the products), having production facilities at \_\_\_\_\_ (Address of factory) do hereby authorize M/s \_\_\_\_\_ (Name and Address of the Bidder) to submit a bid, and subsequently negotiate and sign the Contract with you against RFP No \_\_\_\_\_ dated \_\_\_\_\_ for the above products manufactured by us, for the supply requirements of the above invitation of bids.

We hereby extend full guarantee for the products offered for supply by the above firm against the said RFP and duly authorize said firm to act on our behalf in fulfilling all installation, technical support and maintenance obligations as required by Government of Kerala.

Name: \_\_\_\_\_ (In the capacity of)

(Duly authorized to sign the authorization on and behalf of)

Signature:

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

*Note: This letter of authority must be on the letterhead of the concerned manufacturer and must be signed by a competent person and having the power of attorney to bind the Manufacturer and, must be included by the Bidder in its bid.*

**ANNEXURE 6 - FORMAT FOR PROVIDING CITATIONS**

<b>Sl. No.</b>	<b>Item</b>	<b>Guidelines</b>	<b>Attachment Ref. No. for details</b>
1.	Name of the Project		
2.	Client Details	Name & Contact person's Name & No.	
3.	Domain/Sector	Please specify the domain such as which department etc.	
4.	No. of Locations	Please Specify Number of locations for implementation	
5.	Scope of Work	Provide Scope of Work; highlight Key Result Areas expected and achieved	
6.	Contract Value	Provide particulars on Contract Value assigned to each major phase and milestone	

The Citations should be given in the above format. A separate copy of this format should be used for each citation and at least three citations should be provided.

## ANNEXURE 7 - FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE

To,  
The Director,  
Kerala State IT Mission (KSITM),  
ICT Campus, Vellayambalam, Trivandrum.

Ref Tender no: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

### Subject: Intimation regarding Force Majeure Case

Sir,

Pursuant to Clause No.6.19 - FORCE MAJEURE, it is for your kind information that a case of force majeure has since occurred. Details are given below:

Date of occurrence	Detail of Incident	Activity affected	Likely Delay	Requested Extension

We are entitled to an extension in the date of completion as requested above. Bar chart with revised schedule of activities is attached. Please approve the extension in the time. Evidence of the date of occurrence is also enclosed. It is certified that performance of the Contract has been interfered with. It is also certified that the incident has not occurred due to our own action and that there has not been any lack of action by us in preventing the occurrence.

We are only claiming the extension in the date of completion of the activity (ies) and not claiming the loss incurred in the course of the incident.

Yours faithfully,

(Authorized Signatory)/Vendor  
(With rubber Stamp)

Enclosures:

1. Revised Bar Chart
2. Evidence of the occurrence of the Force Majeure case (..... sheets)

### ANNEXURE 8 - PERFORMA FOR QUERIES

Bidders requiring specific points of clarification may communicate with KSITM during the specific period using the following format

Bidder's Request for Clarification		
Name of Organization submitting request	Name & Position of person submitting request	Address of Org. including phone, Fax, e-mail Points of Contact
		<b>Tel:</b>  <b>Fax:</b>  <b>e-Mail:</b>

SI No.	Bidding Document Reference (Number/Page)	Content of RFP Requiring Clarification	Points of Clarification Required
1.			
2.			
3.			

**ANNEXURE 9 - TECHNICAL BID  
(BID PARTICULARS)**

1. Tender Number

\_\_\_\_\_

2. Name of the Bidder

\_\_\_\_\_

3. Full Address of the Bidder

\_\_\_\_\_

\_\_\_\_\_

4. Name of the actual signatory of the product(s) offered

\_\_\_\_\_

5. Bidder's proposal number and date

\_\_\_\_\_

6. Name and Address of the officer to whom all references shall be made regarding the tender

\_\_\_\_\_

Telephone : \_\_\_\_\_

Fax : \_\_\_\_\_

E-mail : \_\_\_\_\_

**Bidder**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## ANNEXURE 10 - TECHNICAL BID LETTER

To,

The Director,

Kerala State IT Mission (KSITM),

ICT Campus,

Vellayambalam,

Trivandrum.

Ref Tender no: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Dear Sir,

We hereby declare

1. We/our principals are equipped with adequate manpower / machinery / technology for providing the Hardware as per the parameters laid down in the Tender Document and We/our principals are also equipped with adequate maintenance and service facilities within India for supporting the offered document.
2. We hereby offer to provide the hardware with the required technical specifications as specified in the tender document.
3. We do hereby undertake, that, in the event of acceptance of our bid, the Hardware shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.
4. We enclose herewith the complete Technical Bid as required by you. This includes:
  - i. This Bid Letter
  - ii. Bid Particulars
  - iii. Statement of Technical Deviation(s)
  - iv. Statement of deviations from tender terms and conditions
  - v. Detailed Specification of the Hardware & Timeline for Installation

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions. The deviations from the technical specification(s) are only those mentioned in **Annexure 11** and the deviations from the tender terms and conditions are only those mentioned in **Annexure 12**.

Certified that the tenderer is a Company and the person signing the tender is the duly constituted attorney.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

(Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:



**ANNEXURE 11 - STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS**

To,

The Director,

Kerala State IT Mission (KSITM),

ICT Campus,

Vellayambalam,

Trivandrum.

Ref Tender no: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Dear Sir,

Following are the deviations and variations from the Technical Specifications of tendered items. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

**1 Application Server at nSDC – 2 Nos.**

Technical Specification	Complied? Y/N	Deviation	Cross reference to attached brochures/documents
Rack Server- 4P (Server having four nos. Intel Xeon E7- ( 10 Core, 2 GHz or above, 24MB - L3 cache) or higher processors			
Intel 7500 Chipset or higher, 256 GB DDR-III 1066 MHz or higher SDRAM Memory with ECC upgradable up to 1TB			
SAS RAID Controller supporting RAID 0,			

1 & 5 with 8 ports			
Two server Ethernet dual port controller (10/100/1000Mbps) with full duplex			
4x300GB SAS Hot swap HDD (10K rpm or higher)			
Integrated DVD ROM Drive			
One Dual Ported HBA card with minimum 8Gbps DTR per port and downward compatible along with two nos. of 5m LC to LC cable (MM)			
Certification for Windows & Linux OS (32Bit & 64Bit)			
Remote management over LAN & WAN including features like virtual media & KVM over IP			
Clustering and hardware virtualization support			
Feature to disconnect failed node from shared storage in cluster			
Server System with redundant hot swap power supply to sustain above configuration			
5 years on-site comprehensive warranty support.			

## 2 Database Server at nSDC – 2 Nos.

Technical Specification	Complied? Y/N	Deviation	Cross reference to attached brochures/documents
Rack Server- 8P (Server having eight nos. Intel Xeon E7- ( 10 Core, 2 GHz or above, 24MB - L3 cache) or higher processors			

Request for Proposals (RFP) for supply of servers for e-District State-wide Roll-out, Kerala

Intel 7500 Chipset or higher, 512 GB DDR-III 1066 MHz or higher SDRAM Memory with ECC upgradable up to 1TB			
SAS RAID Controller supporting RAID 0, 1 & 5 with 8 ports			
Two server Ethernet dual port controller (10/100/1000Mbps) with full duplex			
4x300GB SAS Hot swap HDD (10K rpm or higher)			
Integrated DVD ROM Drive			
Two Dual Ported HBA card with minimum 8Gbps DTR per port and downward compatible along with four nos. of 5m LC to LC cable (MM)			
Certification for Windows & Linux OS (32Bit & 64Bit)			
Remote management over LAN & WAN including features like virtual media & KVM over IP			
Clustering and hardware virtualization support			
Feature to disconnect failed node from shared storage in cluster			
Server System with redundant hot swap power supply to sustain above configuration and future upgradation with min. 8 Hot Swap Drive bays			
Server system should not have more than two cascaded server			
5 years on-site comprehensive warranty support.			

**ANNEXURE 12 - STATEMENT OF DEVIATIONS FROM TENDER TERMS & CONDITIONS**

To,

The Director,

Kerala State IT Mission (KSITM),

ICT Campus,

Vellayambalam,

Trivandrum.

Ref Tender no: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Dear Sir,

Following are the deviations and variations from the Terms and Conditions of the Tender. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

Sl. No.	Reference of Clause No. & Page No.	Deviation in the Bid	Brief Reason
1.			
2.			
3.			

**ANNEXURE 13 - COMMERCIAL BID  
(BID PARTICULARS)**

1 Tender Number

\_\_\_\_\_

2 Name of the Bidder

\_\_\_\_\_

3 Full Address of the Bidder of the product(s) offered

\_\_\_\_\_

4 Name of the actual signatory

\_\_\_\_\_

5 Bidder's proposal number and date

\_\_\_\_\_

Name and Address of the officer to whom all references shall be made regarding the tender

\_\_\_\_\_

Telephone : \_\_\_\_\_

Fax : \_\_\_\_\_

E-mail : \_\_\_\_\_

**Bidder**

Signature -----

Name -----

Designation -----

Company -----

Date -----

## ANNEXURE 14 - COMMERCIAL BID LETTER

To,

The Director,

Kerala State IT Mission (KSITM),

ICT Campus, Vellayambalam, Trivandrum.

Ref Tender no: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Sir,

We hereby declare

1. We/our principals are equipped with adequate manpower / machinery / technology for providing the Hardware as per the parameters laid down in the Tender Document and we/our principals are also equipped with adequate maintenance and service facilities within India for supporting the offered document.
2. We hereby offer to provide the Hardware at the prices and rates mentioned in the Bill of Quantities(BoQ)
3. We do hereby undertake, that, in the event of acceptance of our bid, the Hardware shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.
4. We enclose herewith the complete Commercial Bid as required by you. This includes:
  - i. Bid Particulars (**Annexure 13**)
  - ii. This Bid Letter (**Annexure 14**)
  - iii. Statement of Deviations from Commercial Specifications (**Annexure 15**)
  - iv. Bill of Quantities(BoQ) (In separate excel sheet)

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions. The Commercial Deviations are only those mentioned in **(Annexure 15)**.

Certified that the tendered is a Company and the person signing the tender is the duly constituted attorney.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

(Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

**ANNEXURE 15 - STATEMENT OF DEVIATIONS FROM COMMERCIAL SPECIFICATIONS**

To,

The Director,

Kerala State IT Mission (KSITM),

ICT Campus,

Vellayambalam,

Trivandrum.

Ref Tender no: \_\_\_\_\_

Dated: \_\_\_/\_\_\_/\_\_\_

Dear Sir,

Following are the Commercial deviations and variations from the tendered items. These deviations and variations are exhaustive.

Sl. No.	Reference of Clause No. & Page No.	Compliance ( Yes / No )	Deviation
1.			
2.			
3.			



**ANNEXURE 16 – MATERIAL REQUIREMENT SUMMARY**

<b>SI No.</b>	<b>Item</b>	<b>Quantity</b>
1	Application Server	2 Nos.
2	Database Server	2 Nos.

## **ANNEXURE 17 - TECHNICAL SPECIFICATIONS**

### **15.1 Application Server at nSDC – 2 Nos.**

- Rack Server- 4P (Server having four nos. Intel Xeon E7- ( 10 Core, 2 GHz or above, 24MB - L3 cache) or higher processors
- Intel 7500 Chipset or higher, 256 GB DDR-III 1066 MHz or higher SDRAM Memory with ECC upgradable up to 1TB
- SAS RAID Controller supporting RAID 0, 1 & 5 with 8 ports
- Two server Ethernet dual port controller (10/100/1000Mbps) with full duplex
- 4x300GB SAS Hot swap HDD (10K rpm or higher)
- Integrated DVD ROM Drive
- One Dual Ported HBA card with minimum 8Gbps DTR per port and downward compatible along with two nos. of 5m LC to LC cable (MM)
- Certification for Windows & Linux OS (32Bit & 64Bit)
- Remote management over LAN & WAN including features like virtual media & KVM over IP
- clustering and hardware virtualization support
- feature to disconnect failed node from shared storage in cluster
- Server System with redundant hot swap power supply to sustain above configuration
- 5 years on-site comprehensive warranty support.

### **15.2 Database Server at nSDC – 2 Nos.**

- Rack Server- 8P (Server having eight nos. Intel Xeon E7- ( 10 Core, 2 GHz or above, 24MB - L3 cache) or higher processors
- Intel 7500 Chipset or higher, 512 GB DDR-III 1066 MHz or higher SDRAM Memory with ECC upgradable up to 1TB
- SAS RAID Controller supporting RAID 0, 1 & 5 with 8 ports
- Two server Ethernet dual port controller (10/100/1000Mbps) with full duplex
- 4x300GB SAS Hot swap HDD (10K rpm or higher)
- Integrated DVD ROM Drive
- Two Dual Ported HBA card with minimum 8Gbps DTR per port and downward

- compatible along with four nos. of 5m LC to LC cable (MM)
- Certification for Windows & Linux OS (32Bit & 64Bit)
  - Remote management over LAN & WAN including features like virtual media & KVM over IP
  - clustering and hardware virtualization support
  - feature to disconnect failed node from shared storage in cluster
  - Server System with redundant hot swap power supply to sustain above configuration and future upgradation with min. 8 Hot Swap Drive bays
  - Server system should not have more than two cascaded server
  - 5 years on-site comprehensive warranty support