

# Request for Proposal (RFP) for Selection of Business Partner for FTTH/FTTX broadband connections using BharatNet Phase – II Network

Reference No: GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization

16<sup>th</sup> June 2023



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

A Government of Gujarat Company

Regi. office: Block No: 1, 8th Floor, Udyog Bhavan, Sector-11, Gandhinagar-382010

Head office: Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar-382010

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## A. Invitation to Bid

- a. Gujarat Fibre Grid Network Limited (GFGNL) is inviting bids from the eligible bidders for **“Request for Proposal (RFP) for Selection of Business Partners for FTTH/FTTX broadband connections using BharatNet Phase – II Network (Reference No: GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization)”**. GFGNL intends to select the agency by inviting the proposals through open tender process. Bids complete in all respects should be uploaded on or before the bid due date mentioned in the RFP document.
- b. The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to be submitted to GFGNL office before the last date & time of submission of bids as mentioned in the RFP document.
- c. Tender documents are available only in electronic format which Bidders can download free of cost from the website <https://www.dst.gujarat.gov.in>, <https://bharatnet.gujarat.gov.in>, <https://gil.gujarat.gov.in/>, <https://www.gfgnl.nprocure.com>
- d. The bids have been invited through the e-tendering route i.e. the eligibility criteria, technical bid document and financial stages shall be submitted online on the website <https://www.gfgnl.nprocure.com>
- e. Bidders who wish to participate in this bid will have to register online. Bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic bids.
- f. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- g. In case of any clarifications are required, please email your queries as per the format prescribed in the [jte-ho7@bharatnet.gujarat.gov.in](mailto:jte-ho7@bharatnet.gujarat.gov.in) & [pmc@bharatnet.gujarat.gov.in](mailto:pmc@bharatnet.gujarat.gov.in), [pmc3@bharatnet.gujarat.gov.in](mailto:pmc3@bharatnet.gujarat.gov.in) on or before the date mentioned in the RFP document.
- h. Accessibility of Tender Document: The Tender Document to participate in e-Tender shall be available for downloading from <https://bharatnet.gujarat.gov.in> or <https://gfgnl.nprocure.com>. The Tender document shall not be available for download on or after its submission/ closing date as mentioned in the RFP document.

## B. Notice Inviting Proposal and Necessary Instruction

Subject: Request for Proposal (RFP) for Selection of Business Partners for FTTH/FTTX broadband connections using BharatNet Phase – II Network

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

1.	Tender Inviting Agency	Gujarat Fibre Grid Network Limited
2.	Tender submission Cost	Rs. 15,000 /- (Rs. Fifteen Thousand Only) In the form of Demand Draft in favor of “Gujarat Fibre Grid Network Limited” drawn on any scheduled bank and payable at Ahmedabad/Gandhinagar.
3.	RFP reference No. and date	GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization
4.	Tender Name/Scope of Work	FTTH/FTTX broadband internet services delivery using GFGNL network
5.	EMD (bid Security / Security deposit)	Rs. 5,00,000 /- (Rs.) Demand Draft in favor of “Gujarat Fibre Grid Network Limited” drawn on any scheduled bank and payable at Ahmedabad/Gandhinagar OR EMD in the form of bank guarantee with validity of 180 days from the last date of bid submission in favor of “Gujarat Fibre Grid Network Limited “from <ul style="list-style-type: none"><li>• All Nationalized banks including the Public sector banks - IDBI Ltd.</li><li>• Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank</li></ul>
6.	Office issuing RFP	Chief Finance Officer (CFO), Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010.
7.	Contract Period	5 years from the date of issue of WO which can be extended further for next 2 years.

8.	Bid validity days	180 days from the last date of submission
9.	Issue of Tender	The tender can be downloaded from below websites. <a href="https://www.dst.gujarat.gov.in">https://www.dst.gujarat.gov.in</a> , <a href="https://gil.gujarat.gov.in/">https://gil.gujarat.gov.in/</a> , <a href="https://bharatnet.gujarat.gov.in">https://bharatnet.gujarat.gov.in</a> , <a href="https://www.gfgnl.nprocure.com">https://www.gfgnl.nprocure.com</a>
10.	Pre-Bid	Pre-bid will be held on 27.06.2023 at 03:00 pm at Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010
11.	Proposal due date (last date & time of Tender submission)	Tender should be submitted before 11.07.2023 at 02:00 pm. Bidder shall upload their bids on <a href="https://www.gfgnl.nprocure.com">https://www.gfgnl.nprocure.com</a>
12.	Date & Time of opening of Tender	Technical Qualification documents will be opened on 11.07.2023 at 03:00 pm in the presence of bidders' representatives. Qualified bidders would be subsequently informed later about the date, time and venue for price bid opening.
13.	Contact persons (for any Clarifications)	GM, Commercial, Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010

### C. Clarifications on the RFP

A prospective bidder requiring any clarification on the RFP Document may submit its queries, via email only, to [jte-ho7@bharatnet.gujarat.gov.in](mailto:jte-ho7@bharatnet.gujarat.gov.in), [pmc@bharatnet.gujarat.gov.in](mailto:pmc@bharatnet.gujarat.gov.in) & [pmc3@bharatnet.gujarat.gov.in](mailto:pmc3@bharatnet.gujarat.gov.in) on or before the last date of sending queries as mentioned in the RFP document. GFGNL will host a Pre-Bid meeting as mentioned for queries (if any) by prospective bidders. GFGNL encourages prospective bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. The representatives of the bidders may visit the GFGNL office at their own cost for any clarification(s). The queries should necessarily be submitted before bid submission date in the following softcopy format and **should be in Microsoft Excel only** (.xls or .xlsx formats):

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

**(No PDF or Scanned images)**

[Signature of the bidder]

Queries submitted post the above-mentioned deadline, or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the website mentioned in the necessary instructions and shall not be communicated through print media.

#### **D. Proposal/Bid Submission & Evaluation**

a) Proposal preparation:

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

b) Proposal Submission:

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

c) Proposal Evaluation:

- i. The evaluation of the bid will be considered of only those bidders who
  - have furnished bid fee and security deposit of prescribed amount as per the tender
  - meet the eligibility criteria as mentioned in the RFP document and have furnished documentary proof in respect of the same
- ii. The bids of the non-conforming bidders to above shall be rejected without evaluation.
- iii. The proposal shall be evaluated in three (3) stages. In Stage – 1, EMD & DD shall be verified. Bidders whose EMD & DD are valid will be considered for Stage – 2. In Stage – 2, technical documents will be verified. Only those bidders who will be qualified in Stage – 1 & 2 will be eligible for Stage – 3 for Technical evaluation presentation ,Those who will be qualify on stage-3 they will be eligible for stage-4 i.e. Financial evaluations.
- iv. The evaluation of proposals shall be on the principle of the highest Bid (L1) based on quoted rates as per the financials submitted as part of the bid.
- v. Agency/Bidder is required to furnish the commercial quote as mentioned under financial bid format. Revelation of commercial details elsewhere in the bid documents other than the specified price bid format shall lead to disqualification of the bid.
- vi. GFGNL reserves the right to discard bids which are deviating from the specified formats mentioned in the RFP.

**E. Sections Comprising Bids**

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

**Part – I : Bid Security**

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

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

- a. Bid document checklist (Annexure – I)
- b. Bid submission Cover Letter (Annexure – II)
- c. Bidder’s information sheet (Annexure – III)
- d. Copy of valid GST registration
- e. Copy of valid PAN card

- f. Undertaking by the bidder for not being barred by any State/ Central Government/PSU (Annexure – VI)
- g. Response to Eligibility criteria: All required documents for compliance as mentioned in section of “Eligibility Criteria”.

**Part – III : Financial Bid :**

- a. Financial Bid (Annexure – VII)

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

**F. Naming Convention for files**

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

- Eligibility\_Criteria\_Copy\_of\_Certification\_of\_Incorporation
- Eligibility\_Criteria\_PAN\_Card
- Eligibility\_Criteria\_GST Registration
- Eligibility\_Criteria\_Financial\_Statement\_Turnover
- Eligibility\_Criteria\_Financial\_Statement\_Networth
- Eligibility\_Criteria\_Shelter OEM \_PO Copy
- Eligibility\_Criteria\_Shelter OEM \_ Undertaking Letter
- Eligibility\_Criteria\_Self\_Declaration\_Blacklisting

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

For example:

- Anx\_I\_CoverLetter
- Anx\_II\_Bidder Information Sheet

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

- Anx\_I\_CoverLetter\_Part\_1
- Anx\_I\_CoverLetter\_Part\_2

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

## 1. Introduction

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

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

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

use of GFGNL's Network.

- 1.4. To increase utilization of 35,264 Km of OFC network laid, GFGNL requires selected bidder / business partner who will be responsible to deploy last mile network equipment & CPEs, configuration and integration with existing network, operation, maintenance and support related to customers including detailed SoW mentioned in clause – 2 (Scope of Work (SoW) for the bidder).
- 1.5. The agreement with selected bidder shall be valid for 5 years from the date of issue of WO which can be extended further for next 2 years with mutual consent of GFGNL & selected bidder.
- 1.6. There are ~8000 GP locations covered under BharatNet Phase – II.
- 1.7. Selected bidders will have a scope to on-board any enterprise customer, retail customer, household, any institutions like private school, college etc.

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

- 2.1. Bidder will be allowed to insert its bandwidth(ILL) at Central / District/Block/OLT level equipment of GFGNL.ILL will be extended till the required location using GFGNL network, ILL insertion point to be decided based on network feasibility.
- 2.2. Bidder may insert bandwidth in tree topology and GFGNL may allow resources(bandwidth/capacity) based on available feasibility and capacity after serving services of GFGNL own network core services.
- 2.3. From OLT to its child GP, bidder will be allowed to use a single dark fiber free of cost.
- 2.4. For the case, where Bidder wants to insert new miniOLT, GFGNL will allow maximum 4U space and 500 W DC power free of cost or based on availability after serving services of GFGNL own network core services.
- 2.5. Bidder will be free to implement last mile connectivity on wireline as well as wireless media as per field feasibility and viability.
- 2.6. Provisioning of backhaul internet bandwidth required to provide services to the end customers is in the scope of selected bidder. Configuration of bandwidth policy including but not limited to bandwidth upgradation/degradation for each customer & provisioning of online portal (for ex.: MRTG tool) to monitor bandwidth consumption / data traffic for each circuit / customer link are in the scope of selected bidder.
- 2.7. Selected bidder will have to comply to all the rules & regulations of DoT / TRAI / GoI / WPC / SACFA / any other statutory body and Services provided to the customers shall be subject to Indian Telegraph Act 1885 and DoT / TRAI directions
- 2.8. Regular Software / firmware upgradation of the last mile networking components such as routers, switches, (P2P /P2MP) radios, Mini OLTs, Media Converters etc. installed by the

- bidder for smooth functioning of the Network & customer link without any further cost to GFGNL.
- 2.9. Selected bidder will provide the details of GFGNL's PoP location / OLT / GP locations where bandwidth will be injected in to the GFGNL's Network & taken out of the GFGNL's Network for customer connectivity. Bidder will have to provide necessary technical information like type of equipment port required to establish connectivity with GFGNL Network, bandwidth to be configured, VLAN (if any) etc. to GFGNL for circuit provisioning in GFGNL's Network.
- 2.10. Selected bidder will provide the details of the space & power required at GFGNL's PoP/OLT / GP location for installation of equipment (if any) and also clearly mention the type of cable to be laid in GFGNL's PoP/OLT / GP location premise to facilitate energizing the last mile equipment at OLT / ONT locations under the scope of this RFP.
- 2.11. GFGNL may allow to install equipment at OLT/GP locations as per field feasibility. Maintenance and security of installed equipment will be the scope of bidder. GFGNL will not be liable for theft, damage or fault of equipment installed by bidder. It is known that power fluctuation or power outage may be observed in rural areas, for the same bidder has to manage UPS or stabilizer for their equipment and also ensure safety precautions or insurance as the case may be.
- 2.12. The bidder has to ensure not to damage any of the GFGNL assets/resources (active/passive). In case any damage is done to the existing assets/resources GFGNL will have all the rights to recover from the payables/SD/PBG of the selected bidder.
- 2.13. The bidder shall carry out repairs in such cases for restoration of the damaged cable/utilities free of charge. The cost of the jointing kit shall also be borne by the bidder. If bidder fails to repair the damage, the cost of repair (including cost of labor + Jointing kit and other materials) shall be recovered from the bidder.
- 2.14. Bidder will be free to sell its product available in its Product portfolio within the permissibility of the valid Telecom license available with the bidder & guidelines issued by DoT / TRAI. The selected bidder will have to submit the details of all the products in their portfolio and all types of applicable rates to be charged to customers. Product rates must be within the upper limit as prescribed by DoT. Selected bidder will have to offer basic Nargik Suvidha Plans of Rs. 399 /Per month for 20 Mbps speed with unlimited downloading. Any better plans with more benefits to customer will be allowed to sell after joint discussion and consent with GFGNL. Downward revision of the rates will be allowed. Every year rates will be reviewed as per market eco system.
- 2.15. Bidder will be free to on-board any enterprise customers wherein bidder will have to mandatorily share a fixed share of 25% of the revenue while bidder will have to share revenue for any retail customers as per the % quoted in financial bid in this RFP.
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- 2.16. Sales & marketing activities to on-board the customer will be in bidder's scope.
- 2.17. Bidder will be solely responsible for all commercial functions of bill issue to & payment collection from the customer for the Telecom services provided to the customers.
- 2.18. Bidder will have to fulfill all the RoW / permission related formalities of all the Government departments for the implementation of last mile connectivity including preparing & submitting RoW / permission applications, Liaison & follow up, submitting the payment to department's offices, receipt of permission letter from department's offices etc.
- 2.19. Maintenance of last mile deployed network will be scope of bidder up to satisfaction level of customer.
- 2.20. Bidder has to check the feasibility of space and power before installation of any equipment at SDC/Shelter/GP.
- 2.21. Sufficient field Resource deployment for 1 lakh FTTH/FTTX connectivity target to achieve within a 1 year using BharatNet Phase II network in Gujarat.
- 2.22. Quarterly revenue generation statement submission with a number of customer connectivity needs to publish by the bidder every first 15 days of quarter start and revenue sharing portion deposition to GFGNL account through digital transaction only.
- 2.23. Deployment of reliable software to monitor customer base, revenue stream (reliable monitoring and additional comment), and GFGNL revenue share. Access of software to be supplied to GFGNL officials. Successful bidder's BSS is to be integrated with GFGNL's ERP through APIs for exchanging details like customer database with name, location details, address, data package, paid amount, overdue amount, GFGNL's share etc. Selected bidder has to support on this to GFGNL with providing all necessary resources.
- 2.24. Bidder has to coordinate and arrange with all stakeholders for power, earthing ,billing process, sub-meter for electrical connection, and other required resources
- 2.25. Bidder has to ensure to submit all KYC documents especially, Adhar cards and recent(maximum last two month) electricity bill of registered customers

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

- 3.1. To build / extend the OFC Network up to Gram Panchayat. List of service ready Gram Panchayats will be shared with the selected bidder on a routine basis. As on date, GFGNL has already lit up >99.8% GPs of original scope of Ph-II region.
- 3.2. To implement & maintain BharatNet Phase II Network up to Gram Panchayat.
- 3.3. GFGNL may support (if required) at Gram Panchayat (GP) wherever possible for the last mile equipment to be installed by the selected bidder. GFGNL will provide DC power, earthing & Air conditioning (AC) at OLT /GFGNL Shelter location (if required by the bidder

for installation of any equipment). GFGNL may also provide space and power at OLT /GFGNL Shelter location to selected bidder based on availability and feasibility.

- 3.4. GFGNL will commission L2 P2P / P2MP circuits as requested by the selected bidder for all feasible cases upon receipt of the required technical information from the selected bidder. GFGNL will provide electrical ethernet port (10/100/1000Mbps) on L2 switch at all GP locations. Or GFGNL will provide only dark fiber in between OLT to its child GP (clause number:2.3)
- 3.5. GFGNL will support administratively to the selected bidder to get RoW permission from respective Government departments in case of delay beyond 30 days by centrally coordinating with the departments at state level. RoW charges to be born by a selected bidder if any.
- 3.6. At GP level maximum and single switch ethernet port(10/100/1000Mbps) usage will be allowed.
- 3.7. OLT to its child GP maximum single fibre under this bid will be allowed use free of cost.
- 3.8. GFGNL OSS /BSS integration and uses is permitted.
- 3.9. Yearly review and revision of offered data plans to citizens.
- 3.10. GFGNL will be responsible for BharatNet Phase II active and passive infrastructure O&M and SLA achievement. No deductions or no relaxation in revenue sharing will be applicable to selected bidder for non-achievement of SLAs by GFGNL for BharatNet Phase – II network.
- 3.11. GFGNL will extend administrative support for GR with state agencies for ROW using BharatNet for providing FTTH/FTTX connectivity.
- 3.12. If any bottleneck in GFGNL network, GFGNL will review and plan for upgradation based on the availability of resources to support revenue share partner

#### 4. Eligibility Criteria

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

Sr. No.	Criteria	Documents Required
1	The Bidder Should have Class A /Class B ISP license issued from DoT/TRAI as on bid submission date.	Copy of Class A /Class B ISP License issued by DoT/TRAI.
2	The Bidder shall be registered in India under Companies Act 1956 or 2013 at least for 5 years as on 31/03/2023	Certificate of Incorporation
3	The Bidder's Average Annual Turnover shall be >= Rs. 20 Crores & Net worth of Rs. 2 Crores during last 3 years. (Purely from Telecom Services /ISP Business)	Copy of the last three years (i.e. 2019-20,2020-21, & 2021-22) audited financial statements /Audited Balance Sheet along with CA Certified Statement.
4	The bidder organization must be profitable from consecutive last 3 years	P&L sheets of last three years.
5	The Bidder must have minimum 20,000 Active Internet Users on their Own brand name	Self-certification on bidder's letter head and copy of last 2 quarters report submitted to Licensor (DoT) mentioning below 2 points. <ul style="list-style-type: none"><li>• The details of ISP nodes or points of presence with their locations and number of broadband/ leased/ dialup subscriber.</li><li>• The volume of Internet Telephony traffic flowing through bidder's network.</li></ul>
6	In case bidder does not have office in Gujarat, bidder should give an undertaking to open an office in Gujarat within 45 days from the date of award of work order.	Copies of any two i.e. Property Tax /Electricity /Telephone Bill/ GST Registration/ Lease agreement OR Undertaking to open Office in Gujarat, if selected within 45 days.

Sr. No.	Criteria	Documents Required
7	The Bidder should not have been blacklisted / banned / barred / declared ineligible / declared having dissatisfactory performance by any government / quasi-government authority in India for supply of materials/ carrying out Operations and maintenance work of similar nature	An undertaking by an authorized signatory of the company needs to be submitted in this regard
8	The Bidder should have total 50+ technical and sales team working for bidder directly or indirectly.	Self-certification by the bidder's HR head on bidder's letter head
10	The bidder is preferred to have ISO certification 27001:2022 for Information Security Management Systems ISO 9001:2015 for quality of service and information security.	Copy of certificates.
11	Bidder and OEMs of proposed solution from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per OM No. 6/18/2019-PPD dated 23 <sup>rd</sup> July 2020 issued by Department of Expenditure, Gol	Self-certification from bidder and OEMs on Non-Judicial stamp of Rs. 300/- in the prescribed format (Annexure – IX), separately.

## 5. Technical Evaluation Criteria

The TENDERER-GFGNL will form a committee, who 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.

S/N	Criteria	Max. Marks
1	The Bidder should have demonstrable experience of planning /service delivery and O&M of customer base as per eligibility criteria point 5 a) Between 20,000- 25,000 Customer base: 10 marks b) >25,000 – 30,000 Customers: 15 marks c) >30,000 Customers: 20 marks	20
2	The Bidder should have average turnover of Rs. 20 crores during last 3 audited financial years (2019-20, 2020-21,2021-22) from Network Service Planning and Delivery. a) 20 Cr to 25 Cr.: 10 marks b) >25 Cr to 30 Cr: 15 marks c) >30 Cr: 20 marks	20
3	The bidder should have more than 30 number of professional on its payroll  0-30 professionals = 10 Marks  30-50 professional = 15 Marks  > 50 Professionals = 20 Marks	20
4	Approach and Methodology (Presentation) of the firm a) Understanding of the SoW : 10 Marks b) Strategy on Plan of execution of the said scope within timeline : 15 Marks c) Likely challenges to be encountered, mitigation proposed, client references, network uptime manageability : 15 Marks	40
	Total Marks	100

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

## **6. Revenue sharing , payment to GFGNL and other conditions**

6.1 Selected bidder will have to choose any one option from below mentioned 1 type of revenue to GFGNL.

- i) % Share in recurring charges: Selected bidder will have to pay the quoted % of recurring charges earned by them by selling its Telecom services to end customers every month within 15 days.
- ii) Selected bidder will have to pay this amount to GFGNL at the end of every quarter within 15 days' of time period.

6.2 GFGNL may demand for the copies of the monthly bills raised by the selected bidder for their end customer to verify the revenue share amount calculated by the bidder. Selected bidder will have to comply to this requirement as & when required.

6.3 For any enterprise customer, retail customer, household, any institutions like school, college etc. other than Government department's offices & Government schools, selected bidders will have to pay quoted revenue share in recurring charges as per the H1 rates discovered through this RFP.

6.4 3 months' mobilization period will be considered from the date of issue of WO (Work Order) for which no charges will be payable(% Share) to GFGNL. Bidder will mobilize field teams, arrange all required materials, permissions etc.

6.5 At the end of one year all the 22 districts of BharatNet Phase II areas must be covered 100%.

6.6 Once successful bidder covers 50% of the GPs in any district, that district will be considered as complied from coverage perspective.

6.7 Minimum 2 FTTH/FTTX connections / GP to be commissioned by bidder within 1<sup>st</sup> year.

6.8 GFGNL intends to connect 1 lakh FTTH/FTTX connections through BharatNet Phase II network in 1 year.

6.9 Any location which come to GFGNL for broadband connectivity requirement need to be catered, if not connected, justified reason to be produced by partner.

## **7. Service Level Agreement (SLA)**

7.1 GFGNL will provide minimum service / link uptime of 98% on quarterly basis excluding critical power outages, planned downtime or force majeure criteria cases.

7.2 GFGNL has its own NMS (Network Management System) application which will be used to determine the uptime of the service / link as mentioned below.

- 1. As the customer service will be extended beyond GFGNL's PoP installed at GP, therefore GP uptime recorded in GFGNL's NMS will be considered for the calculation of SLA of an individual service.

2. If OLT / DWDM location where bulk bandwidth is injected in to GFGNL Network is down, then all the services / links will be considered as down.
  3. Example: If selected bidder injects bulk bandwidth at OLT – 5 and takes out bandwidth at total 40 GPs, then there will be 40 services / links configured in P2MP scenario with circuit IDs for each link. If GP – 10 goes down for 2 Hrs, then 2 Hrs downtime will be considered for that particluar service / link. If OLT – 5 goes down for 3 Hrs, then 3 Hrs downtime will be considered for all 40 services / links. Overlapping down time period of OLT & GP will be adjusted to avoid duplication of downtime.
- 7.3 For below 98% uptime of any service / link, the payment of recurring charges to GFGNL for the customers pertaining to the respective service / link will be reduced on pro–rate basis as per below.
- Payable quarterly recurring charges to GFGNL = Quarterly charges (as per % share quoted by selected bidder without any deduction) \* % of quarterly uptime.

## **8 Selection criteria & Price bid**

- 8.1 GFGNL intend to on-board 1 preferred partner for all 22 districts and TC/DC locations, covered under BharatNet Phase – II Network for providing FTTH/FTTX connections.
  - 8.2 Selected bidders will pay 1 type of revenues to GFGNL as mentioned in clause –6.1 above & 9.19.1.
  - 8.3 Bidder will have to quote the % of revenue sharing in the price bid that he wants to pay to GFGNL every quarter based on the bills raised for their end customer.
  - 8.4 Bidders will have to quote the % in price bid based on their market assessment & judgment about the likely business available in the market.
  - 8.5 The bidder with highest quoted revenue sharing % (H1) will be selected.
  - 8.6 In case of a tie of H1 value (Revenue sharing quoted %) between more than one bidders, all these respective bidders will be selected for awarding contract, but it will be in discretion of the GFGNL / DST how to divide the no. of GPs between all the selected bidders or allow all the selected bidders to operate in all the GPs.
  - 8.7 In case, there is no tie on the final score (H1 score) & only 1 (one) bidder is selected as H1 bidder and WO will be allotted to bidder for starting of work.
  - 8.8 If H1 bidder fails to achieve the targets given in clause 6.5, 6.6, 6.7 & 6.8, & 9.19 it will be considered as a non-performance of the bidder and GFGNL will have the rights to give the scope of the selected bidder to a next successful bidder either at package / zone / district / block level or OLT/GPs level as per the requirement. GFGNL’s decision will be final in such cases. In this case, H2 bidder will be given a chance to match H1 rate and if bidder agrees, work will be awarded to the H2 bidder. In case of failure of H2 bidder, the same process will continue till Hn bidder (where Hn is the last qualified bidder).
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8.9 The price bid format is as follows.

Sr. No.	Description	Guaranteed % of revenue sharing to GFGNL by the bidder
1	Revenue Sharing %	

## 9. General Terms and Conditions

### 9.1 Agreement

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

### 9.2 Suspension, Revocation or Termination of agreement:

- 9.2.1 GFGNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, GFGNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges shall
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be payable by Business Partner to GFGNL.

9.2.2 GFGNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of Three months issued to the business partner at its registered office, terminate / or suspend this agreement under any of the following circumstances:

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

9.2.3 Business Partner may terminate the agreement, by giving written notice of at least 6 (Six) months to GFGNL in advance. The effective date of surrender of agreement will be 6 (Six) months counted from the date of receipt of such notice by GFGNL or the authority that signed the agreement on behalf of GFGNL.

9.2.4 **Termination for Convenience:** The Tenderer, may, by prior written notice sent to the business partner at least 3 (Three) months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Tenderer's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

9.2.5 Actions pursuant to Termination of Agreement:

Not with standing any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) Neither Party shall represent the Other Party in any of its dealings.
- b) Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.
- c) Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.
- d) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

**9.2.6 Consequences of Termination:**

- a) In the event of termination of this contract due to any cause whatsoever, the contract with stand cancelled effective from the date of termination of this contract.
- b) Where the termination of the Contract is prior to its stipulated term on account of a default / material breach on the part of the selected bidder, nothing herein shall restrict the right of the Tenderer to invoke the Performance Bank Guarantee furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Tenderer under law.

### **9.3 Performance Bank Guarantee**

9.3.1 The successful bidder who is awarded the Work Order shall be required to deposit a Performance bank guarantee (refer to annexure V ) of Rs 24 Lacs in the form of unconditional Bank Guarantee from any scheduled bank in favor of "Gujarat Fibre Grid

Network Limited, Gandhinagar (from all Nationalized banks including the Public sector banks - IDBI Ltd. Or Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank) within 7 days of award of work, covering the period of contract and 180 days beyond the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful agency/bidder. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non-deposit of PBG within the stipulated time shall render the award of work invalid at the discretion of GFGNL.

#### **9.4 Earnest Money Deposit (EMD)**

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

## **9.5 Terms and Conditions of Bidders**

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

## **9.6 Revelation of Prices**

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

## **9.7 Tenderer's Right to Vary Scope of Contract**

9.7.1 Selected bidder(s) will have to accept above mentioned addition in the scope.

9.7.2 The Tenderer reserves the right at any time, by a written order given to the selected bidder(s), to descope any district from the scope of selected bidder(s) if bidder can't complete the task of successful implementation & testing of the connectivity at all the Government department's offices / locations / schools within timeframe as mentioned in clause – 9. Tenderer will issue at least 2 notices to selected bidder(s) before issuing written order giving sufficient chance to bidder to give reasonable justification of delay in implementation. If bidder can't provide reasonable justification even after receipt of 2 notices from GFGNL & GFGNL issues written order to descope any district, than any type of payment (for revenue sharing) made by bidder to GFGNL for the subject district will not be returned by GFGNL to bidder.

## **9.8 Confidentiality**

9.8.1 The Selected Bidder shall not use Confidential Information, the name or the logo of the Tenderer except for the purposes of providing the Service as specified under this RFP;

9.8.2 The Selected Bidder shall not, either during the term or 6 months after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the network architecture, Tenderer's business plan or operations without the prior written consent of the Tenderer.

9.8.3 The Selected Bidder may only disclose Confidential Information in the following circumstances to a member of the Selected Bidder's Team ("Authorized Person") with the prior written consent of the Tenderer if:

- a. the Authorized Person needs the Confidential Information for the performance of obligations under this contract;

- b. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
- 9.8.4 The Selected Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidential agreement with the members of the subcontractors and other service provider's team members to the satisfaction of the Tenderer.
- 9.8.5 The Selected Bidder shall be responsible for any breach of the confidentiality clause by its antecedents or delegates or its subcontractors.
- 9.8.6 The Selected Bidder shall notify the Tenderer promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Tenderer.
- 9.8.7 The Tenderer reserves the right to adopt legal proceedings, civil or criminal, against the Selected Bidder in relation to a dispute arising out of breach of obligation by the Selected Bidder under this clause.

## **9.9 Severance**

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

## **9.10 Compliance of laws**

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

## **9.11 Indemnity**

9.11.1 The Selected Bidder shall indemnify and defend GFGNL and its representatives & employees and hold GFGNL, its representatives, employees harmless from:

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

## **9.12 Arbitration**

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

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adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and shall give reasons for the award. The fee payable to arbitrator shall be paid equally by both the parties.

### **9.13 Clarification**

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

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

### **9.14 Rejection Criteria**

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

#### **General Rejection Criteria**

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

#### **Technical Rejection Criteria**

- a. Technical Bid containing financial details.
- b. Revelation of Prices in any form or by any reason before opening of the Financial Bids.
- c. Failure to furnish all information mentioned in the RFP or submission of a bid not substantially responsive to the RFP in every respect.

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

### **Financial Rejection Criteria**

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

### **9.15 Taxes**

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

### **9.16 Time is of Essence**

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

### **9.17 Publicity**

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

### **9.18 Force Majeure**

- 9.18.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such

eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Tenderer as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

## 9.19 Implementation timeline and penalties

### 9.19.1 Implementation Time Line

Serial Number	Work type	GP	Number of Connections	Time Limit for Execution	Remarks
Target & Time limit for Implementation Partner for each district during implementation period					
1	In first 3 Month:  Minimum Target of New Connections = 2 (Connections) x (GP/8)  of Selected District where GP is Total no. of Gram panchayat	1000	2,000	3Month from the Accepting of contract agreement	T1 = T + 3 Month
2	In next 3 Month, for remaining Gram panchayat other than Target 1  Minimum Target of New Connections = 10 (Connections) x (GP/8)  of Selected District where G is Total no. of Gram panchayat	1000	10,000	3 Month from the T1	T2 = T1 + 3 Month
3	In next 3 Month, for remaining Gram panchayat other than Target 1 &2  Minimum Target of New Connections = 12 (Connections) x (GP/2)  of Selected District where G is Total no. of Gram panchayat	4000	48,000	3 Month from the T2	T3 = T2 + 3 Month

4	<p>In next 3 Month, for remaining Gram panchayat other than Target 1,2 &amp; 3</p> <p>Minimum Target of New Connections = 20 (Connections) x (GP/4)</p> <p>of Selected District where G is Total no. of Gram panchayat</p>	2000	40,000	3 Month from the T3	T4=T3+3 Month
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9.19.2 Above number of connections per GP is indicative and GFGNL intends to connect 1 Lakh customer on GFGNL network. Selected bidder is bound to achieve this, In any case due to less residential areas (populations) or any other geographical challenges selected bidder can enhance their scope in other GP's and achieve 1 lakh target in a year from assigned work order date.

9.19.3 Selected bidder has to provide 1 lakh FTTH/FTTX connections using BharatNet Phase II (GFGNL) network in Gujarat in a period of 1 year.

9.19.4 If bidder fails to achieve the committed target in 1 year, PBG will be forfeit.

9.19.5 100% Districts to be covered in a period of 1 year.

9.19.6 100% Districts covered means 50% of the GPs of particular district have active FTTH/FTTX connections in a period of 1 year.

9.19.7 For penalty for delay in FTTH/FTTX connections GFGNL will take suitable & reasonable decision as decided by competent authorities.

## Annexure – I : Bid Document checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
<b>Qualification Criteria</b>			
1.	Demand Draft as bid processing fee		
2.	EMD as Bid Security (DD/ BG as per Annexure V)		
<b>Technical Qualification</b>			
3.	Cover Letter (Annexure I)		
4.	Bidder's information sheet (Annexure II)		
5.	Enclose copy of Certificate of Incorporation/ Registration Certificate of the firm		
6.	Copy of Certificate from the Statutory auditor/CA clearly specifying the annual turnover for the specified years. (2019-20,2020-21, & 2021-22).		
7.	Copy of ISO 9001:2015 certificate		
8.	Copy of Class A /B ISP License issued by DoT/TRAI.		
9.	PO copy for successful execution of minimum 500 Internet Links for government		
10.	Copy of last 2 quarters report & 3 year's old report submitted to Licensor (DoT)		
11.	Copy of proof of office address		
12.	Acknowledgement/ Copies of Income tax refund (ITR) filed for last three financial years i.e. 2019-20,2020-21, & 2021-22		
13.	Copy of valid GST registration		
14.	Copy of valid PAN card		
15.	Undertaking by the bidder for not being barred by any State/ Central Government/PSU		
16.	Self-certification by the bidder's HR head on bidder's letter head mentioning no. of employees		
17.	Self-certification on bidder's letter head mentioning compliance to sr. no. – 12 of clause – 4 (Eligibility criteria)		
<b>Financial Proposal</b>			
18.	Commercials bid		

## Annexure – II : Cover Letter

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

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

Sir,

I have carefully gone through the Terms & Conditions contained in “Request for Proposal (RFP) for Selection of Business Partners for FTTH/FTTX broadband connections using BharatNet Phase – II Network (Reference No: **GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization**)” and declare that all the provisions mentioned in the RFP document are acceptable to my Company.

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

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

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

Yours Truly,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Seal:

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[Signature of the bidder]

## Annexure – III : Bidder Information Sheet

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

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

Authorized Signatory

Seal of the Company

Name & Designation

Date

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[Signature of the bidder]

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

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

To

Dated:

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

Whereas \_\_\_\_\_ (here in after called "the Bidder") has submitted its bid dated \_\_\_\_\_ in response to the “Request for Proposal (RFP) for Selection of Business Partners for FTTH/FTTX broadband connections using BharatNet Phase – II Network KNOW ALL MEN by these presents that WE \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto the \_\_\_\_\_, Gujarat Fibre Grid Network Limited in the sum of \_\_\_\_\_ for which payment well and truly to be made Gujarat Fibre Grid Network Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

THE CONDITIONS of this obligation are:

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

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

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

This guarantee will remain valid up to 180 days from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the GFGNL and further agrees that the guarantee herein contained shall continue to be enforceable till the GFGNL discharges this guarantee

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[Signature of the bidder]

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

The Bank also agree that the GFGNL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and notwithstanding any security or other guarantee that the GFGNL may have in relation to the BIDDER's liabilities.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &

Its official Address with seal

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

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

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

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

In consideration of the \_\_\_\_\_ having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said agency') from the demand under the terms & conditions of an agreement/ Advance Work Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the **“Request for Proposal (RFP) for Selection of Business Partners for FTTH/FTTX broadband connections using BharatNet Phase – II Network (Reference No: GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization )”** (hereinafter called "the said Contract"), of security deposit for the due fulfilment by the said agency of the terms & conditions contained in the said Contract, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (agency) do hereby undertake to pay to the State/SIA an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by GFGNL by reason of any breach by the said agency of any of the terms & conditions contained in the said Contract.

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

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

We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of \_\_\_\_\_

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

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

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

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

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank:

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers.....

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

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

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

(To be submitted by agency on their letterheads)

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

Sir,

In response to the “Request for Proposal (RFP) for Selection of Business Partners for FTTH/FTTX broadband connections using BharatNet Phase – II Network (Reference No: GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization)” as an Owner / Partner / Director of \_\_\_\_\_, I/We hereby declare that presently our Company / Firm \_\_\_\_\_ have not been barred from participating in any tender / providing services / procurement process or supply of materials by an organization by any department / office / PSU / board or corporation of either Government of India or any state government.

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

Yours Truly,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Seal:

## Annexure – VII : Financial Bid Format

As per section - 8 (Selection criteria & Price bid).

## Annexure – VIII : Bank Details For EMD (in the form of bid Security / Security deposit)

RTGS / NEFT / IFT - Electronic Fund Transfer Mandate Form (Mandate for receiving payments through RTGS / NEFT)		
1	Vendor Name	Gujarat Fibre Grid Network Limited (GFGNL)
2	Vendor Code	
3	Permanent Account Number (PAN)	AAGCG6369R
4	Particulars of Bank Account	
	A. Name of the Bank	HDFC Bank Ltd.
	B. Name of the Branch	Sector 16 Gandhinagar Branch
	C. Branch Code	190
	D. Address	Sector 16, Gandhinagar
	E. City Name	Gandhinagar-382016
	F. Telephone No	+912268461 208
	G. RTGS / NEFT IFSC Code	HDFC0000190
	H. 9-digit MICR code appearing on the cheque book	N/A
	I. Type of Account	Current
	J. Account No.	50200061 458239
5	Vendor's e-mail id	cfo@bharatnet.gujarat.gov.in
6	VAT No. & Service Tax No.	-
7	GST No Detail	24AAGCG6369R1ZT
8	TAN No	AHMG06768G

(Please enclosed a copy of canceled cheque to enable us to verify the Bank details mentioned above.)

We hereby declare that the particulars given above are correct and complete. If transaction is delayed or lost because of incomplete or incorrect information, we would hold the company responsible.

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[Signature of the bidder]