

Tender

For

Server hosting CPMS and other application

At

All India Institute of Medical Sciences, Jodhpur

NIT Issue Date	:	11 th November, 2019
NIT No.	:	Admn/Tender/21-2/2019-AIIMS.JDH
Pre-Bid Meeting	:	18 th November, 2019 at 03:30 PM
Last Date of Submission	:	02 nd December, 2019 at 03:00 PM
Bid opening	:	03 rd November, 2019 at 03:15 P.M

Tender documents may be downloaded from institute's web site www.aiimsjodhpur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>



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All India Institute of Medical Sciences (AIIMS), Jodhpur Rajasthan an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites Online **bids in two bid system** for tenders for supply & installation of Server hosting Computerised Patient Management System and other application at the institute. You are requested to quote your best offer along with the complete details of specifications terms & conditions.

Chapter- I

S. No.	Item Description	EMD (Rs.)
01.	Server hosting Computerized Patient Management System and other applications	10,00,000

Instruction:

- Bids shall be submitted online only at CPPP website : <https://eprocure.gov.on/eprocure/app>**
- The complete bidding process in online, Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC needs to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the help desk at 0291-2740741.
- Tenderer /Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer /Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.**

Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.

4. EMD Payment:

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 10,00,000/- (Rupees Ten lakhs Only)** by way of demand drafts or Bank Guarantee or FDR only. The demand drafts or Bank Guarantee or FDR shall be drawn in favour of “**All India Institute of Medical Sciences, Jodhpur**”. The EMD of the successful bidder shall be returned after the successful submission of bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract.

5. The demand drafts or Bank Guarantee or FDR for EMD must deliver to AIIMS, Jodhpur on or before last date/time of Bid Submission.

- Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with any stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- The Firm who are registered with National Small Industries Corporation (NSIC)/ OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
- The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.

6. Submission of Tenders:

The tender shall be submitted online in two parts, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

7. Technical Bid

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i) Signed and scanned copy of appropriate value of valid registration certificate (If any), as per the tender notice, GST registration certificate and Tender Acceptance Letter.
- ii) Signed and scanned copy of documents like Earnest Money Deposit.
- iii) Signed and Scanned Copy of Make and model of all systems, sub systems and additional items should be mentioned in the technical bid and complete technical details should be provide in the form of Brochures and write-ups.

Terms & Conditions:

1. **Validity:** The quoted rate must be valid for a period for 180 days from the date of closing of the Tender. The overall offer for the assignment and bidder (S) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period the same will be treated as un-responsive and it may be rejected.
2. **"Pre-BID Meeting" with the intending bidders shall be held on 18th November 2019 at 03:30 PM onwards at AIIMS, Jodhpur. All the prospective bidders are requested attend the meeting and to send comments/ representations on or before pre-bid meeting.** Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. in writing to AIIMS, Jodhpur, within 48 hours after the pre-bid meeting. **No clarifications whatsoever will be entertained if the bidder/ authorized representative did not attend the pre bid meeting. No clarifications will be entertained after 48 hours from the date of meeting.**
3. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
4. **Delivery and Installation:**
 1. The firm will have to install the Server satisfactorily within 01(one) month w.e.f. the date of issue of notification of award. The installation should match with the tendered specifications and configuration of hardware in all respects. Any deviation whatsoever will lead to cancellation of the order and forfeiture of EMD. Installation shall be the responsibility of the firm and no extra cost should be quoted for the same. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the server and any required software permanent licenses completely according to the tender specifications, on or before the stipulated date then a penalty at the rate of 0.5% per week or part thereof of the total order value shall be levied subject to maximum of 10% of the total order value. If the installation is not completed in three weeks after the due date the EMD will be forfeited and order cancelled.

- 5. Signing the contract:** -The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/-(Rs. Five hundred only) along with performance security within thirty days of the issue of the Letter of notification of award. In the event of failure on the part of successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.
- 6. Performance Security:** As a guarantee towards due performance and compliance of the contract work, the successful contractor will deposit an amount equal to 10% of order value including taxes and should be kept valid for a period of 60 day beyond completion of all the contractual obligation, including CMC period towards security deposit by way of demand draft/bank Guarantee in favour of “All India Institute of Medical Sciences, Jodhpur “ drawn on any Nationalized Bank/Scheduled Bank and payable at Jodhpur within thirty days of the issue of the Letter of notification of award alongwith Contract agreement on non-judicial stamp paper of Rs. 500/-.
- 7. Documents:**
- All pages of the Tender should be numbered and indexed.**
 - The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the purchaser in the tender documents. For this purpose the bidder shall also provide a clause-by-clause clarification on the technical specifications and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.
- 8. Tender Currencies:**
The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 9. The bidder must quote for renewal charges on yearly basis separately. Renewal charges are subject to exchange rate variation as per Reserve bank of India rate if applicable. Renewal charges for second year cannot exceed 15% of the original value of the tender as cost escalation unless the exchange rate rises beyond this limit. Subsequent renewal costs cannot exceed 15% of the cost of previous year unless the exchange rate rises beyond this limit. The date for evaluating the exchange rate will be the last date of submission of tender documents.**
- 10. Conversion of tender currencies to Indian Rupees:-**
In case the bid document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the closing exchange rates established by the Reserve Bank of India for similar transactions, as on the date of “Last date of Submission of Tender”.
- 11. Period of contract:**
The initial period of contract shall be for 2 years which may be further renewable upto 5 years one year at a time, depending on performance of the Agency and at discretion of Director, AIIMS, Jodhpur.

12. Payment Terms:

i) Payment for goods supplied:

90% payment of the total order value shall be released after the successful installation/ commissioning of the ordered goods against the submission of the installation report. The balance 10% will be released upon receipt of the original contract agreement (duly signed) and original performance security.

Note:- The supplier shall not claim any interest or any other payment under the contract.

13. Uptime guarantee: The firm should provide uptime guarantee of 99.5%

14. Previous Installations - The tenderer has to furnish a list of previous such installations in India with the tender documents.

15. Arbitration: If any difference arises concerning this agreement, its interpretation on payment to be made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Director, AIIMS, Jodhpur. Such requests shall be accompanied with a panel of name of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

16. Subletting of Work: The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. However consortium is permitted with appropriate documentation. The tender is not transferable. Only one tender shall be submitted by one tenderer.

17. Owner, Authorized agent or reseller - The Bidder has to explicitly clarify whether they are the original owner/ manufacturer, reseller or authorized commission agent of the primary. In case the bidder is not the original owner of the server they have to furnish a certificate from the primary owner that authorizes them to quote for and install the server if given the purchaser order in the tender. Failing to clarify this clause will result in forfeiture of the earnest money and disqualification of the bidder.

18. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/job without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the security deposit shall also stands forfeited.

19. Insolvency etc: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.

20. **Force Majeure:** If at any time during the subsistence of this contract the performance in whole or in part is affected by a force majeure circumstance like war or hostility, act of public enemy, civil commotion, sabotage fire, floods explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may have, at least option to terminate the contract.

21. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

22. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.

23. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer.

24. Conditional bid will be treated as unresponsive and it may be rejected.

25. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

26. Applicable Law:

- a. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings Processing.
- b. Any disputes are subject to exclusive jurisdiction of competent Court and Forum in Jodhpur, Rajasthan, India only.
- c. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur .The decision of Arbitrator shall be final and binding on both the parties.
- d. Force Majeure: Any delay due to Force Majeure will not be attributable to supplier.

**Administrative Officer
AIIMS, Jodhpur**

Technical Specifications

Eligibility Criteria:

A Bidder must fulfill the following criteria

1. The bidder must be a company/firm registered under the Indian Company Act, 1956 or a proprietary firm or a firm registered under partnership Act 1932. Consortium Allowed. Necessary certificates must be enclosed.
2. The firm must have necessary GST registration with Govt. Copy of registration should be attached with technical bid.

1. The Supplied cloud server has to serve the following functions of AIIMS Jodhpur

1. Mail server - configuration of one partition as mail server has to be done by the vendor with required permanent software licenses. All Passwords of the mail server will remain in control of the Information Technology cell, AIIMS Jodhpur.
2. Website hosting - the AIIMS Website is also hosted on the cloud server and one partition has to be configured by the vendor for the same. All Passwords of the website server will remain in control of the Information Technology cell, AIIMS Jodhpur.
3. Configuration of gateways for cashless transactions being done by AIIMS Jodhpur has to be done by the vendor with required permanent software licenses.
4. Completely separate partition with separate WHM and cPanel and NGNIX licenses as applicable has to be provided for the Examination section of AIIMS Jodhpur which will remain exclusively in the control of the Examination section. All Passwords of the examination server will remain in control of the Controller of Examinations, AIIMS Jodhpur.
5. Pre-Registration - patients of AIIMS Jodhpur pre-registered for OPD consultation provision for patient panel has to be made by the vendor with all permanent software licenses.

2. The dedicated server has to be mirrored in two different seismic zones (different continents) in accordance with ISO 18308 standard for data security.

3. Separate cPanel and NGNIX licenses together with any other software required to fulfill the above requirements are to be included in the cost of the bid.

4. Full control of server through WHM and cPanel will remain with Chairperson, Information Technology Cell of AIIMS Jodhpur after installation. Vendor will allow IT cell to change the access passwords and thereafter not access the server until expressly instructed by Incharge, IT Cell AIIMS Jodhpur or higher authority of the Institution.

5. All firewalls and security measures to prevent unauthorized access to the server will have to be installed by the vendor and included in the price of the bid. No extra payment whatsoever will be made for these ancillary services.
6. Prevention of Hacking by unauthorized persons will also be the responsibility of the bidder. If the AIIMS server is hacked, cancellation of the order with forfeiture of performance security will be done immediately.
- 7. Failure to comply with clause no. 5 and 6 if detected at any time, will result in cancellation of order and forfeiture of performance security under the provisions of the Data Security Act, Ministry of Health and Family Welfare.**
8. 24X7 e-mail based technical support is to be provided by the vendor within 5 minutes with problem resolution within 24 hours. The AIIMS server is mission critical.

Annexure-1

Sr. No	Item	Server Configuration	Qty
01.	Server hosting CPMS & other applications	<p>Four (4) Non-Windows Servers inter connected dedicated Server to each other for processing data. WHM (root) Access will be under Chairperson IT-Cell. Tenure (02 years)</p> <p>Technical Specifications for the servers are as follows:</p> <p>First Dedicated Server</p> <ol style="list-style-type: none"> 1. Intel® Xeon® Processor E5 or above with 16 Physical CPU Cores (Minimum 2.0 Ghz or above with HT Technology) 2. 128 GB DDR4 RAM 3. 6 TB HDD with Enterprise SATA with RAID 1 4. Unlimited Data Transfer 5. Dedicated IP's 3 in No.'s 6. NGINX Basic License (Paid Version) 7. Priority Support (1-5 Minutes Response Time) 8. External Backup Of Last Three Days With Three Restore Points (Both At Remote Location & Local) 9. C Panel (Control & Access Portal) 10. Fully Managed Server 11. DDOS Protection 12. 99.5% Up-time 13. 3 GBps Dedicated Line Internet Connectivity 14. 4 GBps VLAN Ports (2 No.s) (Connecting All Three Servers) 15. Regular Monitoring 16. Hardware Firewall. 	01
2		<p>Second Dedicated Server</p> <ol style="list-style-type: none"> 1. Intel® Xeon® Processor E5 or above with 28 Physical CPU Cores (Minimum 2.0 Ghz with or above HT Technology) 2. 256 GB DDR4 RAM 3. 1 TB SSD or SSD NVMe with RAID 1 4. Unlimited Data Transfer bandwidth 5. Dedicated IP's 3 in No.'s 6. NGINX Basic License (Paid Version) 7. Priority Support (1-5 Minutes Response Time) 8. External Backup Of Last Three Days With Three Restore Points (Both At Remote Location & Local) 9. C Panel (Control & Access Portal) 10. Fully Managed Server 11. DDOS Protection 12. 99.5% Up-time 13. 3 GBps Dedicated Line Internet Connectivity 14. 4 GBps VLAN Ports (2 No.s) (Connecting All Three Servers) 15. Regular Monitoring 16. Hardware Firewall 	01

3		<p>Third Server Dedicated Server</p> <ol style="list-style-type: none"> 1. Intel® Xeon® Processor E5 or above with 28 Physical CPU Cores (Minimum 2.0 Ghz with HT Technology) 2. 256 GB DDR4 RAM or above 3. 1 TB SSD or SSD NVMe with RAID 1 4. Unlimited Data Transfer Bandwidth 5. Dedicated IP's 3 in No.'s 6. NGINX Basic License (Paid Version) 7. Priority Support (1-5 Minutes Response Time) 8. External Backup Of Last Three Days With Three Restore Points (Both At Remote Location & Local) 9. C Panel (Control & Access Portal) 10. Fully Managed Server 11. DDOS Protection 12. 99.5% Up-time 13. 3 GBps Dedicated Line Internet Connectivity 14. 4 GBps VLAN Ports (2No.s) (Connecting All Three Servers) 15. Regular Monitoring 16. Hardware Firewall 	01
4		<p>Fourth Server</p> <ol style="list-style-type: none"> 1. Intel® Xeon® Processor E5 or above with 24 Physical CPU Cores (Minimum 2.0 Ghz with or above HT Technology) 2. 64 GB or above DDR4 RAM 3. 6 TB Solid State Drive with RAID 1 4. Unlimited Data Transfer 5. Dedicated IP's 3 in No.'s 6. NGINX Basic License (Paid Version) 7. Priority Support (1-5 Minutes Response Time) 8. External Backup Of Last Three Days With Three Restore Points (Both At Remote Location & Local) 9. C Panel (Control & Access Portal) 10. Fully Managed Server 11. DDOS Protection 12. 99.5% Up-time 13. 3 GBps Dedicated Line Internet Connectivity 14. 4 GBps VLAN Ports (2 No.s) (Connecting All Three Servers) 15. Regular Monitoring 16. Hardware Firewall 	01
		Storage Space/Server For Daily Incremental Backup	
		Storage Space/Server For Daily Remote Incremental Backup In Different Seismic Zone	
		Backup (External) 6 TB (At Remote Location and Server) - Backup for each server should be two to three times the HDD capacity since this is a critical application and backup should be maintained in a different continent/seismic zone.	

Annexure-II

TECHICAL BID

Name of Firm / Contractor / Supplier	
Complete Address & Telephone No.	
Name of Proprietor / partner/ Managing Director/Director	
Phone No:- Mobile No:- Email Id:-	
Name and Address of service center nearby Jodhpur	
Whether the firm is a registered firm Yes/ No (attached copy of certificate)	
PAN No (enclose the attested copy Of PAN card).	
GST No. (enclose the attested Copy of service Tax certificate).	
Whether the firm has enclosed the bank Draft/ pay order/ Banker's cheque of Earnest Money De- posit.	
Whether the firm/Agency has signed each and every page of Tender /NIT	
Any other information if necessary	

Authorized signatory of the bidder with seal.