

Request for Proposal (RFP) for Selection of Project Management Consultant (PMC) for Implementation project work in the State of Gujarat under Gujarat Fibre Grid Network Limited



Issued by:

Gujarat Fibre Grid Network Limited (GFGNL)

(A Government of Gujarat Company)

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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.

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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
GoI	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

Bid Control Sheet

Sr. No.	Information	Details
1	Tender Inviting Agency	Gujarat Fibre Grid Network Limited
2	Tender Name/ Name of Work	Request for Proposal (RFP) for Selection of Project Management Consultant (PMC) for Implementation project work in the State of Gujarat under Gujarat Fibre Grid Network Limited
3	RFP Reference No. and date	As per GeM BID
4	Availability of RFP Documents	RFP document can be downloaded from the website of https://gem.gov.in/ .
5	Start date for downloading RFP	As per GeM BID
6	Last date for downloading RFP	As per GeM BID
7	Earnest Money Deposit	Rs.6,00,000/-- As per GeM BID
8	ePBG	As per GeM BID
9	Last date and time for submission of EMD, Bid Fee, Pre-Qualification Bid, Technical Bid and Commercial Proposal (Online)	As per GeM BID
10	Deadline for physical submission of EMD, Bid Fee, Pre-Qualification Bid, Technical Bid (2- Copy)	As per GeM BID
11	Date, time, and venue of opening of Pre- Qualification Bid	As per GeM BID Venue: Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector 10A, Sector 10, Gandhinagar, Gujarat 382010
12	Place, time, and date of opening of Technical, Financial Proposals received in response to the tender notice	To be intimated later to the qualified bidders.
13	Bid validity period	180 days from the last date of submission
14	Currency	INR only.
15	Language of Bid Submission	Proposals should be submitted in English only.
16	Contact email id for queries	To: dgmTech-gil@gujarat.gov.in vipulp@gujarat.gov.in and ddict-gil@gujarat.gov.in CC to: dgm-hra-gfgnl@bharatnet.gujarat.gov.in , directort@bharatnet.gujarat.gov.in , cfo@bharatnet.gujarat.gov.in
17	Communication Address/Address for submission of Tender	Deputy Director (IT), Gujarat Informatics Limited, Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar 382010, Phone: (079)- 23252026, 23259227 Fax No. (079) 23238925

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.

1.1 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 covered 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.

1.2 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 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.

1.3 Implementation Model:

As mentioned above, NOFN Phase-I was implemented by the BBNL. Phase-II of the project has been implemented under the state led model as per the guidelines of the BharatNet project covering 18 Districts and approx. 8000 Gram Panchayats of the State.

As per the requirement the SPV- GFGNL owns the assets and the network so created as a part of Bharatnet Phase-II project in the State of Gujarat and now shall 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, drives 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 owns both the assets and strategic decision making so that under all circumstances the asset and its controls are with the SPV.

The SPV is 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 is driven by a mandate and objectives including open transparent monitoring which shows universal service delivery in a public, measurable form.

The guiding principles of GFGNL and BharatNet 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.

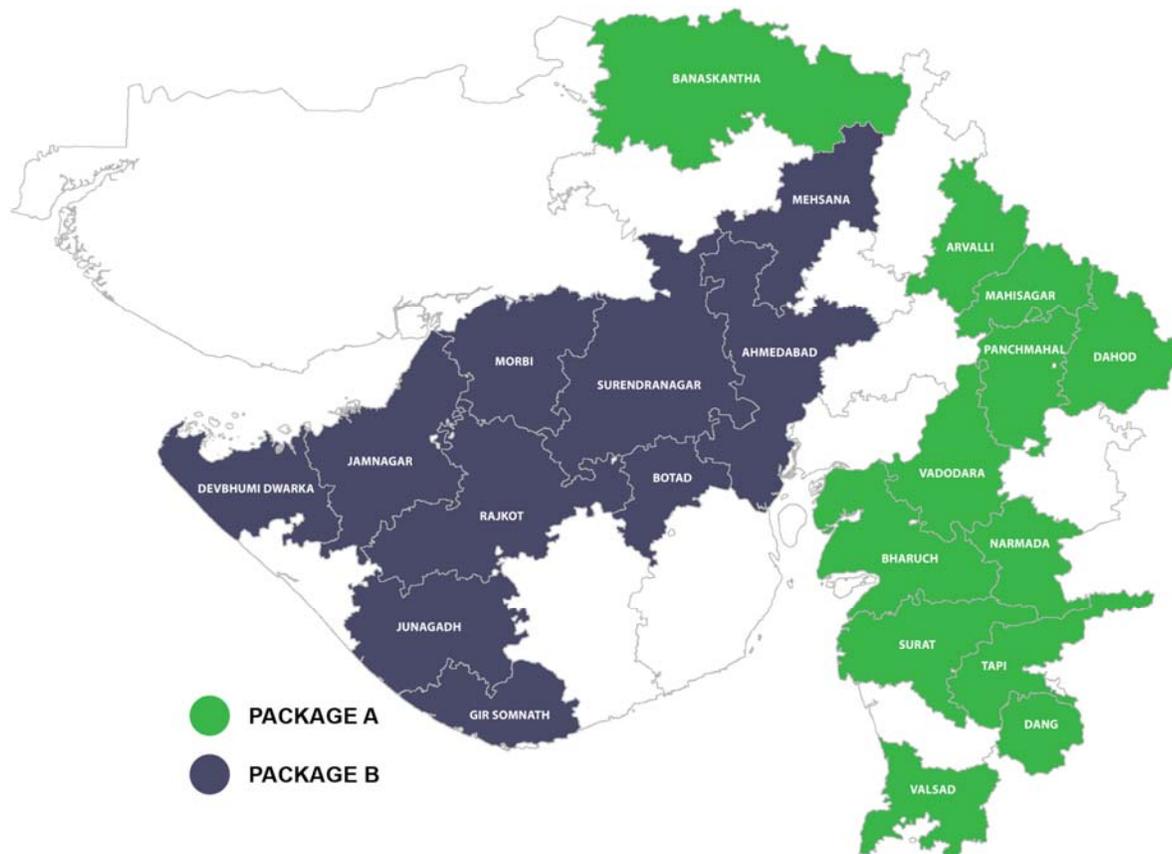
c) Technology Agnostic:

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.

1.4 Current Status:

The BharatNet project involves extending optical fibre connectivity to villages and outspreading capacities to make every home in the State Broadband enabled. 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 per the guidelines of the BharatNet project, State government had submitted 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.



Memorandum of Understanding (MoU) among the four parties namely, USOF, Department of Telecommunications, Government of India, BBNL, Government of Gujarat and the SPV-Gujarat Fibre Grid Network Limited, has been signed on 27-12-2017.

As shown in above image:

- No. of regions/packages: 2
- No of Project Implementation Agency: 2
- No. of GPs lit : 7980
- Total Trenching and ducting completed : 31098 KM
- Total OFC laying completed : 35264 KM
- Technology: GPON

1.5 Benefits of the project

- High speed internet upto 100 Mbps per GP.
- Internet speed can be extended upto 1 Gbps per GP with very few upgradations in network.
- GP to Gandhinagar SDC direct connectivity via government owned fibre.
- 12 core OFC per GP for future government and commercial use to private operators.
- Government owned and maintained OFC network for better reliability and security.

1.6 Way Forward:

GFGNL has spearheaded the BharatNet State-led implementation in creating the OFC based backbone for the state covering majority of district and taluka centres. The GFGNL intends to utilize this backbone for as data backbone for various type of services provided within the state including G2X, B2X, etc.

For reaching this goal GFGNL2.0 is envisaged as it intends to take its network on to the next stage of implementation and utilization. This shall include creation and/or extension of the homogenous fibre backbone network under BharatNet Project across the state of Gujarat, evaluation and convergence of the backbone into IP/MPLS network, implementation of IPv6 and so on.

2. SCOPE OF WORK

In order to achieve the vision, mission statement as envisaged, to enhance the network implemented as stated above and to provide desired higher quality of service (QoS), GFGNL intends to invite the bid for selection of a Project Management Consultancy (PMC) agency for various activities, mainly:

- ❖ End to End Bid Process management including contract management for Implementation agencies of GFGNL
- ❖ Designing high level network design along with finalization of additional BOM item to be procured for
 - Takeover of Phase-1 network from BSNL,
 - Addition of new villages
 - Creating IP MPLS network
 - Improving the overall utilization and monetization of the network
- ❖ Identification of the defects & bottleneck in existing network & improvisation of network.
- ❖ Ensuring implementation, monitoring, gap analysis of network security. The agency shall also provide technical guidance in terms of decision support for further expansion, procurement plans and security aspects of the network

Detailed Scope of Work

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

2.1 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) Selection of Technical Supervisory Agency (TSA) for audit of field activities, if required. and its bid process related activities as indicated from sub clause (a) to sub clause
- h) Preparation of project status reports and facilitation to GFGNL to submit timely reports to BBNL or USOF or DOT
- i) Any other incidental activities relating to the project related with scope of work.

2.2 Commercialization and monetization of the Project Resources

- a) Preparation of Monetization plan, Schedule, Strategy estimates for the requirements of clients, 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.
- e) Framing of Marketing Strategy, Sales etc.

2.3 Technology Consultation

- a) Defining the IP Schema
- b) Designing of the IP/MPLS network architecture/plan
- c) Creating network amalgamation plans for takeover of Bharatnet Phase-1 network and assets
- d) Creating phase-wise network migration plans
- e) Review and assess the Security framework, security policy and conducting gap analysis of GFGNL to measure how well the ICT devices complies with the industry standard.

- f) Performing vulnerability assessment (VA) of IT infrastructure of GFGNL
- g) Programming functions, designing networks and systems and allocating resources as required
- h) Manage/plan and monitor the installation of network infrastructure equipment including switches, routers, wireless, and security appliances at client sites
- i) Assist to monitor and test systems and peripherals, and troubleshoot problems

2.4 Project Management & Monitoring Activities

- a. Contract Monitoring: Project Implementation milestone, Project Infrastructure
- b. Monitoring of Operations and Maintenance
- c. Bidder selected through this RFP is responsible for monitoring of all types of O&M activities at Headquarter i.e. Gandhinagar including O&M of state NOC
- d. 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 towards compliances with the nodal agency for BharatNet project in Government of India, and other statutory authorities for various legal and other compliances.
- e. Preparation of various MIS Reports on daily, weekly, monthly basis
- f. Define the process of verification and vetting of Delivery, Installation, commissioning, UAT and FAT of the various Project components
- g. Electronic verification of Installation, commissioning for UAT and FAT of the various Project components
- h. Conceptualize, design and build the project monitoring unit
- i. Organizing and participation in roadshows, workshops conferences etc., to sale and market the Fibre grid network for monetization
- 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
- l. Preparation of detailed project Road MAP with defining key milestone during the project tenure.
- m. Preparation of documentation and quarterly success stories relating to project progress, milestones and utilization.
- n. Business Communication with different Stake Holders.
- o. Management, supervision, and providing technical advice on telecommunications systems.
- p. Receive feedback, identify user needs and requirements, and mobilize existing technology to meet their criteria.
- q. Documentation of plans, inquiries, activities, and specifications as well as reporting on them
- r. Evaluate system performance levels and improve skills as needed
- s. Purchase of electronic equipment and preparation of budget justifications
- t. Expense management for ongoing telecom expenses
- u. Cooperation with the management to further develop the staff and improve their skill

3) Profile of Consultants

3.1 Sr. Consultant (Infra) /Technical expert - 1 resource

- **Minimum Education Qualification/certification**
 - o BE/B.Tech (EC/IT/Telecom Engineer or equivalent/Computer Science)/MCA with certifications like CCIE (Cisco)/CCNP (Cisco)/JNCIE- ENT (Juniper)/Network+(CompTIA)/WCNA(Wireshark) or equivalent
- **Minimum Experience and Skill Level requirement**
 - o Total Experience: Minimum 10 Years
 - o Relevant Experience: Minimum 10+ Years of Experience in Network Consulting or worked as a network architect, system administrator, security specialist or a related work specialist in the Telecom Industry.
 - o Extensive knowledge of network technologies and architecture.
 - o In-depth knowledge of network security.
 - o Advanced analytical and problem-solving skills.
 - o Availability to provide network support outside of business hours.
 - o Experience in Strategy, planning, designing, network monitoring, delivery, and operation handling of enterprise clients & handling of cluster-level L2 and L3 network
 - o Networking with focus in Telco, Enterprise and Datacentre technologies.
 - o Strong practical knowledge of TCP/IP, routing and switching protocols such as GPON, Routing, Switching, Security, SDN, SD-WAN, IP- MPLS

3.2 Sr. Consultant (Commercial operation and Business Development) – 1 resource

- **Minimum Education Qualification/certification**
 - o BE/B.Tech (EC/IT/Telecom Engineer/Computer Science or equivalent)/MCA with MBA in Marketing/ Finance/ Operations
- **Minimum Experience and Skill Level requirement**
 - o Total Experience: Minimum 10 Years
 - o Relevant Experience: 7 years
 - o Experience with all telecommunications systems, including peripheral devices (e.g. computer networks, fiber optics, on-site controls, data modems, connections, etc.)
 - o Adequate interpersonal and organizational. Skills.
 - o Project management and problem-solving skills.
 - o Require a high standard of commercial acumen and the ability to demonstrate a strategic perspective, designing modifications and influence challenging stakeholders.
 - o Ability to demonstrate operational intensity and cross function collaboration skills to ensure timely response
 - o Good understanding of typical sales process, Creating/Tracking pipeline, account strategies is added advantage.
 - o Understanding of business requirements and know how to map technology.
 - o Experience in working with Cross- functional teams and to be able to work in a growing organization.
 - o Finalizing purchase details of orders and deliveries through GOG Guidelines.
 - o Record of Tracking and reporting key functional metrics to reduce expenses and improve effectiveness.
 - o Performed risk management for supply contracts and agreements.

3.3 Sr. Consultant (Tendering, Procurement, MIS and Business communication) – 1 resource

- **Minimum Education Qualification/certification**
 - o BE/B.Tech (EC/IT/TelecomEngineer/Computer Science or equivalent)/MCA

- **Minimum Experience and Skill Level requirement**

- o Total Experience: Minimum 10 Years
- o Relevant Experience: Minimum 7 Years in IT/ITeS/Telecom Consulting (Bid Process Management)
- o Practical experience with all telecommunications systems, networking technology including peripheral devices (e.g. computer networks, fiber optics, on-site controls, data modems, connections, etc.)
- o Working knowledge in telecommunications, cable/conduit routing, equipment rack layouts, floor plans, and datacentre projects strongly preferred.
- o Project management and problem-solving skills
- o Team player with customer service orientation.
- o Ability to demonstrate operational intensity and cross function collaboration skills to ensure timely response.
- o Excellent interpersonal and communication skills.
- o Should have an eye for detail in crafting/reviewing of RFP responses and proposals.
- o The resources should be deployed onsite at GFGNL.
- o The resources should be available as per the GFGNL working day's office timing.
- o The resources shall be allowed to take 24 leaves per calendar year with prior notification to GFGNL

The selected agency shall provide and deploy dedicated on site manpower for the duration as defined above for carrying out the work, only those 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.

The above resources 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.

The Bidder is not allowed to replace those resources whose profile has been submitted at the time of bidding process/Technical Presentation for at-least 1 year from date of issuance of Work Order/deployment. 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. For replacement, for every position, a panel consisting 3 times the number of positions shall be submitted. The GFGNL has a right to reject entire panel and seek substitute panel in the same 3 times proportion. If bidder is planning to replace any resource, he is required to intimate GFGNL at least two months in advance along with panel of likely replacement candidate to choose the substitution from the panel else penalties and pro-rata deduction in the quarterly fees will be made. We encourage the successful bidder to have a preapproved backup of resources for substitution for each of the team member.

In exceptional cases, the tenderer may allow longer period of absence without penalty, provided prior approval is obtained.

During Project tenure, bidder may take a help of its available resources/experts in its organization for various subject matter works like legal vetting, Finance, pricing table preparation etc., without any additional cost to the tenderer, in addition to the minimum onsite resources asked above.

Note: In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in GeM, then RFP shall override the clauses/conditions mentioned on GeM. For any clarification in details, kindly follow the RFP.

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 perDay b) Up to 12 hours stay - Rs. 700 Per Day
3.	Travel outside Gujarat	Outside Gujarat	Air fare (Economy class) or 2nd 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, pricing table preparation etc., and other terms and conditions clauses, the selected agency can, in addition to the onsite resources take support from other experts in its organization.

4. Eligibility Criteria

S/N	Eligibility Criteria	Attachments
1	Bidder should be a Company registered under Companies Registration act 1956/2013 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have presence in India for last 5 years	Copy of the certificate of registration of firm should be enclosed.
2	Bidder should have average annual turnover of Rs. 100 crores during last 3 audited financial years(2019-20, 2020-21, 2021-22) from Consultancy Service. In case bidder is not able to provide Provisional audited report of FY 2021-22 with CA certificate, turnover of 2018-19, 2019-20, 2020-21 will be accepted.	Copy of the last three years audited financial statements Audited Balance Sheet and CA Certificate.
3	The Bidder should have successfully executed, at least 5 projects of consultancy in India for at least 3 Years as on date of submission of bid having a value more than 1 Crore.	Work Orders / Client Certificates confirming year and area of activity and copy of Certificate of Incorporation.
4	The bidder should have more than 100 number of professional on its payroll	Certificate from HR
5	The Bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment	Please attach the copy of any one of the following: Property tax bill / Electricity Bill / Telephone Bill / VAT / GST Registration / Lease agreement.
6	Bidder should not be blacklisted/debarred by any Ministry of Government of India or by Government of any State in India or by any central/state Government Body's/PSUs at the time of bidding.	Self- Declaration Certificate/affidavit
7	Bidder from a country which shares a land border with India will be eligible to bid in this tender only if they are registered with Competent Authority as per OM No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Gol.	Self-certification from bidder/Lead Bidder and consortium partner separately
8	No Consortium will be allowed.	Self-declaration

Note: In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in GeM, then RFP shall override the clauses/conditions mentioned on GeM.

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 an equipment supplier under the BharatNet Project in the state of Gujarat.

5. Methodology of Selection

5.1 BID EVALUATION PROCESS

The TENDERER will form a Committee, which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.

(A) Pre-Qualification evaluation:

Bidders who have submitted the valid EMD and other eligibility documents shall be considered for further evaluation. If bidders fail to submit the bid security other eligibility documents as per this RFP document, the Bid shall be out rightly rejected.

(B) Technical Bid Evaluation:

The technical bids of the bidders who comply with the eligibility criteria mentioned in this RFP will be invited for personal interview at a date, time and location notified by the TENDERER. The purpose of such presentations would be to allow the bidders to present their Approach & Methodology and the key points in their proposals.

S/N	Criteria	Max. Marks
1.	The Bidder should have full time professionals on its payroll as on bid issuance date. <ul style="list-style-type: none">100 to 250 professionals = 2 marks251 to 500 Professionals = 3 marksMore than 500 Professionals = 6 marks	6
2.	The Bidder should have demonstrable experience of designing/consultancy/advisory service for at least 5 such projects. <ul style="list-style-type: none">5 Project: 2 marks6-8 Projects: 4 marks9-10 Projects: 6 marks	6
3.	The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service. <ul style="list-style-type: none">Turnover 100 Cr to 250 Cr.: 2 marksTurnover More than 250 Cr to 500 Cr :3 marksMore than 500 Cr: 5 marks	6
4.	The bidder should have office in Gujarat = 2 marks No office in Gujarat = 0 marks	2
5.	Personnel interview of proposed manpower w.r.t experience and the job responsibility	50
6.	Approach and Methodology (Presentation) of the firm <ul style="list-style-type: none">Understanding of the objectives of the assignmentPlan of execution of the said scopeLikely challenges to be encountered, mitigation proposed, client preferences, learningsStrategy for RFP, Contract Management, Project Implementation etc. for Fiber Laying.Strategy and approach for monetization of the assets.	30
	Total Marks	100

Note: Minimum absolute technical score to qualify for commercial evaluation is 60 marks out of total 100 marks.

5.2) Final Bid Evaluation:

A) 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) = $Tb/Tmax * 100$

B) 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

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) = $100 \times Fmin / Fb$

C) Final Evaluation of Bid

Proposals will be ranked according to their combined technical (Tn) and financial (Fn) scores using the weights (**T = 0.7 the weight given to the Technical Proposal; P = 0.3 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) = $Tn \times T + Fn \times P$

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.

6. AWARD OF CONTRACT

1. Award Criteria: The Criteria for selection will be the bidder achieving the highest combined technical and financial score, will be invited for negotiations under each item/head offered by Bidder.
2. THE TENDERER right to vary requirements at time of award: GoG reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
3. In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to borne the difference between lowest prices and next lowest prices.

Note: In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in GeM, then RFP shall override the clauses/conditions mentioned on GeM. For any clarification in details, kindly follow the RFP.

7. SERVICE LEVEL AGREEMENT & PENALTIES

7.1 Activity Timelines & Penalty

S/N	Activity	Target	Penalty for Delay
1	T= Signing of Agreement	Within 21 calendar days from issuance of LOI / Award of Contract	Delay Beyond 4 weeks or successful bidder not signing the contract agreement, TENDERER may terminate the contract and Forfeit the PBG.
2	Deployment of Resources	T1 = T + 4week	- Rs 20,000/week delay or part thereof - In case of failure in deployment of the proposed Manpower for 45 days from date of Work Order, TENDERER may terminate the contract and forfeit the PBG.

7.2 Payment:

- The payments to the successful bidder will be made **Quarterly** on acceptance of the invoice by the TENDERER or its designated agency.
- The successful bidder shall submit original copies of invoices along with the necessary supporting documents as may be required by the TENDERER for processing of invoices. Invoice should be raised in English language only.
- The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by the TENDERER or its designated agency.
- Payment shall be made in Indian Rupees. While making payment, necessary TDS, income tax and any other applicable tax, if any, shall be deducted.

7.3 Manpower Availability

Monthly invoice payment will be evaluated based on actual available resource in the month using following formulae.

Monthly Payment = Monthly Payment Value x Actual Man-days available in the Month/Total Man-days in the Month

- Total Man days will be calculated as per the Min. availability.
- Monthly Payment value to be derived from the quoted rates

Over and above following penalty will also be levied

a. Non-availability of resource: Rs. 10,000/ Person per Day

- Penalty for Non-performance in required Service Levels/ Standards** Any failure to deliver the required services due to reasons solely attributable to the Bidder, such as non-adhering to timelines, violation State/Central Guidelines, shall be bound to the penalty/decision, if any, with a maximum cap of Rs. 50,000/- per such incidence.
- Non – Availability of a resource for 07 Working days without any prior notice and without any suitable arrangement in 02 (Two) consecutive quarters may lead to **termination of Contract**.
- Any delay/ non-performance, not attributable to the selected bidder, shall not be considered while computing adherence to service levels but the selected bidder shall submit sufficient records/ documents that the delay/ non-performance is not on bidder's part.

Note: The penalties, if any, will be recovered against the payment invoice submitted by the selected agency.

7.4 Replacement of resources:

In order to maintain continuity, the bidder is not allowed to replace those resources whose profile has been submitted at the time of bidding process/Technical Presentation for at-least 1 year from date of issuance of Work Order/deployment. Replacement before 1-year is allowed only in case resource left organization after submitting resignation to organization and an intimation from the HR team of the selected agency In case resources are replaced with new resources, penalties will apply.

- 1st replacement – Rs. 50,000
- 2nd – 3rd replacement – Rs. 1,00,000 per replacement
- 4th – 6th replacement – Rs. 2,00,000 per replacement

8. FINANCIAL BID

Sr. No	Description	No. of Resources	Consulting Charges per month, With GST (in Rs.)	Duration of contract (in months)	Total charges for 36 months (Rs.)
		A	B	C	D = A*B*C
1	Sr. Consultant (Infra)/Team Leader/ Technical expert	1		36	
2	Sr. Consultant (Commercial operation)	1		36	
3	Sr. Consultant (Business Development, Tendering and Procurement)	1		36	
Total Contract value (in Rs.)					

Note:

- Initial contract period will be for 36 months. However, the contract will be extended for the period of another 24 months, subject to performance of the consultant.
- Further, the bidder is required to provide the additional resources at the finalized rates of the particular profile as asked in the bid, if required.

ON LETTERHEAD OF BIDDER

Undertaking as per guidelines published by Ministry of Finance, Dept. of Expenditure, Public Procurement division dated 23.07.2020

Mr. undersigned authorized representative of M/s <<Name of Bidder>> has read clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that <<Name of Bidder>> is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that <<Name of Bidder>> fulfils all requirements in this regard and eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached.]

If given information is found to be false, this would be ground for immediate termination and further legal action in accordance with law.

(Signature)

Authorized representative of <<Name of Bidder>>

Note: In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in GeM, then RFP shall override the clauses/conditions mentioned on GeM. For any clarification in details, kindly follow the RFP.

10. Additional Terms and Condition:

10.1 Confidentiality: It is the consultant's responsibility to ensure any information it possess relating to GFGNL that is not available in the public domain be treated with the utmost confidential at discretion. Where the consultant feels the need to disclose confidential information to a third party, it is their responsibility to ensure that it does so with the explicit permission of GFGNL.

10.2 Intellectual Property Rights Intellectual Property Rights for any new development made as part of this consultancy service shall lie with GFGNL. Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. If a third party claims that a product / services delivered by the selected consultant to GFGNL infringes that party's patent or copyright, the selected consultant shall defend GFGNL against that claim at his expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement. GFGNL notifies the selected consultant in writing of the claim.

10.3 Conflict of Interest, disclosure of Interests and Links:

Selected Consultant is expected to exercise due diligence to make the Government promptly aware about any possible scenario of conflict of interest.

10.4 FORCE MAJEURE

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 of 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 its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

- 1.1 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:
- 1.2 Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
- 1.3 Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- 1.4 Explosion or chemical contamination (other than resulting from an act of war);
- 1.5 Epidemic such as plague;
- 1.6 Any event or circumstance of a nature analogous to any of the foregoing.
- 1.7 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:
- 1.8 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;

- 1.9 Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
- 1.10 Implementation of Model code of conduct banning issuance of new tenders
- 1.11 Any event or circumstance of a nature analogous to any of the foregoing.
- 1.12 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:
- 1.13 Unavailability, late delivery
- 1.14 Delay in the performance of any contractor, sub-contractors or their agents;
- 1.15 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.

10.5 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.

10.6 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.

10.7 USE OF AGREEMENT DOCUMENTS AND INFORMATION

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.

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.

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.

10.8 REPRESENTATIONS AND WARRANTIES

REPRESENTATIONS AND WARRANTIES BY THE SUCCESSFUL BIDDER

- a. 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.
- b. 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.

- c. 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.
- d. 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.

10.9 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.

10.10 RESOLUTION OF DISPUTES

- a. 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.
- b. 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.
- c. The place of the arbitration shall be Gandhinagar, Gujarat.
- d. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- e. The proceedings of arbitration shall be in English language.
- f. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- g. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

10.11 TAXES & DUTIES

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

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2023, Between _____ (Name of purchaser) of _____ (Country of Purchaser) hereinafter "the Purchaser" of the one part and (Name of Supplier) of (City and Country of Supplier) hereinafter called "the Supplier" of _____ the other part: WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ Contract Price in Words and Figures) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price." NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser's Notification of Award – GeM Contract number _____ dated.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE: including GST

DELIVERY SCHEDULE: Attached herewith

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the Said _____ (For the Purchaser) in the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

in the presence of _____.