

Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network

Reference No: GFG/DST/BharatNet/Network Utilization/2021/627

9th July 2021



Gujarat Fibre Grid Network Limited (GFGNL)
A Government of Gujarat Company
Block No: 1, 8th Floor, Udyog Bhavan, Sector-11, Gandhinagar 382010

Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network

A. Invitation to Bid

- a. Gujarat Fibre Grid Network Limited (GFGNL) is inviting bids from the eligible bidders for **“Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network (Reference No: GFG/DST/BharatNet/Network Utilization/2021/627)”**. GFGNL intends to select the agency by inviting the proposals through open tender process. Bids complete in all respects should be uploaded on or before the bid due date mentioned in the RFP document.
- b. The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to be submitted to GFGNL office before the last date & time of submission of bids as mentioned in the RFP document.
- c. Tender documents are available only in electronic format which Bidders can download free of cost from the website <https://www.dst.gujarat.gov.in>, <https://bharatnet.gujarat.gov.in>, <https://gil.gujarat.gov.in/> & <https://www.gfgnl.nprocure.com>
- d. The bids have been invited through e-tendering route i.e. the eligibility criteria, technical bid document and financial stages shall be submitted online on the website <https://gfgnl.nprocure.com>
- e. Bidders who wish to participate in this bid will have to register online. Bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic bids.
- f. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- g. In case of any clarifications required, please email your queries as per the format prescribed in the jte-ho7@bharatnet.gujarat.gov.in & pmc@bharatnet.gujarat.gov.in on or before the date mentioned in the RFP document.
- h. Accessibility of Tender Document: The Tender Document to participate in e-Tender shall be available for downloading from <https://gfgnl.nprocure.com>. The Tender document shall not be available for download on or after its submission/ closing date as mentioned in the RFP document.

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B. Notice Inviting Proposal and Necessary Instruction

Subject: Notice for calling bids for Request for Proposal (RFP) for selection of Business Partner (also referred to as System Integrator (SI)) for Utilization & Monetization of BharatNet Phase – II Network.

Applications in prescribed proforma are invited by Gujarat Fibre Grid Network Limited (GFGNL) from eligible parties for Business Procurement, business implementation, design; survey & implementation of last mile Network, Supply; Configuration and Maintenance of Networking elements & Customer End Equipment, LAN cabling etc. for integration work & AMC thereof on turnkey basis for Telecom Network Services offered by selected bidders to customers in Gujarat.

1.	Scope of Work	Business Procurement, business implementation, design; survey & implementation of last mile Network, Supply; Configuration and Maintenance of last mile Network & Networking elements & Customer End Equipment, LAN cabling etc. for integration work & AMC thereof for Telecom Network Services offered to customers in Gujarat.
2.	Tender submission Cost	Rs. 10,000 /- (Rs. Ten Thousand Only) In the form of Demand Draft in favor of “Gujarat Fibre Grid Network Limited” drawn on any scheduled bank and payable at Ahmedabad/Gandhinagar.
3.	EMD (bid Security / Security deposit)	Rs. 5,00,000 /- (Rs. Five Lacs Only) Demand Draft in favor of “Gujarat Fibre Grid Network Limited” drawn on any scheduled bank and payable at Ahmedabad/Gandhinagar OR EMD in the form of bank guarantee with validity of 180 days from the last date of bid submission in favor of “Gujarat Fibre Grid Network Limited “from <ul style="list-style-type: none">• All Nationalized banks including the Public sector banks - IDBI Ltd.• Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank
4.	Office issuing RFP	Chief Finance Officer (CFO), Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010.
5.	Contract Period	7 years from the date of issue of WO which can be extended further for next 2 years.

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6.	Bid validity days	180 days from the last date of submission of bids
7.	Issue of Tender	The tender can be downloaded from below websites. https://www.gfgnl.nprocure.com , https://www.dst.gujarat.gov.in , https://gil.gujarat.gov.in/ , https://bharatnet.gujarat.gov.in
8.	Pre-Bid	Pre-bid will be held on 17.07.2021 at 03:00 pm at Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010
9.	Proposal due date (last date & time of Tender submission)	Tender should be submitted before 30.07.2021 at 02:00 pm. Bidder shall upload their bids on https://www.gfgnl.nprocure.com
10.	Date & Time of opening of Tender	Technical Qualification documents will be opened on 30.07.2021 at 03:00 pm in the presence of bidders' representatives. Qualified bidders would be subsequently informed later about the date, time and venue for price bid opening.
11.	Contact persons (for any Clarifications)	Chief Finance Officer (CFO), Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010

C. Clarifications on the RFP

A prospective bidder requiring any clarification on the RFP Document may submit its queries, via email only, to jte-ho7@bharatnet.gujarat.gov.in & pmc@bharatnet.gujarat.gov.in on or before the last date of sending queries as mentioned in the RFP document. GFGNL will host a Pre-Bid meeting as mentioned for queries (if any) by prospective bidders. GFGNL encourages prospective bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. The representatives of the bidders may visit the GFGNL office at their own cost for any clarification(s). The queries should necessarily be submitted before bid submission date in the following softcopy format and **should be in Microsoft Excel only** (.xls or .xlsx formats):

Sr.	RFP Document Clause/ Section No.	Clause Title	Page No.	Content of the RFP Requiring Clarification	Clarification Sought

(No PDF or Scanned images)

Queries submitted post the above-mentioned deadline, or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications /

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corrigendum) shall be made available on the website mentioned in the necessary instructions and shall not be communicated through print media.

D. Proposal/Bid Submission & Evaluation

a) Proposal preparation:

- i. The proposal should be short, concise & include all points indicated in the document.
- ii. The Proposal shall be typed or written in indelible ink and should be in English. Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered
- iii. The bidders shall bear all costs associated with the preparation and submission of their proposals.
- iv. At any time before the submission of Proposals, GFGNL may amend this document by issuing an addendum / cancel the process of procurement, which shall be binding on the bidders.

b) Proposal Submission:

- i. Bids (Technical bid & Financial bid) shall be submitted online on <https://www.gfgnl.nprocure.com>
- ii. The participating Bidders in the tender should register themselves on e-procurement portal, if not registered earlier.
- iii. The Bidders can login to e-procurement portal in secure mode only by signing through the Digital certificates.
- iv. The Bidders should scan and upload the respective documentary evidence as mentioned in Eligibility Criteria.
- v. The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/authenticity.
- vi. The financial bid details should be quoted in the financial bid format attached with the tender and upload online only.
- vii. Bidders are required to upload the scanned copy of Bank Guarantee and/or Demand draft for EMD and Tender Fee (as mentioned in this RFP) at online bidding portal. Further, original Bank Guarantee and/or Demand Draft for EMD and Tender Fee must be submitted in a sealed envelope mentioning “EMD and Tender fee” to GFGNL office before due Date and Time for Submission of Bids as mentioned in RFP.

c) Proposal Evaluation:

- i. The evaluation of the bid will be considered of only those bidders who

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- have furnished bid fee and security deposit of prescribed amount as per the tender
- meet the eligibility criteria as mentioned in the RFP document and have furnished documentary proof in respect of the same
- ii. The bids of the non-conforming bidders to above shall be rejected without evaluation.
- iii. The proposal shall be evaluated in three (3) stages. In Stage – 1, EMD & DD shall be verified. Bidders whose EMD & DD are valid will be considered for Stage – 2. In Stage – 2, technical documents will be verified. Only those bidders who will be qualified in Stage – 1 & 2 will be eligible for Stage – 3 i.e. Financial evaluation.
- iv. The evaluation of proposals shall be on the principle of Highest Bid (H1) based on quoted rates as per the financials submitted as part of the bid.
- v. Agency/Bidder is required to furnish the commercial quote as mentioned under financial bid format. Revelation of commercial details elsewhere in the bid documents other than the specified price bid format shall lead to disqualification of the bid.
- vi. GFGNL reserves the right to discard bids which are deviating from the specified formats mentioned in the RFP.

E. Sections Comprising Bids

The proposal shall be submitted online and shall comprise of following sections:

Part – I : Bid Security

- a. Bidders are required to upload the scanned copy of Bank Guarantee (Annexure – IV) and/or Demand draft for EMD and Tender Fee (as mentioned in this RFP) at online bidding portal. Further original Bank Guarantee and/or Demand Draft for EMD and Tender Fee must be submitted in a sealed envelope mentioning “EMD and Tender fee” to GFGNL office before due Date and Time for Submission of Bids as mentioned in “Notice Inviting Proposal and Necessary Instruction”.

Part – II : Pre-qualification cum Technical Bid: Pre-qualification bid must contain the following information in pdf format.

- a. Bid document checklist (Annexure – I)
- b. Bid submission Cover Letter (Annexure – II)
- c. Bidder’s information sheet (Annexure – III)
- d. Copy of valid GST registration
- e. Copy of valid PAN card
- f. Undertaking by the bidder for not being barred by any State/ Central Government/PSU (Annexure – VI)
- g. Response to Eligibility criteria: All required documents for compliance as mentioned in section of “Eligibility Criteria”.

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Part – III : Financial Bid :

- a. Financial Bid (Annexure – VII)

Note : All pages of the bid documents must be signed by the authorized signatory of company.

F. Naming Convention for files

The bidders need to strictly follow the below mentioned File Nomenclature rules while uploading the documents in the bidding portal. For documents mentioned under Eligibility Criteria, the file naming should be : Eligibility_Criteria_[Document _Name] For example:

- Eligibility_Criteria_Copy_of_Certification_of_Incorporation
- Eligibility_Criteria_PAN_Card
- Eligibility_Criteria_GST Registration
- Eligibility_Criteria_Financial_Statement_Turnover
- Eligibility_Criteria_Financial_Statement_Networth
- Eligibility_Criteria_Shelter OEM _PO Copy
- Eligibility_Criteria_Shelter OEM _ Undertaking Letter
- Eligibility_Criteria_Self_Declaration_Blacklisting

For the documents in Annexures, the file naming should be : Anx_[S.no of Annexure]_[Annexure Name]

For example:

- Anx_I_CoverLetter
- Anx_II_Bidder Information Sheet

In case of any large file (exceeding 3MB) which need to be split in two parts or more, the naming should be:

- Anx_I_CoverLetter_Part_1
- Anx_I_CoverLetter_Part_2

For any other file not covered under this, should be named appropriately as per its contents. All files should be in pdf formats and should not be password protected or encrypted. The files should not be zipped. Any other format of the file other than pdf shall not be considered as part of the submitted bid.

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1. Introduction

- 1.1. Gujarat Fibre Grid Network Limited (GFGNL) is an SPV established under aegis of Department of Science & Technology (DST), Government of Gujarat to implement BharatNet Phase II Project. GFGNL is planning to exploit Network bandwidth by offering it to business partners so that telecom services can be provided to end users beyond GP.
- 1.2. GFGNL has implemented BharatNet Phase – II Network in Gujarat in 2 different packages. Package – A has 3 islands in Rest of Gujarat and Package – B has 1 island in Saurashtra region. Package – A has 12 districts & Package – B has 10 districts as detailed in table below. Bidders are requested to refer GFGNL’s website (<https://bharatnet.gujarat.gov.in/scope-of-project>) to get the information about package wise no. of blocks & GPs. Bidders are also requested to get the technical information about the Network implemented by GFGNL by referring to the RFP (Request for Proposal (RFP) for Selection of Project Implementing Agency for BharatNet Phase-II project in the State of Gujarat under Gujarat Fibre Grid Network Limited (Package A &B)). GFGNL’s Network comprises of the various technology equipment including GPON, DWDM, Ethernet & RFMS.

Name of district of Package - A	Name of district of Package - B
Aravalli	Ahmedabad
Banaskantha	Botad
Bharuch (only Ankleshwar block)	Devbhoomi Dwarka
Dahod	Gir Somnath
Dang	Jamnagar
Mahisagar	Junagadh
Narmada	Mehsana (only Kadi block)
Panchmahal	Morbi
Surat	Rajkot
Tapi	Surendranagar
Vadodara (only Padra block)	
Valsad (only Pardi, Valsad, Umbergaon & Dharampur blocks)	

- 1.3. The basic objective of this RFP is to enable GFGNL to increase utilization of the BharatNet Network & enable selected bidder to reach to the rural areas of Gujarat State to provide Telecom services to the rural citizens to fill Digital divide. GFGNL intends to have a tie up with such business partner who can perform Scope of Work as mentioned in clause – 2 (Scope of Work (SoW) for the bidder) & ready to share revenue with GFGNL in view of the

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use of GFGNL's Network.

- 1.4. To increase utilization of 34,000 Km of OFC network laid, GFGNL requires selected bidder / business partner who will be responsible to supply last mile network equipment & CPEs, configuration and integration with existing network, operation, maintenance and support related to customers including detailed SoW mentioned in clause – 2 (Scope of Work (SoW) for the bidder).
- 1.5. The agreement with selected bidder shall be valid for 7 years from the date of issue of WO which can be extended further for next 2 years with mutual consent of GFGNL & selected bidder.
- 1.6. There are 7800+ GP locations covered under BharatNet Phase – II. Various Government departments like Health department, Home department, Education department, Finance department, Electricity department etc. also want to connect their office locations & schools with BharatNet Phase – II Network to get internet & intranet connectivity with Gujarat SDC. There are aprx. 40K Government offices & Government schools in Gujarat. BharatNet Phase – II Network covers almost 50% of geography of Gujarat state. This information is provided to bidders so that they can get an idea about the likely market scope available under this RFP.
- 1.7. GFGNL / DST / GoG is not giving any guarantee to any bidders about the timeline to provide the Government office / school locations for connectivity. These locations will be offered to selected bidders for connectivity as per the requirement & fund availability with the respective departments. Selected bidders will be free to connect these locations based on technical feasibility without any sales & marketing activities involved.
- 1.8. Selected bidders will have a scope to on-board any enterprise customer, retail customer, household, any institutions like private school, college etc. along with Government department's offices.

2. Scope of Work (SoW) for the bidder : The General Scope of Work is given below.

- 2.1. Design of the last mile Telecom Network from GFGNL's PoP at Gram Panchayat (GP) to customer premise; supply, installation, testing & commissioning of the required network components like Routers, Switches, Leased line Modems, any type of media converters, any intermediate devices and other items required for the provisioning of the services as required by the customer.
 - 2.2. Bidder will be free to implement last mile connectivity on wireline as well as wireless media including newer technologies like FSO / Li-Fi etc.
 - 2.3. Design / upgradation of the core IT infrastructure like server, storage, router, switch, firewall etc. required for the installation of OSS & BSS applications (if required); installation, testing & commissioning of this equipment at bidder's central location / data
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center / NOC as required by the bidder to manage the customer link & for the purpose of billing.

- 2.4. Provisioning of backhaul internet bandwidth required to provide services to the end customers. Configuration of bandwidth policy for each customer & provisioning of online portal (for ex.: MRTG tool) to monitor bandwidth consumption / data traffic for each circuit / customer link.
- 2.5. Software upgrades for the last mile networking components such as routers, switches etc. installed by the bidder for smooth functioning of the Network & customer link.
- 2.6. Operation & maintenance of the last mile link.
- 2.7. Selected bidder will provide the details of GFGNL's PoP location / end OLT / GP locations where bandwidth will be injected in to the GFGNL's Network & taken out of the GFGNL's Network for customer connectivity. Bidder will have to provide necessary technical information like type of equipment port required to establish connectivity with GFGNL Network, bandwidth to be configured, VLAN (if any) etc. to GFGNL for circuit provisioning in GFGNL's Network.
- 2.8. Selected bidder will provide the details of the space & power required at OLT / GP location for installation of equipment (if any) and also clearly mention the type of cable to be laid in OLT / GP location premise to facilitate energizing the last mile equipment at OLT / ONT locations under the scope of this RFP.
- 2.9. Maintenance, support services, Annual Maintenance Contract etc. in respect of equipment supplied to the customer.
- 2.10. Bidder will be free to sale any Telecom service product available in its Product portfolio within the permissibility of the valid Telecom license available with the bidder & guidelines issued by DoT / TRAI. Selected bidder will have to submit the details of all the products in their portfolio and all types of applicable rates to be charged to customers. Product rates must be within the upper limit as prescribed by DoT. Selected bidders will have to get all the products & rates (including OTC – One Time Charge, recurring charge, deposit amount (if any) etc.) approved from GFGNL before commencing any business activities. Selected bidder can get the range approved for OTC assuming that OTC is taken against the capex of implementing the last mile connectivity and distance for last mile for all the likely customers in rural area may vary. Selected bidders will not be allowed to take any OTC – One Time Charge from GFGNL / DST / GoG / Government departments from establishing last mile connectivity to any Government offices & schools as offered by GFGNL / DST / GoG. In case GFGNL / any Government institutions don't find any suitable telecom product / service as per their functional needs in selected bidder's product portfolio, selected bidder will have to design & offer new suitable product / service

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considering the significant number of locations provided by the Government for connectivity.

- 2.11. The rates as approved by GFGNL as per above clause – 2.10 will be valid for 2 years from the date of approval & bidders will not be allowed to do any upward revision in the rates considering the overall interest of the Government to provide affordable digital connectivity to private customer / citizens of rural areas. However, downward revision of the rates will be allowed. After 2 years, selected bidders will be allowed to submit the revised rates to GFGNL seeking fresh approval.
- 2.12. Bidder will be free to on-board any enterprise customer, retail customer, household, any institutions like private school, college etc.
- 2.13. Sales & marketing activities to on-board the customer will be in bidder's scope.
- 2.14. Bidder will be solely responsible for all commercial functions of bill issue to & payment collection from the customer for the Telecom services provided to the customers.
- 2.15. Bidder will have to fulfill all the RoW / permission related formalities of all the Government departments for the implementation of last mile connectivity including preparing & submitting RoW / permission applications, liasoning & follow up, submitting the payment to department's offices, receipt of permission letter from department's offices etc.

3. Scope of Work (SoW) for GFGNL : The General Scope of Work is given below.

- 3.1. To build / extend the OFC Network up to Gram Panchayat. List of service ready Gram Panchayats will be shared with the selected bidder on routine basis. As on date, GFGNL has already lit up >90% GPs.
- 3.2. To implement & maintain BharatNet GPON Network up to Gram Panchayat.
- 3.3. GFGNL will provide raw AC power supply and earthing (if required) at Gram Panchayat (GP) for the last mile equipment to be installed by the selected bidder. GFGNL will provide DC power, earthing & Air conditioning (AC) at OLT location (if required by the bidder for installation of any equipment). GFGNL may also provide rack space at OLT location to install any equipment as per feasibility.
- 3.4. GFGNL will commission L2 P2P / P2MP circuits as requested by the selected bidder within 1 working day for all feasible cases upon receipt of the required technical information from the selected bidder. GFGNL will provide electrical ethernet port on L2 switch at all GP locations.
- 3.5. Selected bidder may need to lay OFC to connect end customer on the same route where GFGNL's OFC route is laid. In this case, GFGNL may permit to use fibre core from GFGNL's OF cable on case to case basis at the discretion of GFGNL.

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3.6. GFGNL will support the selected bidder to get RoW permission from respective Government departments in case of delay beyond 30 days by centrally coordinating with the departments at state level.

4. Eligibility Criteria

Bidders qualifying against below mentioned criteria will be eligible to participate in this RFP.

Sr. No.	Criteria	Documents Required
1	The Bidder Should have Class A ISP & NLD license issued from DoT/TRAI as on bid submission date.	Copy of Class A ISP & NLD License issued by DoT/TRAI.
2	The Bidder shall be registered in India under Companies Act 1956 or 2013 at least for 5 years as on 31/03/2021	Certificate of Incorporation
3	The Bidder should be ISO 9001:2015 Certified.	Copy of Certification
4	The Bidder's Average Annual Turnover shall be \geq Rs. 500 Crores & Net worth of Rs. 50 Crores during last 3 years. (Purely from ISP Business)	Copy of the last three years (i.e. 2017-18, 2018-19 & 2019-20) audited financial statements /Audited Balance Sheet along with CA Certified Statement.
5	The Bidder shall have experience of successful execution of minimum 500 Internet Links for government.	Need to Attached PO Copy of the same.
6	The Bidder should have minimum 1 Lakh Active Internet Users on their Own Infrastructure.	Self-certification on bidder's letter head and copy of last 2 quarters report submitted to Licensor (DoT) mentioning below 2 points. <ul style="list-style-type: none">• The details of ISP nodes or points of presence with their locations and number of broadband/ leased/ dialup subscriber.• The volume of Internet Telephony traffic flowing through bidder's network.

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Sr. No.	Criteria	Documents Required
7	The Bidder should have minimum 1 (One) operational office in each district for which bidder wants to participate in this RFP. In case bidder does not have office in Gujarat, bidder should give an undertaking to open an office in Gujarat within 45 days from the date of award of work order.	Copies of any two i.e. Property Tax /Electricity /Telephone Bill/ GST Registration/ Lease agreement OR Undertaking to open Office in Gujarat, if selected within 45 days.
8	The Bidder should have installed minimum 500+ OLT/Nodes (GPON)/Ethernet equipment in last 3 years.	Self-certification on bidder's letter head along with copy of 3 year's old report & latest report submitted to Licensor (DoT) mentioning below point. <ul style="list-style-type: none"> • The details of ISP nodes or points of presence with their locations
9	The Bidder should not have been blacklisted / banned / barred / declared ineligible / declared having dissatisfactory performance by any government / quasi-government authority in India for supply of materials/ carrying out Operations and maintenance work of similar nature	An undertaking by an authorized signatory of the company needs to be submitted in this regard
10	The Bidder Should have business presence in minimum 4 districts in the state.	Copy of the quarterly report submitted to DoT as per sr. no. – 6 above.
11	The Bidder should have total 200+ technical and sales team working for bidder directly or indirectly in the State.	Self-certification by the bidder's HR head on bidder's letter head
12	The bidder should be in compliance with the eligibility criteria related to monetization RFP as mentioned in GFGNL's earlier RFP (Request for Proposal (RFP) for Selection of Project Implementing Agency for BharatNet Phase-II project in the State of Gujarat under Gujarat Fibre Grid Network Limited (separate RFPs for Package A & B)	Self-certification on bidder's letter head mentioning compliance with this clause and confirmation that bidder has mentioned the list of interested districts in financial bid accordingly failing which bidder's bid will be rejected at any stage of the selection process.

5. Revenue sharing & payment to GFGNL

- 5.1. Selected bidder will have to pay below mentioned 2 types of revenues to GFGNL.
 1. Minimum commitment charges per year : Selected bidder will have to pay the quoted fixed charges to GFGNL in advance at the start of every financial year within 1 month time period.
 2. % share in recurring charges : Selected bidder will have to pay the quoted % of recurring charges earned by them every quarter by selling its Telecom services to end customers. Selected bidder will have to pay this amount to GFGNL at the end of every quarter within 15 days' time period.
 - 5.2. GFGNL may demand for the copies of the monthly bills raised by the selected bidder for their end customer to verify the revenue share amount calculated by the bidder. Selected bidder will have to comply to this requirement as & when required.
 - 5.3. For any enterprise customer, retail customer, household, any institutions like school, college etc. other than Government department's offices & Government schools, selected bidders will have to pay % share in recurring charges as per the H1 rates discovered through this RFP.
 - 5.4. For Government department's offices & Government schools where sales & marketing efforts and bill delivery & payment collection efforts are not involved from bidder's side, selected bidders will have to pay % share in recurring charges @ H1+10% rates.
 - 5.5. Selected bidders will have to pay minimum commitment charges as per the H1 rate irrespective of the quantum of business provided by GFGNL / DST / GoG for connectivity of Government department's offices & Government schools.
 - 5.6. If selected bidder fails to pay to GFGNL Minimum commitment charges & % share in recurring charges within time frame as mentioned in clause – 5.1 above, GFGNL will charge interest rate on the principal amount as per the latest repo rate as defined by RBI. Further, in case of 3 total defaults by SI on timeline of payment to GFGNL, GFGNL may terminate the contract by issuing written notice to SI.
 - 5.7. 2 months mobilization period will be considered from the date of issue of WO (Work Order) for which no charges will be payable to GFGNL. SI will mobilize field teams, arrange all required materials, permissions etc. and also get the products and rates approved from GFGNL including re-designing of new suitable product / service (if required) during this mobilization period. For the first partial financial year after completion of mobilization period, Minimum commitment charges will be paid to GFGNL by SI on pro-rata basis within 1 month from completion of mobilization period. Similarly, for the first partial quarter after completion of mobilization period, % share in recurring charges will be paid to GFGNL by SI on pro-rata basis within 15 days after completion of the quarter.
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6. Service Level Agreement (SLA)

- 6.1. GFGNL will provide minimum service / link uptime of 98% on quarterly basis.
- 6.2. GFGNL has its own NMS (Network Management System) application which will be used to determine the uptime of the service / link as mentioned below.
 1. As the customer service will be extended beyond GFGNL's PoP installed at GP, therefore GP uptime recorded in GFGNL's NMS will be considered for calculation of SLA of an individual service.
 2. If OLT / DWDM location where bulk bandwidth is injected in to GFGNL Network is down, then all the services / links will be considered as down.
 3. Example: If selected bidder injects bulk bandwidth at OLT – 5 and takes out bandwidth at total 40 GPs, then there will be 40 services / links configured in P2MP scenario with circuit IDs for each link. If GP – 10 goes down for 2 Hrs, then 2 Hrs downtime will be considered for that particular service / link. If OLT – 5 goes down for 3 Hrs, then 3 Hrs downtime will be considered for all 40 services / links. Overlapping down time period of OLT & GP will be adjusted to avoid duplication of downtime.
- 6.3. For below 98% uptime of any service / link, the payment of recurring charges to GFGNL for the customers pertaining to the respective service / link (as mentioned in Sr. No. – 2 of clause – 5.1 above) will be reduced on pro-rate basis as per below.
Payable quarterly recurring charges to GFGNL = Quarterly charges (as per % share quoted by selected bidder without any deduction) * % of quarterly uptime.

7. Selection criteria & Price bid

- 7.1. GFGNL wants to on-board 1 selected bidder per district for all 22 districts covered under BharatNet Phase – II Network.
- 7.2. Selected bidders will pay 2 types of revenues to GFGNL as mentioned in clause – 5.1 above.
- 7.3. The base amount for minimum commitment charges (MCC) per year per district is INR 2.5 Lacs. Bidder will have to quote the % of base amount (MCC%) in the price bid that he wants to pay to GFGNL every year irrespective of the quantum of sale / business he carried out under the scope of this RFP. Bidder can quote any % between 100% to 150% including both the values.
- 7.4. Bidder will have to quote the % of recurring charges (RC%) in the price bid that he wants to pay to GFGNL every quarter based on the bills raised for their end customer. Bidder can quote any % between 20% to 50% including both the values. Bidders are requested to note that the selected bidders will have to pay at least minimum amount of INR 3 lacs per quarter per district irrespective of the % quoted in the price bid & total quarterly revenue earned by the bidder in any district. But if the calculated amount of quoted % of total

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quarterly revenue earned from any district is > INR 3 Lacs, than bidder will pay actual calculated amount to GFGNL. For ex.: If total quarterly revenue from any district is INR 12 Lacs & bidder's quoted % is 30%, than bidder will pay INR 3.6 Lacs per quarter for this particular district (assuming 30% is the H1 rate). If total quarterly revenue from any district is INR 8 Lacs & bidder's quoted % is 30%, than bidder will pay INR 3 Lacs (instead of INR 2.4 Lacs) per quarter for this particular district. Total revenue will not include OTC (One time charge) & deposit amount (if any) taken by the bidder from any private customer for establishing last mile connectivity / installation of CPE.

- 7.5. Bidders will have to quote both the % in price bid based on their market assessment & judgment about the likely business available in the market.
- 7.6. The highest MCC% & RC% will be given a score of 100 points. The score of other proposals will be computed as follows.
- MCC score = $100 * (\text{MCC\% of the bidder} / \text{Highest MCC\%})$
- RC score = $100 * (\text{RC\% of the bidder} / \text{Highest RC\%})$
- 7.7. Weightage assigned to both MCC score & RC score will be 60% & 40% respectively. Accordingly, all the proposals will be finally ranked according to their Final Score which will be calculated as follows,
- Final Score = $(\text{MCC score} \times 60\%) + (\text{RC score} \times 40\%)$
- 7.8. The bidder with highest Final Score (H1) will be selected.
- 7.9. All the values of the score will be calculated to the third place of decimal. In case of a tie where two or more bidders achieve the same Final Score, the bidder with the higher MCC score will be selected.
- 7.10. In case of a tie on both MCC score & RC score between more than one bidders, all these respective bidders will be selected for awarding contract, but it will be in discretion of the Department how to divide the no. of GPs between all the selected bidders or allow all the selected bidders to operate in all the GPs.
- 7.11. In case, there is no tie on the final score (H1 score) & only 1 (one) bidder is selected as H1 bidder and if this bidder has not quoted for all 22 districts in his financial bid, than H2 bidder will be given a chance to match H1 rate % and if bidder agrees, bidder will be on-boarded for all those districts quoted by him in financial bid where H1 bidder is not available.
- 7.12. Even after on-boarding H2 bidder, if there are some districts where 1 bidder is not selected, GFGNL may ask H3 bidder to match H1 rate % only for those districts where bidder is not selected. H3 bidders will have a chance to match H1 rate % only for the districts quoted by him in his financial bid.
- 7.13. This selection process will continue till all the 22 districts have 1 selected bidder or all the bidders (H4, H5,...,Hn where Hn is the last bidder) are given chance to match H1 rate
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%. It implies that H1 bidder will have a chance to get selected for all those districts quoted by them in their respective financial bid, but H2 & onward bidders may or may not have a chance to get selected for all those districts quoted by them in their respective financial bids.

7.14. The price bid format is as follows.

Sr. No.	Description	Guaranteed % revenue offered to GFGNL by the bidder
1.	Quoted % of base amount for minimum commitment charges (Base amount for minimum commitment charges per year per district is INR 2.5 Lacs. Bidder can quote any % between 100% to 150% including both the values.)	
2.	Quoted recurring charges % (Bidder can quote any % between 20% to 50% including both the values. The base minimum amount for recurring charges per quarter per district is INR 3 Lacs.)	
3.	Name of the districts (from the list provided in clause – 1) where bidder wants to carry out business under this RFP.	

8. General Terms and Conditions

8.1. Agreement

- 8.1.1 The selected System integrators have to sign an agreement with GFGNL as per the format specified in the Annexure C.
- 8.1.2 **Duration of Agreement:** This agreement shall be valid for a period as mentioned in Sr. No. – 1.5 of clause – 1 (Introduction) above. If at any stage during the tenure of this agreement, it comes to the notice of GFGNL, directly or through some other complaint, that the Business Partner had misrepresented the facts or submitted any false information or hidden any information which could have affected the signing of this agreement with the Business Partner, this agreement shall stand terminated immediately under intimation to the Business Partner.
- 8.1.3 **Restrictions on Transfer of agreement:** The Business Partner shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/ partnership/ third party interest shall be created.
- 8.1.4 **Liability:** Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.
- 8.1.5 The successful bidder shall sign a contract with GFGNL within 7 days of receipt of proforma contract from GFGNL; failing which their EMD and/or performance bank guarantee (PBG) shall be forfeited and GFGNL's decision to scrap the tender or negotiate with the second bidder (as per the final ranking) shall be binding on the first bidder.

8.2. Suspension, Revocation or Termination of agreement:

- 8.2.1 GFGNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, GFGNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges shall be payable by Business Partner to GFGNL.
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8.2.2 GFGNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of Three months issued to the System Integrator at its registered office, terminate / or suspend this agreement under any of the following circumstances:

- a) The System Integrator failing to perform any obligation(s) under the agreement. In this case of breach of agreement, GFGNL may issue second reminder notice after 1 month of issuing 1st notice to System Integrator clearly specifying the time period by which agreement will be terminated in case no remedial action is taken by System Integrator. This shall be treated as material breach liable for termination at risk and consequent of System Integrator and Performance Bank Guarantee shall be forfeited, without any further notice.
- b) The System Integrator failing to rectify, within the time prescribed, any defect as may be pointed out by GFGNL. This shall be treated as material breach liable for termination at risk and consequent of System Integrator and Performance Bank Guarantee shall be forfeited, without any further notice.
- c) The System Integrator going into liquidation or ordered to be wound up by competent authority.
- d) If the System Integrator is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to GFGNL in writing. In that case, the written notice period can be modified by GFGNL as deemed fit under the circumstances. GFGNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.
- e) It shall be the responsibility of the System Integrator to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of System Integrator and Performance Bank Guarantee shall be forfeited, without any further notice.
- f) Breach of non-fulfillment of Agreement conditions may come to the notice of GFGNL through complaints or as a result of the regular monitoring. Wherever considered appropriate GFGNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the System Integrator or not? The System Integrator shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

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- 8.2.3 SI may terminate the agreement, by giving written notice of at least 6 (Six) months to GFGNL in advance. The effective date of surrender of agreement will be 6 (Six) months counted from the date of receipt of such notice by GFGNL or the authority that signed the agreement on behalf of GFGNL.
- 8.2.4 **Termination for Convenience:** The Tenderer, may, by prior written notice sent to the PIA at least 3 (Three) months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Tenderer's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 8.2.5 Actions pursuant to Termination of Agreement:
Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.
- a) Neither Party shall represent the Other Party in any of its dealings.
 - b) Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.
 - c) Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.
 - d) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.
- 8.2.6 **Consequences of Termination:**
- a) In the event of termination of this contract due to any cause whatsoever, the contract with stand cancelled effective from the date of termination of this contract.
 - b) Where the termination of the Contract is prior to its stipulated term on account of a default / material breach on the part of the SI, nothing herein shall restrict the right of the Tenderer to invoke the Performance Bank Guarantee furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Tenderer under law.

8.3. Performance Bank Guarantee

- 8.3.1 The successful bidder who is awarded the Work Order shall be required to deposit a
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Performance bank guarantee (refer annexure V) @ 4.5 Lacs / district for all those districts as mentioned in bidder's financial bid in the form of unconditional Bank Guarantee from any scheduled bank in favor of "Gujarat Fibre Grid Network Limited, Gandhinagar (from all Nationalized banks including the Public sector banks - IDBI Ltd. Or Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank) within 7 days of award of work, covering the period of contract and 180 days beyond the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful agency/bidder. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non-deposit of PBG within the stipulated time shall render the award of work invalid at the discretion of GFGNL.

8.4. Earnest Money Deposit (EMD)

- 8.4.1 The EMD of unsuccessful bidders will be returned by the GFGNL, without any interest, as promptly as possible on signing of contract with the selected bidder or when GFGNL cancels the bidding process.
- 8.4.2 The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the performance guarantee in accordance with the provision thereof.
- 8.4.3 The decision of GFGNL regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
- 8.4.4 The EMD may be forfeited:
 - a) If a bidder withdraws their bid or decreases their quoted prices / % during the period of bid validity or its extended period, if any; or
 - b) In the case of a successful bidder, if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
 - c) During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d) During the bid process, if any information found wrong/manipulated/hidden in the bid.

8.5. Terms and Conditions of Bidders

- 8.5.1 Printed terms and conditions of the Bidders shall not be considered as forming part of their Bids.

8.6. Revelation of Prices

- 8.6.1 Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

8.7. Tenderer's Right to vary Scope of Contract

- 8.7.1 The Tenderer reserves the right at any time, by a written order given to the selected bidder(s), to add any left out districts into the scope of selected bidder(s) as per below.
- a) Addition of any 2 nos. left out districts (not quoted by any of the successful bidder(s)) into the scope of bidder(s) who have been selected for ≥ 6 districts.
 - b) Addition of any 1 no. left out district (not quoted by any of the successful bidder(s)) into the scope of bidder(s) who have been selected for ≥ 3 districts.
- 8.7.2 Selected bidder(s) will have to accept above mentioned addition in the scope.
- 8.7.3 The Tenderer reserves the right at any time, by a written order given to the selected bidder(s), to descope any district from the scope of selected bidder(s) if bidder can't complete the task of successful implementation & testing of the connectivity at all the Government department's offices / locations / schools within timeframe as mentioned in clause – 9. Tenderer will issue at least 2 notices to selected bidder(s) before issuing written order giving sufficient chance to bidder to give reasonable justification of delay in implementation. If bidder can't provide reasonable justification even after receipt of 2 notices from GFGNL & GFGNL issues written order to descope any district, than any type of payment (for revenue sharing) made by bidder to GFGNL for the subject district will not be returned by GFGNL to bidder.

8.8. Confidentiality

- 8.8.1 The SI shall not use Confidential Information, the name or the logo of the Tenderer except for the purposes of providing the Service as specified under this RFP;
- 8.8.2 The SI shall not, either during the term or 6 months after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the network architecture, Tenderer's business plan or operations without the prior written consent of the Tenderer.
- 8.8.3 The SI may only disclose Confidential Information in the following circumstances to a member of the SI's Team ("Authorized Person") with the prior written consent of the Tenderer if:
- a. the Authorized Person needs the Confidential Information for the performance of obligations under this contract;

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b. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract

- 8.8.4 The SI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidential agreement with the members of the subcontractors and other service provider's team members to the satisfaction of the Tenderer.
- 8.8.5 The SI shall be responsible for any breach of the confidentiality clause by its antecedents or delegates or its subcontractors.
- 8.8.6 The SI shall notify the Tenderer promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Tenderer.
- 8.8.7 The Tenderer reserves the right to adopt legal proceedings, civil or criminal, against the SI in relation to a dispute arising out of breach of obligation by the SI under this clause.

8.9. Severance

- 8.9.1 In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

8.10. Compliance of laws

- 8.10.1 SI shall perform their duties in strict compliance with all applicable laws in India along with rules & regulations of the duly constituted Government authorities in India and shall obtain all licenses and necessary approvals, if any, required by laws in India in connection with the services to be rendered hereunder.
- 8.10.2 Services provided to the customers shall be subject to Indian Telegraph Act 1885 and DoT / TRAI directions.
- 8.10.3 SI shall be responsible for monitoring of data traffic from their customers w.r.to unlawful activities.
- 8.10.4 SI shall be responsible to set up all required Networking equipment for lawful interception (LI) and provide all the required logs necessary for lawful interception (LI) to any of the law enforcement agencies as and when required.

8.11. Indemnity

- 8.11.1 The SI shall indemnify and defend GFGNL and its representatives & employees and
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hold GFGNL, its representatives, employees harmless from:

- a) Damages and losses caused by its negligent or intentional act or omission or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by the SI;
- b) Damages and losses resulting from the non-compliance with the established obligations; Third Party claim against GFGNL or its nominated agency that any Deliverables/Services/Equipment provided by the SI infringes a copyright, trade secret, patents or other intellectual property rights of any third party in which case the SI shall defend such claim at its expense and shall pay any costs or damages that may be finally awarded against GFGNL or its nominated agency.
- c) Any environmental damages caused by SI and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by the SI.
- d) Breach (either directly by SI or through its representatives and/or employees) of any representation and guarantee declared herein by SI;
- e) Any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in connections with the services provided due to neglect, omission or intentional act.

8.12. Arbitration

8.12.1 Except otherwise provided in this RFP in the event of any question or interpretation of any clause, dispute or difference or to any other claim, right, matter or thing whatsoever in any way arising out or relating to this RFP whether arose during the progress of the work or after the cancellation, termination, completion or abandonment thereof, shall be settled by the parties amicably through negotiation within a period of 30 days of the notice by other party, failing which, the dispute shall be referred to a three member committee appointed by the BOD (Board of Directors), GFGNL. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification of re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. In case of dispute not getting resolved by the aforementioned three-member committee, the Chief Secretary of Government of Gujarat shall appoint an arbitrator. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and shall give reasons for the award. The fee payable to arbitrator shall be paid equally by both

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the parties.

8.13. Clarification

8.13.1 When deemed necessary, during the tendering process, the Tenderer may seek clarifications whenever, wherever required during the bid evaluation process on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

8.13.2 Tenderer reserves the right to seek clarifications on the already submitted documents.

8.14. Rejection Criteria

8.14.1 Besides other terms & conditions highlighted in the RFP, bids may be rejected under following circumstances:

General Rejection Criteria

- a. Bids submitted without or improper Tender fee and EMD.
- b. Bids received through Telegraphic / Fax / E-Mail / Hard copies except, wherever required.
- c. Bids which do not conform to unconditional validity of the bids as prescribed in the RFP.
- d. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the bid evaluation process or during Contract period after selection of the bidder.
- e. Any effort on the part of a Bidder to influence the Tenderer's bid evaluation, bid comparison or contract award decisions.
- f. Bids received by the Tenderer after the last date & time for receipt of bids prescribed by the Tenderer in RFP.
- g. Bids without Power of Attorney and any other document consisting of adequate proof of the ability of the authorized signatory to bind the Bidder.

Technical Rejection Criteria

- a. Technical Bid containing financial details.
- b. Revelation of Prices in any form or by any reason before opening of the Financial Bids.

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- c. Failure to furnish all information mentioned in the RFP or submission of a bid not substantially responsive to the RFP in every respect.
- d. Bidders not quoting for the complete scope of work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidder.
- e. Bidders not complying with the material, specifications and General Conditions of the Contract as stated in the RFP.
- f. The Bidder not conforming to unconditional acceptance of all the terms and conditions set out in the RFP (and subsequent clarification/corrigendum, if any) document.
- g. If the bid does not conform to the timelines indicated in the RFP.

Financial Rejection Criteria

- a. Incomplete Financial Bid
- b. Financial Bids that do not conform to the RFPs' financial bid format.
- c. If there is an arithmetic discrepancy in the financial bid calculations, the Tenderer shall rectify the same. If the Bidder does not accept the correction of the errors, it may be rejected.

8.15. Taxes

8.15.1 Taxes shall be paid extra on actual by SI, as applicable while making all types of payment to GFGNL. The taxes prevailing at the time of raising the invoice shall be paid.

8.16. Time is of Essence

8.16.1 Time shall be of the essence in respect of any date or period specified in this RFP or any notice, demand or other communication served under or pursuant to any provision of this RFP and in particular in respect of the completion of the delivery of services to Government offices / locations / Government schools by the SI by the completion date.

8.17. Publicity

8.17.1 The SI shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Tenderer first gives the SI its written consent.

8.18. Force Majeure

8.18.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the 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 under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Tenderer as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

9. Implementation timeline and penalties

- 9.1. Successful bidder(s) will have to put all the efforts to connect all the Government department's offices / locations / schools within 60 days from the completion of mobilization period.
- 9.2. If tenderer provides more than 500 locations in one district at a time, successful bidder may complete the target of establishing connectivity to all these locations within 90 days from the completion of mobilization period.
- 9.3. For penalty for delay in establishing connectivity to Government department's offices / locations / schools and successful testing, no direct financial penalties are defined. But as per provision made in clause – 8.7.3, GFGNL will take suitable & reasonable decision as per its description.

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Annexure – I : Bid Document checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
Qualification Criteria			
1.	Demand Draft as bid processing fee		
2.	EMD as Bid Security (DD/ BG as per Annexure V)		
Technical Qualification			
3.	Cover Letter (Annexure I)		
4.	Bidder's information sheet (Annexure II)		
5.	Enclose copy of Certificate of Incorporation/ Registration Certificate of the firm		
6.	Copy of Certificate from the Statutory auditor/CA clearly specifying the annual turnover for the specified years. (2016-17, 2017-18 & 2018-19).		
7.	Copy of ISO 9001:2015 certificate		
8.	Copy of Class A ISP & NLD License issued by DoT/TRAI.		
9.	PO copy for successful execution of minimum 500 Internet Links for government		
10.	Copy of last 2 quarters report & 3 year's old report submitted to Licensor (DoT)		
11.	Copy of proof of office address		
12.	Acknowledgement/ Copies of Income tax refund (ITR) filed for last three financial years i.e. 2016-17, 2017-18, 2018-19		
13.	Copy of valid GST registration		
14.	Copy of valid PAN card		
15.	Undertaking by the bidder for not being barred by any State/ Central Government/PSU		
16.	Self-certification by the bidder's HR head on bidder's letter head mentioning no. of employees		
17.	Self-certification on bidder's letter head mentioning compliance to sr. no. – 12 of clause – 4 (Eligibility criteria)		
Financial Proposal			
18.	Commercials bid		

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Annexure – II : Cover Letter

(To be Signed and submitted by the agency on their letter head)

To,
Chief Finance Officer (CFO)
Gujarat Fibre Grid Network Limited (GFGNL),
Block No: 6, 5th Floor,
Udyog Bhavan,
Sector-11, Gandhinagar -382010

Sir,

I have carefully gone through the Terms & Conditions contained in “**Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network (Reference No: GFG/DST/BharatNet/Network Utilization/2021/627)**” and declare that all the provisions mentioned in the RFP document are acceptable to my Company.

I/We agree for unconditional acceptance of all the terms and conditions set out in the RFP (and subsequent clarification/corrigendum, if any) document. I/we agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products / services specified in the RFP response.

I/We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours Truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Seal:

[Signature of the bidder]

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Annexure – III : Bidder Information Sheet

(To be Signed and submitted by the agency on their letter head)

Sr No	Particulars to be provided	Responding Firm's / Company Details to be provided	
Basic details			
1.	Name of the Bidder		
2.	Correspondence details of the Bidder:	Corporate Office	Local Office
3.	Telephone No & Email Address		
4.	Contact person details (Name, Designation Contact number etc.), to whom all references shall be made regarding this RFP		
5.	Details of ownership (Name and Address of the Board of Director, Partners etc.)		
6.	Name of the authorized Signatory who is authorized to sign all the relevant documents		
7.	Address of office in Ahmedabad/ Gandhinagar (if any)		
Details for registration under Companies Act, 1956			
8.	Registration Number of the Bidder in case of company/LLP		
9.	Place of registration		
10.	Date of registration		
11.	Product/service for which firm is registered		
12.	Validity Period, if applicable		
Details for registration with appropriate authorities			
13.	GST registration details (Registration number and details)		
14.	PAN No		

Authorized Signatory

Seal of the Company

Name & Designation

Date

[Signature of the bidder]

Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network

Annexure – IV : Format for Bank Guarantee for Earnest Money Deposit (EMD)

(To be typed on non-judicial stamp paper of Rs. 300)

To

Dated:

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

Whereas _____ (here in after called "the Bidder") has submitted its bid dated _____ in response to the **"Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network (Reference No: GFG/DST/BharatNet/Network Utilization/2021/627)"** KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the _____, Gujarat Fibre Grid Network Limited in the sum of _____ for which payment well and truly to be made Gujarat Fibre Grid Network Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2021.

THE CONDITIONS of this obligation are:

The EMD may be forfeited, In case of a Bidder if:

- 1) The bidder withdraws its bid during the period of bid validity.
 - a. The Bidder does not respond to requests for clarification of their Bid.
 - b. The Bidder fails to co-operate in the Bid evaluation process.
 - c. The bidder, fails to furnish Performance Bank Guarantee in time.
- 2) The bidder fails to Sign the contract in accordance with this RFP
- 3) The bidder is found to be involved in fraudulent and corrupt practices

We undertake to pay to the GFGNL up to the above amount upon receipt of its first written demand, without GFGNL having to substantiate its demand, provided that in its demand GFGNL will specify that the amount claimed by it is due to it owing to the occurrence of any of the above-mentioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 180 days from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the

[Signature of the bidder]

Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network

GFGNL and further agrees that the guarantee herein contained shall continue to be enforceable till the GFGNL discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the GFGNL of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the GFGNL or any other indulgence shown by the GFGNL or by any other matter or things.

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

Dated at _____ on this _____ day of _____ 2021.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &

Its official Address with seal

Approved Bank: Guarantee issued by following banks will be accepted as SD or EMD on permanent basis

1. All Nationalized banks including the Public sector banks - IDBI Ltd.
2. Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank

Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network

Annexure – V : Format for Bank Guarantee for Performance Bank Guarantee (PBG)

(To be typed on non-judicial stamp paper of Rs. 300)

In consideration of the _____ having agreed to exempt _____ (hereinafter called 'the said agency') from the demand under the terms & conditions of an agreement/ Advance Work Order No _____ dated _____ made between _____ and _____ for the **“Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network (Reference No: GFG/DST/BharatNet/Network Utilization/2021/627)”** (hereinafter called "the said Contract"), of security deposit for the due fulfilment by the said agency of the terms & conditions contained in the said Contract, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (agency) do hereby undertake to pay to the State/SIA an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by GFGNL by reason of any breach by the said agency of any of the terms & conditions contained in the said Contract.

We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the State/SIA by reason of breach by the said agency' of any of the terms & conditions contained in the said Contract or by reason of the agency' failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of State/SIA in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

We undertake to pay to the GFGNL any money so demanded notwithstanding any dispute or disputes raised by the agency in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the agency shall have no claim against us for making such payment.

We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the State/SIA under or by virtue of the said Contract have been fully paid and its claims satisfied

Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network

or discharged or till GFGNL certifies that the terms & conditions of the said Contract have been fully or properly carried out by the said agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ___(expiry date of PBG)___(as specified in Work Order) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

We (name of the bank)_____ further agree with the GFGNL that the State/SIA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Contractor to extend time of performance by the said agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the GFGNL against the said agency and to forbear or enforce any of the terms & conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said agency or for any forbearance, act or omission on the part of the GFGNL or any indulgence by the GFGNL to the said agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the agency.

We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the GFGNL in writing.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank:

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers.....

Approved Bank: Guarantee issued by following banks will be accepted as SD or EMD on permanent basis

1. All Nationalized banks including the Public sector banks - IDBI Ltd.
2. Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank

[Signature of the bidder]

Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network

Annexure – VI : Self-declaration / Undertaking of not being barred by any State / Central Government / PSU

(To be submitted by agency on their letterheads)

To,
Chief Finance Officer (CFO)
Gujarat Fibre Grid Network Limited (GFGNL),
Block No: 6, 5th Floor,
Udyog Bhavan,
Sector-11, Gandhinagar -382010

Sir,

In response to the “**Request for Proposal (RFP) for Selection of Business Partner / System Integrator (SI) for Utilization & Monetization of BharatNet Phase – II Network (Reference No: GFG/DST/BharatNet/Network Utilization/2021/627)**” as an Owner / Partner / Director of _____, I/We hereby declare that presently our Company / Firm _____ have not been barred from participating in any tender / providing services / procurement process or supply of materials by an organization by any department / office / PSU / board or corporation of either Government of India or any state government.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours Truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Seal:

Annexure – VII : Financial Bid Format

As per sr. no. - 7.14 of clause – 7 (Selection criteria & Price bid).

[Signature of the bidder]