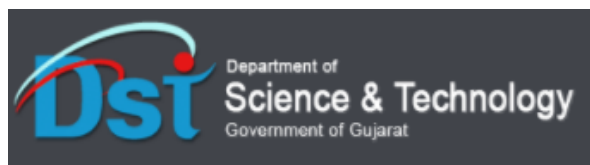


## **Closed Bid Notice**

**Revised Request for Proposal (RFP) for Selection of Project Management Consultant (PMC) for Implementation of BharatNet Phase-II project in the State of Gujarat under Gujarat Fibre Grid Network Limited**

**[RFP No.: GFGNL/DST/BharatNet-PMC/2017/10 dated 30<sup>th</sup> August 17](#)**



Issued by:

**Gujarat Fibre Grid Network Limited (GFGNL)**

(A Government of Gujarat Company)

Block No: 1, 8<sup>th</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010

Phone No: 079 23259224, Fax No: 079 23238925

## **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the GFGNL, Dept. of Science and Technology, Government of Gujarat or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in eliciting their financial offers (the "Proposal") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the GFGNL, in relation to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for GFGNL, its employees or Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own surveys and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources before filling up the RFP. Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GFGNL, Dept. Of Science and Technology, Government of Gujarat accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

GFGNL, Dept. Of Science and Technology, Government of Gujarat- its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, delay or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding process.

Proposal in the form of BID is requested for the **“Selection of Project Management Consultant (PMC) for Implementation of BharatNet Phase-II project under Gujarat Fibre Grid Network Limited”** in complete accordance with the documents/attachments as per following guidelines:

- ❖ This is a Bid for selection of Project Management Consultant for Gujarat Fibre Grid Network Limited, Department of Science & Technology, Government of Gujarat.
- ❖ Bidders are required to submit the Bid Security and non-refundable bid processing fees in a sealed envelope super scribed with the bid document number to the TENDERER office.
- ❖ This bid document specifies time schedule of various activities involved.
- ❖ Bids complete in all respects should be submitted to TENDERER on or before the BID DUE DATE.
- ❖ Services offered should be strictly as per requirements mentioned in this Bid document.
- ❖ Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- ❖ Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- ❖ Bidder shall quote the prices of services as mentioned valid for **180 days**.
- ❖ In addition to this RFP, the following sections attached are part of Bid Documents.

Section – 1	Project Profile
Section – 2	Scope of Work
Section – 3	Instructions to Bidders
Section – 4	Price Bid
Section – 5	Formats

**Instruction to the bidders for bid submission:**

- ❖ This bid has been invited through Close Bid in physical form only.
- ❖ **Bidders eligible as per any of the below mentioned criteria are allowed to participate in the Bid through invitation only:**
  - IDC Market scape: Worldwide Business Consulting Services 2017-Vendor Assessment report”
  - Leader/Challenger quadrant for Gartner Magic quadrant for IT services for communications service Providers, Worldwide, July 2016
  - Bidders featuring in Leader/Challenger quadrant for Gartner Magic quadrant for Network Services, Global, February 2017
  - NICS I empaneled consulting companies for e-Governance Project/Services in ICT Area as on bid issuing date

**Note: The selected PMC cannot bid in EPC tender for implementation of the BharatNet project or to obtain dark Fibre or shared bandwidth or other commercial engagement or as a equipment supplier under the BharatNet Project in the state of Gujarat.**

- ❖ Technical Bid should include a presentation covering key points such as understanding of project, approach and methodology of project execution, Manpower deployment plan, etc.
- ❖ Bidder shall submit their bids in **THREE SEPARATE SECTIONS** in sealed envelopes super-scribed with the RFP document number, due date, time, Project and nature of bid (bid security, un-priced, priced).

**SECTION-I:** The Bid Security in a separate sealed envelope super scribed with the bid document number.

**SECTION-II:** UNPRICED BID complete with all technical details as offered as part of technical solution. **Note: Filling up prices in Part II will render the bidder disqualified.**

**SECTION-III:** PRICED BID ONLY with full price details and CD containing the priced bid in excel format.

- ❖ The envelopes containing SECTION-I, SECTION-II and SECTION-III of offer should be enclosed in a larger envelope duly sealed. Bidders are required to sign all the pages of bid document.
- ❖ In case of any clarifications required, please contact CFO, GFGNL in writing within 3 (two) days from the Bid Issuance date.

### **IMPORTANT DATES**

<b><i>RFP for Selection of Project Management Consultant (PMC) for implementation of BharatNet Phase-II project under Gujarat Fibre Grid Network Limited.</i></b>		
1.	Delivery	Services to be offered as per schedule from the date of the Acceptance of Lol/ PO.
2.	Bid Due date	22-Sep-2017 up to 1500 Hrs
3.	Date of Opening of Un-priced bid	22-Sep-2017 at 1700 Hrs
4.	Date & Time of opening of Technical & Commercial stage	Will be intimated to the qualified bidders at a later date.
5.	Venue of opening of Technical & Commercial Bid/s	Gujarat Fibre Grid Network Limited, Block No. 1, 8th Floor, Udyog Bhawan, Gandhinagar-382010
6.	Bid Processing Fees (Non-refundable)	Rs. 15,000/- (Rupees Fifteen Thousand Only)
7.	Bid security (EMD)	Rs. 4,00,000/- (Rupees Four Lacs Only)
8.	Contact person for raising queries if any	Shri Tejas Gandhi ( <a href="mailto:tejasg@gujarat.gov.in">tejasg@gujarat.gov.in</a> ) and Shri Samir Mehta ( <a href="mailto:samirm@gujarat.gov.in">samirm@gujarat.gov.in</a> )

**NOTE: Please address all correspondence to:**

Chief Financial Officer

Gujarat Fibre Grid Network Limited (GFGNL)

(A Government of Gujarat Company)

Block No: 1, 8<sup>th</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010

Phone No: 079 23259224, Fax No: 079 23238925

## DEFINITIONS

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

1. **“Acceptance Test (AT)”** means the acceptance testing of the ordered product & services on completion of installation and commissioning under the project.
2. **“Acceptance Test Document”** means a document, which defines procedures for testing the Gujarat State Data Centre against requirements laid down in the Agreement.
3. **“Agreement”** means the Service Level Agreement to be signed between the successful bidder and TENDERER including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. **“Authorized Representative/ Agency”** shall mean any person/ agency authorized by either of the parties.
5. **“TENDERER”** here shall mean “Gujarat Fibre Grid Network Limited, Department of Science & Technology, Government of Gujarat”
6. **“Bidder”** means any agency providing similar solutions as per the scope of work of RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom GFGNL signs the Service Level Agreement.
7. **“Contract”** is used synonymously with Agreement.
8. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
9. **“Default Notice”** means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
10. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive TENDERER of the benefits of free and open competition.
11. **“Good Industry Practice”** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
12. **“Law”** shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
13. **“LoI”** means Letter of Intent, which constitutes the intention of the GFGNL to place the Purchase Order with the successful bidder.
14. **“LOA”** shall mean Letter of Award of work issued by GFGNL to the successful bidder. LOA will be issued after the successful bidder gives his acceptance to the LoI.
15. **“Request for Proposal”** means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
16. **“Requirements”** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
17. **“Termination Notice”** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
18. **“Uptime”** means the time period when specified services with specified technical and service standards as mentioned in Section-5 are available to TENDERER and its user organizations. The

uptime will be calculated as follows:

Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.

19. **"% Uptime"** means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
20. **"Downtime"** means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.
21. **"Incident"** refers to any event / abnormalities in the functioning of the Cloud Enablement components in State Data Centre / specified services that may lead to disruption in normal operations of the Cloud based services
22. **"Scheduled Maintenance Time / Scheduled downtime"** shall mean the time that the System is not in-service due to a scheduled work. Scheduled maintenance time is planned downtime with the prior permission from the competent authority.
23. **"Scheduled operation time"** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time.

### Abbreviation

Abbreviation	Description
Gol	Government of India
DoT	Department of Telecommunications, Government of India
BBNL	Bharat Broadband Network Limited
GoG	Government of Gujarat
DST	Department of Science & Technology, Government of Gujarat
GFGNL	Gujarat Fibre Grid Network Limited
GP	Gram Panchayat
SPV	Special Purpose Vehicle
CPSUs	Central Public-Sector Undertakings
GSWAN	Gujarat State Wide Area Network
NKN	National Knowledge Network
NOFN	National Optical Fibre Network
NTP	National Telecom Policy
FAT	Final Acceptance Test
BoQ	Bill of Quantity
NOC	Network Operations Center
EMD	Earnest Money Deposit
FAT	Final Acceptance Testing
ICT	Information Communication and Technology
IP	Internet Protocol
LoI	Letter of Intent
LoA	Letter of Award
O&M	Operations and Maintenance
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
SI	System Integrator
SOP	Standard Operating Procedure
SoW	Scope of Work

***SECTION: 1***

***PROJECT PROFILE***

## **SECTION: 1: PROJECT PROFILE**

In today's age of Science, Technology and Innovation, effective use of ICT is imperative to meet the ever-growing expectations of citizens and businesses. From mere automation, e-Governance is continuously evolving to provide access, equity and empowerment to masses. The State Government has been using ICT as an effective tool towards Good Governance and Gujarat is a frontline State in the Country in implementation of eGovernance projects. Gujarat has been a leader in setting up of core ICT infrastructure such as State-Wide Area Network (SWAN), State Data Centre (SDC) and e-Gram - Common Service Centers (CSCs) as well in use of advanced technologies like GIS and mobility solutions, to provide smart Governance to its citizens and businesses. The adoption of innovative, constructive and result-oriented policies and the increasing use of ICT as facilitator for Governance have tremendously benefitted the masses resulting in significant e-Transactions.

With the ever-increasing number of basic services getting delivered on digital infrastructure, universal access to Broadband is being viewed as a fundamental right of the citizens to be provided by State. Access to broadband infrastructure within the urban geographies is pretty much a reality, however, the rural areas remain largely deprived of this right, thus creating a huge so called "digital divide". This divide exists because of the absence of a viable business case for private sector to invest in building the required infrastructure. Therefore, it is imperative for the Government to take lead in building a vibrant eco-system for delivery of digital services.

### **Project Background:**

In October 2011, Government of India approved setting up of the National Optical Fibre Network (NOFN) to Provide universal and affordable broadband access to every citizen of India. Broadband becoming the basic platform for provision of a number of services like e-governance, e-health, e-commerce, e-banking, universal access to internet is a must to empower our citizens. Considering that the core of governance structure in rural India are the 2,50,000-gram panchayats (GP's) which are the foundation nodes of information collection and dissemination and the service delivery points for Government Administration.

The main objective of NOFN project was to extend the existing Optical Fibre Network to Gram Panchayat's by utilizing Universal Service Obligation Fund (USOF) and creating an institutional mechanism for management and operation of NOFN. Bharat Broadband Network Limited (BBNL) a Special Purpose Vehicle (SPV) was set up by the Government of India in 2011, for the establishment, management and operation of NOFN.

### **The vision of NOFN is to:**

- ❖ Provide 100 Mbps broadband connectivity to all the Gram Panchayats
- ❖ Provide B2B services in a non-discriminatory manner
- ❖ Facilitate proliferation of G2C, B2C and P2P broadband services in rural areas
- ❖ Catalyse broadband penetration in rural areas so as to foster overall socio-economic development

NOFN is a multi-stakeholder project, with a number of organizations including the Department of Telecommunications, the Ministry of Electronics and Information Technology, BBNL, BSNL, RailTel, PGCIL, C-DOT, TCIL and NIC collaborating to ensure that broadband connectivity reaches every Gram Panchayat, enabling adoption by the public and private institutional users as well as the citizens. The ability to access broadband enabled services provides opportunities to empower digitally marginalized rural citizens; changing the way they learn, communicate, and manage their livelihoods and access health, financial and government services.



NOFN Project was to be rolled out in a phased manner. The Telecom Commission approved a 3-phase implementation of the project. The first 100000 Gram Panchayats were to be covered in the first phase up to March 31, 2014 and an additional 100000 Gram Panchayats were to be reached by March 31, 2015. The rest were to be covered by September 30, 2015.

In 2015, the project was renamed as BharatNet as per recommendation of a high level NOFN committee. BharatNet is a project of national importance to establish a highly scalable network infrastructure accessible on a non-discriminatory basis, to provide on demand, affordable broadband connectivity of 100 Mbps to all GPs and on demand capacity to all institutions, to realize the vision of Digital India. Assets under BharatNet shall be owned by Government of India and the network should be sharable and interoperable to provide seamless services across the nation.

Under the 'Digital India' programme launched by Hon'ble Prime Minister, NOFN has been identified as a critical component of the programme to bridge the Urban Rural digital divide. The Project has been revamped as 'BharatNet' in terms of design and approach to give itself pace and faster execution. Further, Telecom commission approved a revised strategy for a three-phase implementation of the BharatNet Project.

- ❖ The first phase envisages providing one lakh gram panchayats with broadband connectivity by laying underground OFC lines by March 2017. This needs to be cover by BBNL.
- ❖ The second phase will provide connectivity to all remaining gram panchayats in the country using an optimal mix of underground fibre over road network, power lines, radio and satellite media. It is to be completed by December 2018.
- ❖ In the third phase from 2018 to 2023, state-of-the-art, future-proof network, including fibre between districts and blocks, with ring topology to provide redundancy would be created.

For NOFN Phase-II, as connectivity is planned through hybrid model having mix of both underground fibre and Aerial fibre laying and state has the liberty to choose the fibre laying approach based on benefits covered and effective implementation of the project.

### **Gujarat's Approach:**

The Gujarat Government is deeply aligned with the Nation's vision of a Digital India and is eager to be one of the leading States to embrace and deliver this vision to the people of Gujarat. Therefore, the State wants to establish Fibre Grid up to the village level under the umbrella of BharatNet so as to spur economic development and to provide Integrated Services to the Citizens. Every household should be lit up with access to video capable broadband at an affordable tariff. The Project Title got named with "Gujarat Fibre Grid" and aligned with the respective Special Purpose Vehicle Creation named as "**Gujarat Fibre Grid Network Limited (GFGNL)**".

### **Vision Statement: "Minimum Government, Maximum Governance"**

1. To bring about ICT-enabled all-round sustainable development and inclusive growth of the State;
2. To provide transparent, affordable and efficient public service delivery closer to the doorstep of citizens;
3. To ensure the socio-economic empowerment of all (with special emphasis on women, youth and the marginalized) through Digital Inclusion.

### **Mission Statement:**

To broad-base and institutionalize 'Digital Gujarat' – towards the fulfillment of the larger vision of 'Digital India' - by giving thrust to the following areas:

- ⇒ Proactive participation in implementation of the key components of 'Digital India' namely

- 1) Broadband Highways,
- 2) Universal Access to Mobile Connectivity,
- 3) Public Internet Access,
- 4) e-Governance: Reforming Government through Technology,
- 5) e-Kranti-Electronic Delivery of Services,
- 6) Information for all,
- 7) Early Harvest Programs, and
- 8) Electronic Manufacturing and IT for Jobs.

The development of high-tech industries like IT and Electronics, which is part of the vision of Gujarat, also demands the creation of infrastructure for providing high bandwidth on demand. Conversely, the availability of high bandwidth on demand is expected to attract the hi-tech industries and state-of-the-art data centres and R&D facilities in to the State.

The approach is to facilitate building of a common government-owned Fibre Grid and network infrastructure that is not only used by the Government, but also by the ISPs, Cable Operators, MSOs, Telcos, etc. on an open, non-discriminatory basis to provide a wide spectrum of services and applications to the citizens and businesses. To design a modern, redundant, reliable, scalable, pure IP-Ethernet network spanning the entire State, with end-to-end central management including Quality of Service (QoS), Service Level Agreements (SLAs), Bulk Bandwidths and Virtual Private Network (VPN) capabilities.

### **Implementation Model:**

As mentioned above, NOFN Phase-I was implemented by the BBNL. Phase-II of the project will be implemented under the state led model as per the guidelines of the BharatNet project covering 18 Districts and approx. 6950 Gram Panchayats of the State.

As per the requirement the SPV- GFGNL will own the lit-up grid and make it open to private enterprises who would in turn be encouraged to provide high quality services in a non-loss-making proposition. GFGNL-A majority stake owned by the State Government will implement and own the assets, drive the necessary procurement, contracts and make decisions about its requirements including collaboration with Government of India enterprises associated with the BharatNet Project such as Bharat Broadband Network Limited (BBNL). The architecture, design, innovation, management, operational oversight and monetization of this network would be managed by the GFGNL while leveraging best of breed private expertise. Notwithstanding this structure purely for operational effectiveness, the SPV will own both the assets and strategic decision making so that under all circumstances the asset and its controls are with the SPV.

The SPV would be structured as an autonomous Limited company that is bound by a charter embodying relevant USO guidelines including openness, unbiased access to both private providers and Government. The SPV would be driven by a mandate and objectives including open transparent monitoring which shows universal service delivery in a public, measurable form.

### **Current Status:**

As per the Guidelines of the project, State government needs to submit a detailed project report (DPR) covering each and every aspect of the project to the competent authority at Government of India level for administrative approval and funding support for the project.

Recently, Government of Gujarat has submitted the detailed Project report to the Government of India for implementation of the BharatNet Phase-II project and awaiting the approval of the same from competent authority at Gol.

***SECTION: 2***  
***SCOPE OF WORK***

## **SECTION-2: SCOPE OF WORK**

The BharatNet project involves taking optical fibre connectivity to villages and extending capacities to make every home in the State Broadband enabled. The Government of Gujarat proposes to implement “Gujarat Fibre Grid Project” under the Umbrella of “BharatNet”. The basic intent of the Fibre Grid project is to establish a significantly independent network that is not constrained by the technological, geographical or organizational constraints of any existing networks or services.

As mentioned above, required SPV-Gujarat Fibre Grid Network Limited was already formed by the State Government. GFGNL will be the owner of the entire project created under the umbrella of BharatNet Project. The guiding principles are:

**a) Open, non-discriminatory network:**

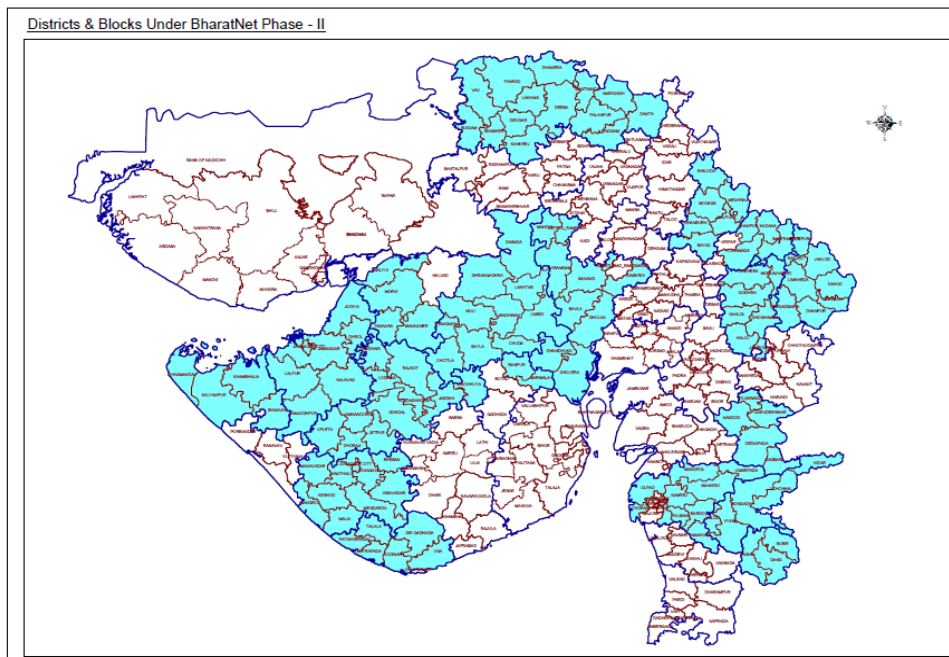
This network shall be made available to all businesses including Telecom providers, cable operators and local entrepreneurs via uniform, published, measurable, open terms-of use and tariff.

**b) Interoperability:**

Being a pure IP-Ethernet network compatible with IPv6 and IPv4 networks, users and applications on this network should seamlessly communicate with any other node on the BharatNet and broadly the global internet.

**c) Technology Agnostic:**

The proposed open grid approach shall be technology agnostic i.e. it is designed to impartially enable wireless, cable operators, ISPs and even future technologies to provide last mile services and innovations.



As shown in the above image BharatNet Phase-II project covers 18 districts, approx. 6950 GP's of the state.

In order to achieve the vision, mission statement as envisage and lay a state of the art, fibre network up to the Village and to provide desired higher quality of service (QoS), the State Government under the State led model of BharatNet Phase-II proposes to hire services of a Project Management Consultancy (PMC) agency for various activities, mainly:

- ❖ End to End Bid Process management for selection of Implementing agency (from preparation of RFP till the contract management)

- ❖ Complete Project Management activities during the implementation period

## **1.1. Detailed Scope of Work**

The Selected agency will be responsible for the below mentioned Project Management activities for the BharatNet Phase-II project.

### **1.1. Bid Process Management**

- a.) Preparation of EoI, Request for Proposal (RFP).
- b.) Preparation of pre-bid query responses, revised RFP, corrigendum (if, any) etc.
- c.) Bid Evaluation (technical and Financial bid)
- d.) Preparation of work orders, contract agreement and other necessary documents
- e.) Preparation of agenda, Minutes for the various meetings
- f.) Contract Management, payment recommendations,
- g.) Any other incidental activities relating to the project related with scope of work.

### **1.2. Commercialization and monetization of the Project Resources**

- a.) Preparation of Monetization plan, Schedule, Strategy etc.
- b.) Preparation of Bid for Selection of Monetization's Partner(s)
- c.) End to End Contract Management
- d.) Monitoring of the Project Schedules/milestone and Revenue realization

### **1.3. Business Advisory Services to the TENDERER**

- a.) Organization Structure of the SPV
- b.) Technology Consultation
- c.) Recruitment of Resources

### **1.4. Project Management & Monitoring Activities (implementation period till the Go-Live of the project):**

- a.) Contract Monitoring: Project Implementation milestone, Project Infrastructure
- b.) Monitoring of Operations and Maintenance
- c.) Identification of KPIs, design and delivery of MIS / Project Progress reports on set schedule, facilitate holding of weekly/fortnightly review meetings / will advise and facilitate the PMU towards compliances with the nodal agency for BharatNet project in Government of India, and other statutory authorities for various legal and other compliances.
- d.) Preparation of various MIS Reports on daily, weekly, monthly basis
- e.) Process of verification and vetting of Delivery, Installation, commissioning, UAT and FAT of the various Project components
- f.) Electronic verification of Installation, commissioning for UAT and FAT of the various Project components
- g.) Conceptualize, design and build the project monitoring unit
- h.) Assist in defining deliverables and scope of work for technical overseeing agency, third party auditor etc.
- i.) Assist TENDERER to recruit and on-boarding of the CEO/CTO and core Team members of the SPV.
- j.) Preparation of EoI/RFPs/RFQs, as may be required for the monetization, service provisioning and implementation of the project during the contract tenure
- k.) Assist the TENDERER on the technical aspects of the implementation of project

I.) Preparation of detailed project Road MAP with defining key milestone during the project tenure

**1) Manpower:**

- The Bidder is required to assess and provide onsite dedicated manpower as required for entire contract period as per the Scope of work under this RFP. It is expected that skilled manpower will be deployed to perform the activities assigned as per the Scope of work of this RFP.
- The Bidder shall assess the scope of work mentioned in this RFP and propose requisite number of manpower required during distinct phases of the scope of work during the tenure of contract in their technical bid document. The minimum requirement of resources, their qualification and responsibility of each resource is given below. This is a minimum indicative list of resources, and based on actual requirements bidder may require to increase the number of resources deployed to meet with the services levels and the scope of work of this RFP.

S/N	Position	Nos.	Minimum Education Qualification	Minimum Experience and Skill Level requirement	Deployment Period
1	<b>Project Manager</b>	01	Master's Degree in Management along with BE/B.Tech (EC/IT or equivalent)/ MCA	<b>Relevant Experience:</b> <ul style="list-style-type: none"> <li>• Minimum 7 Years in Telecom Consulting</li> <li>• Preparation of DPR/RFP of large scale turnkey IT/Telecom Project</li> <li>• End to End Bid Process Management</li> <li>• Preparation of Contract cum SLA Agreement</li> </ul>	<u>Entire Project Duration</u>
2	<b>Consultant</b>	03	BE/B.Tech (EC/IT or equivalent)/ MCA) with MBA	<b>Relevant Experience:</b> <ul style="list-style-type: none"> <li>• <u>Minimum 2 Years in Telecom Consulting</u></li> <li>• Experience of designing and implementation and evaluation of large scale Telecom project</li> </ul>	<u>Three Consultants till Go-live, Thereafter Two consultant for the duration of three Years from the date of Go-live</u>

- The Project Manager and Consultants will be selected by the authority based on a panel provided. If the authority doesn't select team from panel, a new panel will have to be provided.
- The selected agency shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- In case of change in its team composition owing to attrition the selected agency shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.
- The selected agency shall provide and deploy "dedicated on site manpower" for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.

- TENDERER will select the resources after scrutinizing resumes of the probable candidates.
- In case of Work related travel on behalf of the TENDERER, the below mentioned compensation shall be reimbursed on actuals (on submission of bills) as per the below mentioned policy.

Sr. No.	Description	Location	Reimbursement
1.	Local Travel	Gandhinagar, Ahmedabad	No Reimbursement
2.	Travel within Gujarat	Beyond 50 Km within Gujarat	⇒ Rs. 8 per Km ⇒ Daily Allowance/Local travel a.) For Overnight Stay: Rs. 2000 per Day b.) Up to 12 hours stay - Rs. 700 Per Day
3.	Travel outside Gujarat	Outside Gujarat	⇒ Air fare (Economy class) or 2 <sup>nd</sup> AC Train fare or AC Volvo ⇒ Daily Allowance/Local travel a.) For Overnight Stay: Rs. 3000 per Day b.) Up to 12 hours stay - Rs. 700 Per Day

- During RFP preparation, for legal vetting and other terms and conditions clauses, the selected agency can, in addition to the onsite resources, take support from its other technical and other experts in its organization.

SECTION: 3  
***INSTRUCTIONS TO BIDDERS***



## SECTION-3: INSTRUCTIONS TO BIDDERS

### 1) COST OF BIDDING

- 1.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid. TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 1.2 Bidder is expected to pay **Rs. 15,000/-** as a bid processing fee (Non-refundable) in the form of demand draft in favor of "Gujarat Fibre Grid Network Limited." payable at Ahmedabad/Gandhinagar along with the EMD cover. In case of non-receipt of bid processing fees and EMD the bid will be rejected by TENDERER as non-responsive.

### 2) BIDDING DOCUMENTS

The bid document and further amendment if any will be made available to the invited bidders. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submitting a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

### 3) CLARIFICATION ON BIDDING DOCUMENTS

Bidders can seek written clarifications) days within 3 (three) from the bid issuance date from Chief Financial Officer, Gujarat Fibre Grid Network Limited, 8th Floor, Block No. 1, Udyog Bhawan Gandhinagar 382010. TENDERER will clarify and issue amendments if any to all the bidders. No further clarification what so ever will be entertained after the amendments are done.

### 4) AMENDMENT OF BIDDING DOCUMENTS

- 4.1 At any time prior to the deadline for submission of bids, TENDERER, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment.
- 4.2 In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, TENDERER, at its discretion, may extend the deadline for the submission of bids.

### 5) LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and TENDERER shall be in English.

### 6) SECTION COMPRISING THE BIDS

- 6.1 **BID SECURITY SECTION:** The bid security and bid processing fee (non-refundable) to be furnished to TENDERER office in the form of demand draft in favor of "Gujarat Fibre Grid Network Limited" payable at Ahmedabad/Gandhinagar before opening of un-price bid in sealed envelope.
- 6.2 Bidder shall submit their bids in **THREE SEPARATE SECTIONS** in sealed envelopes super-scribed with the RFP document number, due date, time, Project and nature of bid (bid security, un-priced, priced).

**SECTION-I:** The Bid Security in a separate sealed envelope super scribed with the bid document number.

**SECTION-II:** UNPRICED BID complete with all technical details as part of their proposed technical solution not exceeding 30 pages including supporting documents as per the terms and conditions of the bid. **Note: Filling up prices in Part II will render the bidder disqualified.**

**SECTION-III:** PRICED BID ONLY with full price details and CD containing the priced bid in excel format.

6.3 The envelopes containing SECTION-I, SECTION-II and SECTION-III of offer should be enclosed in a larger envelope duly sealed. Bidders are required to sign all the pages of bid document.

## **7) BID FORMS**

7.1 Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection.

7.2 For all other cases, the Bidder shall design a form to hold the required information.

7.3 TENDERER shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

## **8) FRAUDULENT & CORRUPT PRACTICE**

8.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the TENDERER of the benefits of free and open competition.

8.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.

8.3 TENDERER will reject a proposal for award and may forfeit the EMD and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

## **9) LACK OF INFORMATION TO BIDDER**

The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract.

## **10) CONTRACT OBLIGATIONS**

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within seven (07) days and if the consulting work is not started within seven (07) days from the date of Lol/WO as mentioned above, TENDERER reserves the right to cancel the contract and apply all remedies available to them under the terms and conditions of this RFP.

## **11) BID PRICE**

11.1 Price shall be exclusive of all applicable taxes. The prices shall strictly be submitted in the given format. Successful Bidder will have to supply/provide services with an Invoice from a place located within the State of Gujarat.

11.2 The priced bid should indicate the prices in the format/price schedule only.

- 11.3 The Financial bid shall indicate charges payable as per Section-4 for providing required Services. The bidder shall quote fixed charges per item. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 11.4 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected.
- 11.5 Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Price Schedule of this RFP shall prevail.
- 11.6 Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the TENDERER in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

## **12) BID CURRENCY**

The prices should be quoted in Indian Rupees (INR). Payment as specified in the agreement shall be made in Indian Rupees only.

## **13) BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**

- 13.1 The Bidder shall furnish, as part of the Bid, a Bid security for the amount of **Rs. 4,00,000/-** by demand draft, in favor of Gujarat Fibre Grid Network Limited, payable at Gandhinagar/Ahmedabad in India in a sealed envelope. The un-priced bid will be opened subject to the confirmation of valid Bid security.
- 13.2 Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the date of award of work to the successful bidder on a written request.
- 13.3 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement, and furnishing the Performance Bank Guarantee.
- 13.4 The Bid security may be forfeited at the discretion of TENDERER, on account of one or more of the following reasons:
- a. The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form.
  - b. Bidder does not respond to requests for clarification of their Bid.
  - c. Bidder fails to co-operate in the Bid evaluation process, and
  - d. Bidder is found to be involved in corrupt or fraudulent practices
  - e. In case of a successful Bidder fails:
    - (i) To sign the Agreement in time
    - (ii) To furnish Performance Bank Guarantee in time

## **14) PERIOD OF VALIDITY OF BIDS**

- 14.1 Bids shall remain valid for **180 Days** after the date of opening of Commercial Bid. A Bid valid for a shorter period shall be rejected as non-responsive.
- 14.2 In exceptional circumstances, TENDERER may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

## **15) BID DUE DATE**

- 15.1 Bid must be received by the TENDERER at the address specified in the Request for Proposal (RFP) not later than the date and time specified in the RFP.
- 15.2 TENDERER may, as its discretion, on giving reasonable notice by fax, email or any other written communication to all prospective bidders who have been issued the bid documents, extend

the bid due date, in which case all rights and obligations of the TENDERER and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

**16) LATE BID:** No bidder may be able to submit the bid after the bid due date/time.

**17) MODIFICATION AND WITHDRAWAL OF BID**

- 17.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by TENDERER prior to the deadline prescribed for submission of bids.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
- 17.3 No Bid may be modified subsequent to the deadline for submission of bids.
- 17.4 No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

**18) OPENING OF BIDS BY TENDERER**

- 18.1 TENDERER will open the EMD and Bid Processing Fees stage at first instance and Technical bids of those bidders, who have furnished EMD and Bid Processing Fees on or before due date and time, will be opened, in the presence of Bidder or their authorized representatives, at schedule time in the bid at the office of Gujarat Fibre Grid Network Limited. Block No. 1, 8th Floor, Udyog Bhavan, Sector-11, Gandhinagar-382010. The Bidders representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the TENDERER, the Bids shall be opened at the appointed time and location on the next working day.
- 18.2 The date on which commercial bid would be opened, will be intimated to the qualified bidders by the TENDERER on the day of opening of first stage or on any subsequent days either through fax or through letter or e-mail from the Office of the TENDERER or any of his authorized official.
- 18.3 The Bidders Names, and the presence or absence of the requisite Bid security and such other details as the TENDERER, at its discretion, may consider appropriate will be announced at the time of opening.
- 18.4 The price bid will be opened after evaluation of Technical Bid.

**19) CONTACTING TENDERER**

- 19.1 Bidder shall not approach TENDERER officers outside of office hours and/ or outside TENDERER office premises, from the time of the Bid opening to the time the Contract is awarded.
- 19.2 Any effort by a bidder to influence TENDERER officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the TENDERER, it should do so in writing.

**20) REJECTION OF BIDS**

TENDERER reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

**21) BID EVALUATION**

**21.1 Preliminary Examination**

- 21.1.1 TENDERER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.1.2 Prior to the detailed evaluation, TENDERER will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning performance security, Warranty, Applicable law and Taxes and duties will be deemed as material deviations. TENDERER determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.1.3 If a Bid is not substantially responsive, it will be rejected by TENDERER and may not subsequently be made responsive by the Bidder by correction of the non- conformity.
- 21.1.4 Conditional bids are liable to be rejected.

**21.2 Methodology & Criteria for Technical, Commercial and final evaluation**

- 21.2.1 TENDERER will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, TENDERER, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 21.2.2 The bidders are expected to provide all the required supporting documents and compliances as mentioned in this RFP. The bidder shall quote the solution having full compliance with all the guiding principles and minimum specifications as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- 21.2.3 The bids will be evaluated for the eligibility criteria first.
- 21.2.4 The technical bids of the bidder(s) who comply with the eligibility criteria will be opened. During the technical evaluation, TENDERER may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied in technical evaluation. At any point of time, if TENDERER feels that the bidder is hiding any information which will affect the project cost in short or long run, TENDERER may reject his bid without assigning any reason or explanation.
- 21.2.5 Price shall be loaded appropriately for the missing component/quantity/tax etc. Price quoted in the financial bid will be final. Bidder is required to fulfill all obligations as required in the bid as per the prices quoted in the financial bid, for the proposed scope of work and bill of material, or missing component(s), if any for which the description is there in technical response but price is not provided in the financial sheet. Price will be appropriately loaded for the missing tax components/missing components that in the understanding of the evaluators is found to be missing from the proposed bill of material except in case where there is a written justification provided in the technical bid response. Basis of loading shall be the highest cost quoted by the bidders.

**21.2.6 The following criteria shall be used to evaluate the technical capabilities of the bidder:**

S/N	Particulars	Max. Marks
<b>Technical Presentation based on Below Matrix</b>		
1	Type of Manpower proposed under the Project, including experiences	25
2	Strategy for RFP, Contract Management, Project Implementation etc. for Fiber Laying	50

3	Strategy and approach for monetization of the assets	25
<b>Total</b>		<b>100</b>

**Technical Bid Evaluation:**

The technical score of a bidder 'Tb' will be assigned to the bidder and it will be awarded based on the Technical Evaluation Criteria as specified above. TENDERER's decision in this regard shall be final & binding and no further discussion will be held with the bidders.

Tb: Absolute Technical Score

Tmax: Maximum Technical Score

Tn: Normalized technical score of the bidder under Consideration

Normalized technical score (Tn) = Tb/Tmax \* 100

**21.3 Financial Bid evaluation:**

The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder (excluding the Optional Services quotes sought in the financial bid)

Fn = normalized financial score for the bidder under consideration

Fb = commercial quote for the bidder under consideration

Fmin = commercial quote of the lowest evaluated financial proposal

The lowest evaluated Financial Proposal (Fmin) will be given the maximum financial score (Fn) of 100 points. The financial scores (Fn) of the other Financial Proposals will be calculated as per the formula for determining the financial scores given below:

Normalized Financial Score (Fn) = 100 x Fmin / Fb

**21.4 Final Evaluation of Bid**

Proposals will be ranked according to their combined technical (Tb) and financial (Fn) scores using the **weights (T = 0.30 the weight given to the Technical Proposal; P = 0.70 the weight given to the Financial Proposal; T + P = 1)**. The final evaluation will be based on Final Score which shall be calculated as shown below:

Final Score (S) = Tn x T + Fn x P

The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.

**22) AWARD OF CONTRACT**

22.1 In case, if lowest bidder does not accept the award of contract or is found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be offered the Contract.

**23) NOTIFICATION OF AWARD & SIGNING OF CONTRACT**

23.1 Prior to expiration of the period of Bid validity, TENDERER will notify the successful Bidder.

23.2 Within the Six (6) working days of receipt of the Contract Form, the successful Bidder requires to accept unconditionally and sign the Contract agreement with the TENDERER.

23.3 The Performance bank guarantee has to be submitted within fifteen (15) days of receipt of award. The Performance Bank guarantee shall be equals to 10% of the contract value. The Bank Guarantee shall be valid for the period of 180 days beyond the expiry of contract.

## **24) FORCE MAJEURE**

24.1 Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

24.2 **Force Majeure Events:** The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

24.2.1 **Natural events** ("Natural Events") to the extent they satisfy the foregoing requirements including:

- a) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- b) Explosion or chemical contamination (other than resulting from an act of war);
- c) Epidemic such as plague;
- d) Any event or circumstance of a nature analogous to any of the foregoing.

24.2.2 **Other Events ("Political Events")** which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:

- a) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
- b) Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
- c) Implementation of Model code of conduct banning issuance of new tenders
- d) Any event or circumstance of a nature analogous to any of the foregoing.

24.3 **FORCE MAJEURE EXCLUSIONS:** Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery
- b) Delay in the performance of any contractor, sub-contractors or their agents;

24.4 **PROCEDURE FOR CALLING FORCE MAJEURE:** The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any

event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

## **25) CONTRACT OBLIGATIONS**

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder's bid and all previous correspondence.

## **26) AMENDMENT TO THE AGREEMENT**

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws applicable in the state of Gujarat.

## **27) USE OF AGREEMENT DOCUMENTS AND INFORMATION**

- 27.1 The Bidder shall not without prior written consent from TENDERER disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of TENDERER in connection therewith to any person other than the person employed by the Bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- 27.2 The Bidder shall not without prior written consent of TENDERER make use of any document or information made available for the project except for purposes of performing the Agreement.
- 27.3 All project related documents issued by TENDERER other than the Agreement itself shall remain the property of TENDERER and Originals and all copies shall be returned to TENDERER on completion of the Bidder's performance under the Agreement, if so required by the TENDERER.

## **28) REPRESENTATIONS AND WARRANTIES**

### **28.1 REPRESENTATIONS AND WARRANTIES BY THE SUCCESSFUL BIDDER**

It is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof.

The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers.

There is no pending or threatened actions, suits or proceedings affecting the Successful Bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Successful Bidder's ability to perform its obligations under the Agreement; and neither Successful Bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise). The Successful Bidder confirms that all representations and warranties of the bidder set forth in the Agreement are true, complete and correct in all respects.



No information given by the Successful Bidder in relation to the Agreement, project documents or any document comprising security contains any material wrong-statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.

## **28.2 REPRESENTATIONS AND WARRANTIES BY TENDERER**

It has full legal right; power and authority to execute the project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.

The Agreement has been duly authorized, executed and delivered by TENDERER and constitutes valid, legal and binding obligation of TENDERER.

The execution and delivery of the Agreement with the Successful Bidder does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to TENDERER, its assets or its administration.

## **29) RESOLUTION OF DISPUTES**

29.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.

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

29.3 The place of the arbitration shall be Gandhinagar, Gujarat.

29.4 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.

29.5 The proceedings of arbitration shall be in English language.

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

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

## **30) TAXES & DUTIES**

Bidder is liable for all taxes and duties etc. as may be applicable from time to time.

## **31) BOOKS & RECORDS**

Bidder shall maintain adequate Documents Related to project's physical materials for audit by TENDERER during the terms of Contract until expiry of the performance guarantee.

### 32) PERFORMANCE GUARANTEE

- 32.1 The Bidder shall furnish Performance Guarantee as provided in the bid document to TENDERER for an amount equal to 10% of the contract value.
- 32.2 The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order / LOI towards faithful performance of the contract obligation, and performance of the services rendered during the contract period. In case of poor and unsatisfactory services, TENDERER shall invoke the PBG.
- 32.3 The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Public-Sector Banks and private banks such as IDBI Bank, UTI Bank, HDFC Bank, ICICI Bank, Kalapur Commercial Co-Operative Bank having branch in Gandhinagar\Ahmedabad in the format provided by TENDERER to be submitted Within 15 calendar days of receipt of award.
- 32.4 The Performance Guarantee shall be discharged by TENDERER and returned to the Bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

### 33) PAYMENTS TERMS

- 33.1 **Yearly charges quoted by the bidders will be further divided into following two components:**
- a) **Fixed Component:** 80% of the yearly charges quoted in the bid will be paid in quarterly installments
- b) **Variable Component:** Remaining 20% component will be linked with the performance of the bidder, which will be assessed as per the below mentioned Milestone and performance measurement matrix. Variable component will be paid yearly after the actual assessment of the performance against as per the below matrix. The Actual Weighted Achievement (%) will be multiplied with the variable component for arriving of actual payment under the variable component.
- e.g. -1: Yearly charges is Rs. 100/- (Fixed = 80/-; Variable = 20/-) actual achievement is 90% then in that the value of variable component i.e. Rs. 20 will be multiplied with the achievement and actual payment under the head will be: Rs. 20 x 90% =Rs. 18/-
- OR
- e.g. -2: Yearly charges is Rs. 100/- (Fixed = 80/-; Variable = 20/-) actual achievement is 110% then in that the value of variable component i.e. Rs. 20 will be multiplied with the achievement and actual payment under the head will be: Rs. 20 x 110% =Rs. 22/-

#### Milestone and Performance Measurement Matrix

S/n	Activities	Year '2'	Year '1'	Year '0'	Year '1'	Year '2'
1	<b><u>Tendering Phase</u></b>					
1.1	RFP Issuance from Kick off Date	30 Days		--	--	--
1.2	RFP- Pre-Bid query responses from date of Pre-bid meeting	15 Days				
1.3	Technical Bid Evaluation & recommendations from the date of bid submission	10 Days		--	--	--
1.4	Financial Bid Evaluation-From the date of opening of Financial bid opening	7 Days				
2	Project Monitoring & timely reporting	--	As per RFP**	As per RFP**	--	--
3	Business & Revenue Model from the date of Initiation	--	--	60 Days		

4	<b>Monetization (O&amp;M, Commercialization phase)</b>					
4.1	Total Revenue Generation from Shared bandwidth/Dark Fibre Leasing	--	--	--	40 Crore	80 Crore
4.2	Network Availability (Average of all Links)	--	--	99.7%	99.7%	99.7%
Weighted Achievement (%)						

**Note:**

- 1) Year '0' is Go Live Year
  - 2) Project Implementation time schedule: It is envisaged that year -2, year -1, in the matrix and price bid is time earmarked for bidding process and actual implementation of project. Beginning of year '0' is rollout of O & M phase of the project. Thus year 0, 1, 2 are post implementation O & M years of the project.
- a) The successful bidder shall submit reports for manpower availability, daily activities carried out etc. on fortnightly basis.
  - b) The manpower deployed should be exclusive on-site resources for the entire duration of contract.
  - c) The Successful Bidder's request for the payment shall be processed after completion of milestone under each phase.
  - d) The currency of payment shall be **Indian Rupees (INR)**
    - If there is any deficiency in the performance of Contractual obligations on the part of the Successful Bidder, the Successful Bidder shall be liable for the imposition of appropriate Penalties as specified in clause 35 of this section and TENDERER shall be entitled to deduct such Penalties at source while making payment to the Successful Bidder for the services provided.
    - The Successful Bidder shall be paid all taxes as applicable from time to time at actuals.

**34) SERVICE TERMS**

- 35.1 The entire scope of the work depends on the technical skill and experience of the manpower engaged in this project.
- 35.2 It is mandatory for Bidder to deploy qualified professionals as per criteria and post approval of TENDERER as defined under qualification.
- 35.3 The Bidder has to submit regular schedule of man power availability and get it approved by TENDERER.
- 35.4 The Bidder will have to carry out replacement of manpower with pre-approved Manpower by the TENDERER within 7 days in case of any replacement is required due to circumstances arising out of any unforeseen situations like separation with prior approval of TENDERER.
- 35.5 The Bidder will need to coordinate and approach various agencies working under BharatNet during the course of this contract.
- 35.6 The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly, as per the guidelines issued by TENDERER.
- 35.7 TENDERER shall provide office space to the operational consultants in its own premise during project period. All other expenses related to transportation, consumables, stationary, printing, scanning, telephone, food, snacks, etc. in case required, has to be completely borne by the Bidder as part of Contract Agreement.
- 35.8 Time is the essence of the Project and hence the bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis. If required and to meet SLAs, the bidder shall pool additional resources to ensure that work is completed within defined time frame with no additional cost to TENDERER

35.9 The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time)

### 35) PENALTY CLAUSE

S/N	Component	Time lines (in days)	Value of Penalty**
1.	Non-Deployment of Proposed Resources	T+0	A penalty of Rs. 15000/- per resource per day for non-deployment of proposed resources as per the technical Bid documents. Note: In case of failure in deployment of at 50% of the proposed Manpower, TENDERER may terminate the contract and forfeit the PBG.
2.	Manpower Availability	T+0	1) <b><u>Non-reporting/Unsanctioned Leaves/Absent/Non Replacement:</u></b> a.) Project Manager: Penalty of Rs. 15,000 per day or part thereof b.) Consultant: Penalty of Rs. 6000 per day or part thereof
3.	Delay in submission of Draft RFP for selection of Implementing Agency	T+ 30 Days	A Penalty of Rs. 50,000/- per week or part thereof for delay in submission. Note: a) If, DoT or BBNL issues a revised template for RFP or issues specifications for RFP for items/components. <b><i>In that case "T" for this milestone will be Kick off date or DoT draft RFP issuance date, whichever is later.</i></b> b) In case of delay beyond for weeks, TENDERER may terminate the contract and forfeit the PBG.

T= Kick of Date

# All penalties are mutually exclusive

Note:

- 1.) The Bidder is not allowed to replace those resources whose profile has been submitted at the time of bidding process/Technical Presentation. Further in the event where the bidder is not able to retain the resources quoted in the bid, then the replacement must be pre-approved by the TENDERER and over and above it, the following penalties shall be applicable (the below mentioned penalty shall be waived off only under unfortunate circumstances or on confirmation of disassociation of the provided resource):
  - a. **Within First 6 Months:** - Rs. 1,00,000 (Rupees One Lakh) per resource per month during the period (Six months) of non-availability.
  - b. **From 6 months to 1 Year:** - Rs. 50,000 (Rupees Fifty Thousand) per resource per month during the period (next six months) of non-availability.

- c. **From 13 months to 24 Months:-** - Rs. 25,000 (Rupees Twenty-Five Thousand) per resource per month during the period (next Year) of non-availability.
- 2.) Prior Intimated Leave of absence will be allowed: 24 days per designated post in a Year. If a resource proceeding on leave or becoming absent is replaced with a resource approved by authority, then such substitution will not be treated as absence.
- 3.) In exceptional cases, the tenderer may allow longer period of absence without penalty, provided prior approval is obtained.

### **36) PROJECT IMPLEMENTATION**

- 36.1 TENDERER or its designated agency shall monitor the Project and all acceptances and inspection of work will be undertaken by them. All Invoices, Vouchers, Bills for supplied services by the Bidder under the scope of the work will be verified measured and accepted by such designated agency to TENDERER, for release of payment.
- 36.2 As part of scope, the Bidder shall provide details of all resources that will be incorporated and deployed by the bidder to carry out all the activities.
- 36.3 The Bidder will carry out work strictly as per the plan approved by TENDERER. The Bidder shall complete all phases of work as per the timelines mentioned in Scope of Work from the date of the Issuance of Lol.
- 36.4 The Bidder shall arrange to obtain all statutory and regulatory permission (If any) at no cost to the Government of Gujarat.
- 36.5 The Bidder shall not disturb or damage the existing infrastructure. If in case any damage to the network is done, the same shall be corrected with no extra cost. The Bidder shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.
- 36.6 Bidder shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from TENDERER.
- 36.7 Any damage caused to the property of Government of Gujarat while executing the job shall be solely Bidder's responsibility. In case any damage to the property is caused, the same will be recovered from the Bidders. No any extra cost shall be paid to the Bidder for such reasons.
- 36.8 The Bidder shall have to furnish the documentation of the work undertaken in consultation with Engineer-in-charge/TENDERER representatives. 3 sets of such documentation should be provided before the issue of completion certificate.
- 36.9 This is an end to end consultancy project. The Bidder shall be fully responsible for executing the Project in totality and should include the items and their prices, if not included in price bid to complete the project on turnkey basis. Any claim whatsoever in this regard will not be entertained later on.
- 36.10 TENDERER reserves the right to call upon the Bidder for any clarification, escalation, communication, review, etc. with prior intimation. The concern Bidder has to make necessary arrangement for the same.
- 36.11 The Bidder shall be responsible and take required insurance for all of their assets and representations working on the site at their own cost. TENDERER will not be responsible for any loss or damage to any of the asset or representatives of the Bidder during the said contract.
- 36.12 All work shall be performed and executed by the Bidder in strict conformity with the engineer-in-charge / representative from TENDERER and any relative instruction issued to the Bidder by the Engineer-in-charge time to time.

### **37) THIRD PARTY AGENCY**

TENDERER may appoint/designate a Third-Party Agency which would monitor the deliverables of the Consultant. Third Party Agency will verify the services provided by the Bidder under the Agreement. The Bidder will co-operate with such Third-Party Agency. The bidder needs to obtain work completion certificate issued by the TPA appointed by TENDERER.

### **38) SUPPORT FROM EXTERNAL AGENCY**

Sub-letting/contracting of entire work or in part thereof is not permitted. The bidder needs to complete all the defined activities as per scope of work within the defined timelines completely on its own. No Data/ Information should be sent out of the premise without obtaining prior written confirmation from the TENDERER.

### **39) TERMINATION OF SERVICE**

The TENDERER reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 10 days' notice in writing: -

- a) The successful Bidder becomes the subject of bankruptcy, insolvency, winding up, receivership proceedings;
- b) In case TENDERER finds illegal use of connections, hardware, software tools, manpower etc.
- c) If SLAs are not maintained properly and not provide services as per SLAs then TENDERER has right to foreclose contract by giving 1-month notice.

### **40) PROVISION OF SPACE / UTILITIES**

The entry and exit to the site for the personnel of the Successful Bidder shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located. TENDERER shall allow or obtain the required permission to enable the successful bidder employees or its authorized personnel to enter in the premises where the Services are provided for related activities. This shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located. The Bidder's manpower shall adhere to the working days and working hours of TENDERER. Since this engagement is onsite, the manpower deployed shall follow TENDERER work timings and Holiday Calendar.

### **41) LIMITATION OF LIABILITY**

The Bidder's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the TENDERER within the remaining duration of the contract from the day claim is raised.

### **42) Intellectual Property Right**

All IPR in relation to project documents, assets, resources, designs, drawings etc. shall vest with the TENDERER and the bidder shall not use any such for any other purpose, except for discharging his obligations under this bid.

SECTION:4

***PRICE BID***

## SECTION-4: PRICE BID FORMAT

(Amount in INR)

Time Line	PMC Charges	Discount rate	NPV of Yearly Charges	GST (%)
A	B	C	D=B/C	E
Year '-2'		1.00		
Year '-1'		1.08		
Year '0'-Go Live Year		1.166		
Year '1'		1.259		
Year '2'		1.360		
<b>Grand Total</b>				

**Note:**

1. PMC Charges should be as per the scope of work defined in the RFP document.
2. Above charges should be exclusive of GST. The applicable rate of GST should be submitted separately in appropriate column.
3. The discount rate for calculation of NPV assumed @ 8%.
4. Financial quote (Fb) will be the Grand total without taxes.
5. The bidder has to provide a detailed price schedule defining each and every cost factored and Man month considered in for arriving yearly charges as mentioned in the price on its letter head separately.
6. Actual payment will be on quarterly basis.



***SECTION:5***

***FORMATS***

**SECTION:5**

**A) PERFORMANCE BANK GUARANTEE**

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.  
Date:

To  
Name & Address of the Purchaser/Indenter

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for \_\_\_\_\_", for the Government of Gujarat ("TENDERER").

AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

1. WHEREAS we \_\_\_\_\_ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Government of Gujarat ("TENDERER") the Guarantee: THEREFORE the Bank hereby agrees and affirms as follows:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention Mr \_\_\_\_\_.

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decide by the bidder & TENDERER.

The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

- Any breach or non-compliance by the Bidder with any of the terms And conditions of any Agreements/credit arrangement, present or Future, between Bidder and the Bank.
4. The BANK also agrees that TENDERER 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 TENDERER may have in relation to the Bidder's liabilities.
  5. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of TENDERER or any other indulgence shown by TENDERER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
  6. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this ..... Day of .....,2017

Witness

(Signature)	(Signature)
(Name)	Bank Rubber Stamp (Name)
(Official Address)	Designation with Bank Stamp Plus Attorney as per Power of Attorney No.

Dated:

**List of approved Banks**

All Nationalized Bank including the public-sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the **G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department.**

**B: COMPLIANCE STATEMENT**

Sr. No	RFP Clause No.	RFP Clause	Complied / Not Complied	Comments
1				
2				

Note: The Clause by Clause Technical Compliance should be submitted by bidder duly signed by Power of Attorney.

**C: FORMAT FOR BID LETTER FORM**

(Shall be submitted on Bidder's letterhead duly signed by Authorized signatory)

**Date:**

**To,  
CFO**

Gujarat Fibre Grid Network Limited  
Block-1, 8th Floor, Udhog Bhavan, Gandhinagar.

**Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria**

**Ref: CONTRACT FOR \_\_\_\_\_.**

Dear Sir,

With reference to above referred tender, I, undersigned <<**Name of Signatory**>>, in the capacity of <<**Designation of Signatory**>>, is authorized to give the undertaking on behalf of <<**Name of the bidder**>>.

We wish to inform you we have examined the bidding documents, we the undersigned, offer to provide the MPLS Network project as detailed in the abovementioned bid submitted by us.

If our Bid is accepted, we undertake to;

1. Execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time)
2. Provide the requisite services within the time frame as defined in the bid documents (and as amended from time to time)
3. Maintain validity of the Bid for a period of 1 year from the date of Bid opening or as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of TENDERER Tender Committee for disqualification will be accepted by us.

Thanking you,

For <Name of the bidder>>  
<<Authorized Signatory>>  
<<Stamp of the bidder>>