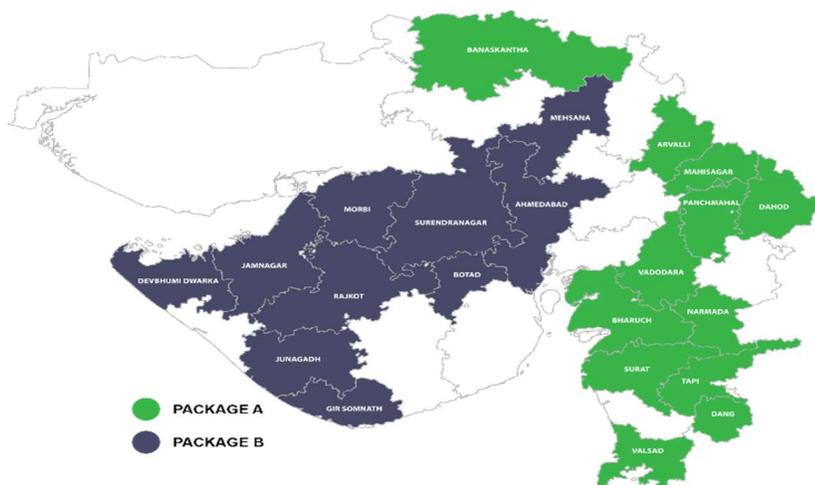


Request for Proposal (RFP) for Selection of Agency for Supply, Installation and Commissioning to upgrade backhaul network for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat

Reference No: GFGNL/GFG/e-file/263/2023/0122

Date: 13/09/2023



Issued By :
Gujarat Fibre Grid Network
Limited (GFGNL)
A Government of Gujarat
Company
Block No: 6, 5th Floor, Udyog
Bhavan, Sector-11,
Gandhinagar 382010

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1. Invitation to Bids

- a. Gujarat Fibre Grid Network Limited (GFGNL) is inviting bids from the eligible bidders for “**Request for Proposal (RFP) for Selection of Agency for Supply, Installation, Testing and Commissioning to upgrade backhaul network for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat (Reference No: GFGNL/GFG/e-file/263/2023/0122)**” 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.gem.gov.in>
- d. The bids have been invited through e-tendering route i.e. the eligibility criteria, technical bid document and financial stages shall be submitted online on the website <https://gem.gov.in>
- e. Bidders who wish to participate in this bid will have to register online.
- f. In case of any clarifications required, please email your queries as per the format prescribed in the jte-ho2@bharatnet.gujarat.gov.in, pmc@bharatnet.gujarat.gov.in & pmc3@bharatnet.gujarat.gov.in on or before the date mentioned in the RFP document.
- g. Accessibility of Tender Document: The Tender Document to participate in e-Tender shall be available for downloading from <https://gem.gov.in>. The Tender document shall not be available for download on or after its submission/ closing date as mentioned in the RFP document.

2. Definition

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

1. “Tenderer” means Gujarat Fibre Grid Network Limited(GFGNL),Gandhinagar.
2. The “Bid Document” and “Tender Document” are the same.
3. “Acceptance Test (AT)” means the acceptance testing of the network equipment & software solution commissioned for the project at all/specified locations.
4. “Agreement” means the Service Level Agreement to be Signed between the successful bidder and GFGNL 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.
5. “Authorized Representative/” shall mean any person/ authorized by either of the parties.
6. “Bidder” means any System integrator who has an experience to establish, maintain & operate network equipment & software solution as required in the 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 for executing the said project.
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 GFGNL 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. "GoI" shall stand for Government of India.
13. "GoG" shall stand for Government of Gujarat.
14. "GISL" shall stand for Gujarat ISP Services Limited.
15. "GFGNL" shall stand for Gujarat Fiber Grid Network Limited.
16. "Implementation Period" shall mean the period from the date of Formal Work order and up to the issuance of Final Acceptance Test.
17. "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.
18. "PIA" shall stand for Project Implementation Agency
19. "Request for Proposal", means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
20. "Site" means the location(s) for which the Contract will be Signed and where the service shall be provided as per agreement.
21. "NOC" Network Operation Centre means the overall centralized location for control and command of the project
22. "SDC" means State Data Center located at Gandhinagar, Gujarat.
23. "Third Party" means any, if/as appointed by the GFGNL for monitoring the project components at all times.
24. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
25. "Uptime" means the time period when specified services are available to GFGNL and its user organizations.
26. Central/Core Infrastructures means the infrastructure including DWDM/Districts/Strategic Locations.
27. Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
28. "% Uptime" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
29. "GSVAN" means "Gujarat State Village Area Network"
30. "GSWAN" means "Gujarat State Wide Area Network"
31. "DST" means "Department of Science & Technology, Govt. of Gujarat"
32. "GP" means "Gram Panchayat"

3. Background and Objective:

3.1 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 already connected Gujarat Fibre Grid Network Limited (GFGNL)

around 8000 locations mainly comprising Gram Panchayat (GP) along with TC/DC/GIDC/Revenue Villages etc. GFGNL also started extending BharatNet connectivity from respective Gram Panchayat (GP) to various offices/Locations of GoG at the village level.

- 3.2 GFGNL has implemented BharatNet Phase – II network in Gujarat in two different packages. Package – A has three islands in Rest of Gujarat and Package – B has one island in Saurashtra region. Package – A has 12 districts & Package – B has 10 districts. Further, both the packages are divided into two zones. Package A has two zones i.e., Vadodara zone & Surat zone and Package B has two zones i.e., Ahmedabad zone & Rajkot zone. 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). GFGNL’s Network comprises of the various technology equipment including GPON, DWDM, OTN, Ethernet, RFMS etc. GFGNL has installed telecom grade shelters and in process of shifting the OLT and other transport devices from BSNL exchange to these shelters. As of now shifting of OLT and other transport devices have already been done in 273 shelters out of total scope of 383 shelters.

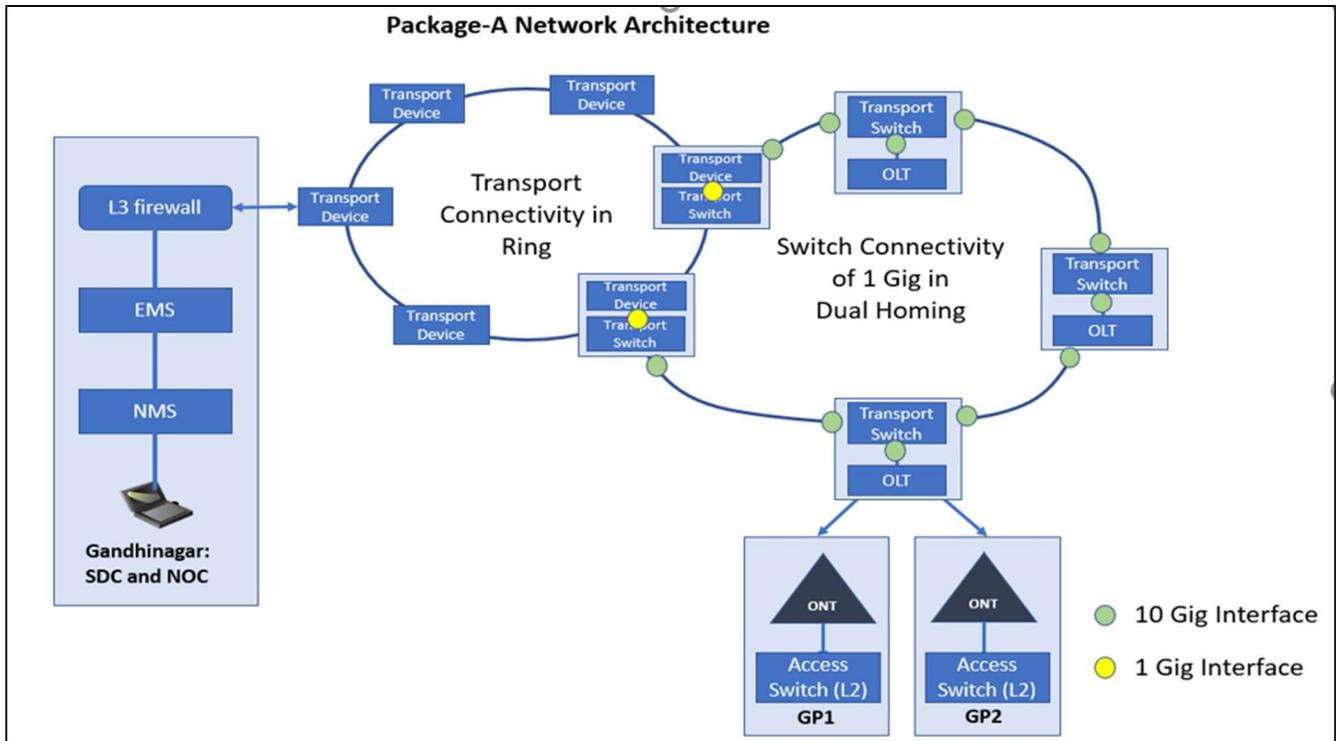
Details of network equipment in Package A

Equipment type	Model No	Make	Inventory Counts in NMS
Transport Device	DOT-F851X/DOT-F852X	D Link	79/9
Transport Switch (L2)	DGS-3000-28XS	D Link	277
OLT	CDOT SCM	C-DOT	213
ONT	ONT11	C-DOT	4220
Access Switch (L2)	TJ1400P-M1-24TC-LS	Tejas	4220
RFMS	FG-750EX	EXFO	74

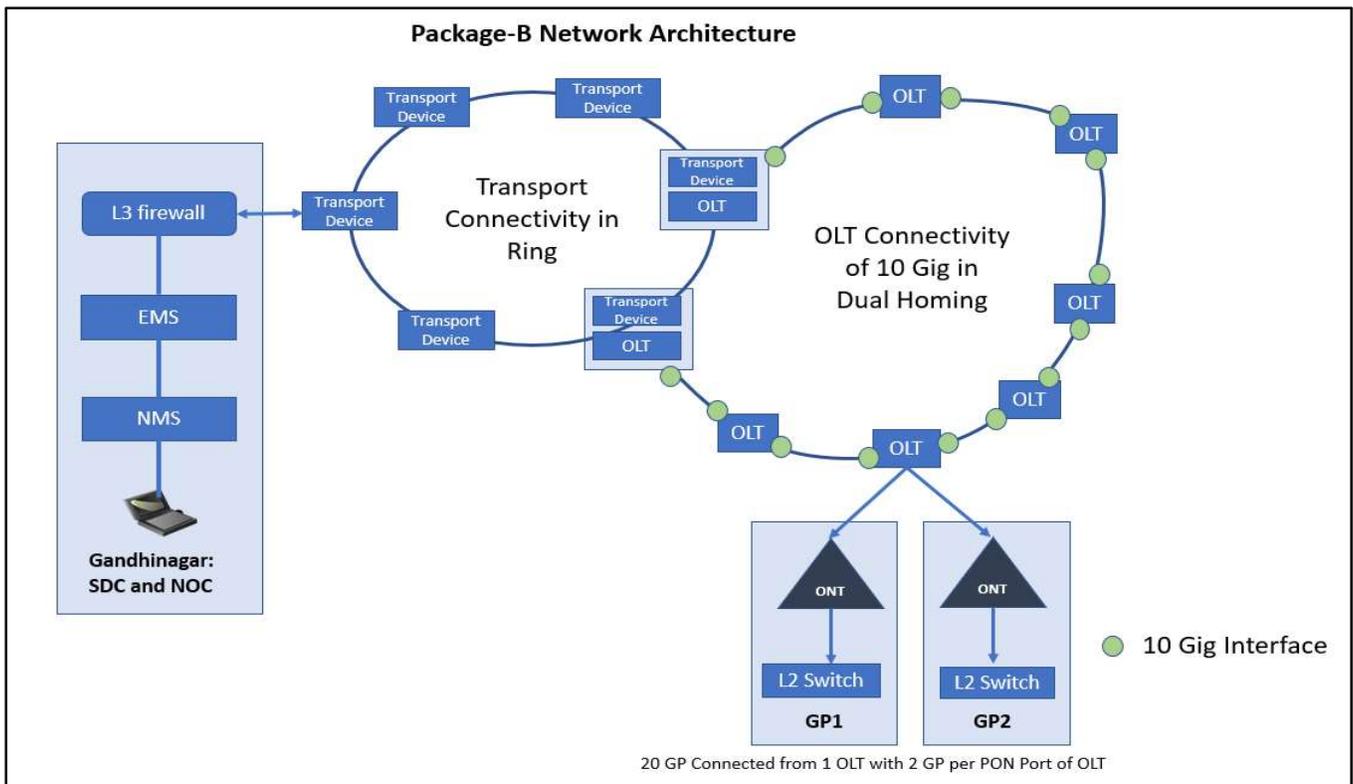
Details of network equipment in Package B

Equipment type	Model No	Make	Inventory Counts in NMS
Transport Device	NPT-1010/NPT-1050/NPT-1800	ECI	27/11/2
Transport Device	OPT9603/OPT9608	ECI	67/5
OLT	TJ1400_Type-7SR	Tejas	191
ONT	TJ2100N	Tejas	3744
Access Switch (L2)	TJ1400P-M1-24TC-LS	Tejas	3766
RFMS	OTDRV3	VEE	179

***Detailed list of location of installed network equipment will be shared with successful bidder once onboarded.**



Note: 20 GP(Gram Panchayat) connected from 1 OLT(Optical Line Terminal) with 2 GP per PON(Passive Optical Network) Port of OLT, However, in OLT approximately 25-27 GPs Connected



3.3 In a present network, physical connectivity between 2 layers of transport mux and transport switch/OLT is as per below in both packages.

Package - A: Uplink 10G port of each OLT is connected to 10G port of transport switch. Generally, 4 or 5 transport switches are connected in a ring with 10G uplink ports and dual homed on 1G dropping ports of transport mux on both sides.

Package - B : Generally, 8 to 16 OLTs are connected in a ring with 10G uplink ports and dual homed on 10G dropping ports of transport mux on both sides.

3.4 As GFGNL is extending the connectivity from GP to various government offices by extending GSWAN service & also providing connectivity to private households at villages through Partners, it is expected to increase traffic on OLT/Switch ring and Transport ring which requires the upgradation of the existing backhaul network.

3.5 To execute this work.

Bidder has to propose new solution of network elements to ensure proposed bandwidth delivery and may use existing Network components for cost optimization with reshuffling plan (if technically feasible) in such a way that downtime should be in line with SLA defined in RFP.

The bidder should make sure to Propose New network Solution with consideration to provide **dedicated 2 Gbps bandwidth at each OLT from SDC**. Existing network is built to provide dedicated 250 Mbps bandwidth at each OLT from SDC.

The solution should be readily upgradable to **10 Gbps bandwidth** at each OLT from SDC with minimum hardware requirement hence bidder to make sure to install appropriate chassis, slot etc. and only additional Card, SFP, patch-cords, other consumable active and passive item required at if required in future on discovered rates based on BOQ in this RFP.

This is trunkey Project. Apart from BOM if anything is required interms of component, Manpower, Any hardware-software then bidder needs to consider in his cost and Bidder needs to mention the same in Physical submitted Priced BOM.

4. Notice Inviting Proposal and Necessary Instruction

Name of the work	Request for Proposal (RFP) for Selection of Agency for Supply, Installation, Testing and Commissioning to upgrade backhaul network for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat
EMD (bid Security / Security deposit)	Rs. 80,00,000 /- (Rs. Eighty Lakhs Only) Demand Draft in favor of "Gujarat Fibre Grid Network Limited" drawn on any scheduled bank and payable at Ahmedabad/Gandhinagar OR EMD in the form of bank guarantee with validity of 180 days from the last date of bid submission in favor of "Gujarat Fibre Grid Network Limited "from <ul style="list-style-type: none"> • All Nationalized banks including the Public sector banks - IDBI Ltd. • Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank
Workshop Participation Fees	20,000 Rs. Demand Draft in favor of "Gujarat Fibre Grid Network Limited" drawn on any scheduled bank and payable at Ahmedabad/Gandhinagar

Name of the work	Request for Proposal (RFP) for Selection of Agency for Supply, Installation, Testing and Commissioning to upgrade backhaul network for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat
Contract Period	1 Year from the date of award of Work Order or Till Project completion(HOTO and GO-Live) which ever is later.
Bid validity days	180 days from the last date of submission of bids
Issue of Tender	The tender can be downloaded from website https://www.dst.gujarat.gov.in , https://gil.gujarat.gov.in/ , https://bharatnet.gujarat.gov.in https://gem.gov.in
Pre-Bid	Pre-bid will be held on 22/09/2023 , 12:00 PM Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010 Interested agencies can send their queries on or before 22/09/2023 10:00 AM.
Proposal due date (last of date of Tender submission)	Tender should be submitted before 16/10/2023 , 2:00 PM Bidder shall upload their bids on GeM
Opening of Tender	Technical Qualification documents will be opened on 16/10/2023 , 4:00 PM in the presence of bidders. Qualified bidders would subsequently be informed later about the date, time and venue for price bid opening.
Contact persons (for any Clarifications)	Chief Finance Officer (CFO), Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010

5. Clarifications on the RFP

A prospective bidder requiring any clarification on the RFP Document may submit its queries, via email only, to ite-ho2@bharatnet.gujarat.gov.in , pmc2@bharatnet.gujarat.gov.in & 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.	Page no	Clause/ Sub-clause no	Content of the RFP Requiring Clarification	Clarification Sought	Justification

(No PDF or Scanned images)

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

6. 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 bidder shall submit price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees only.
- iv. The bidders shall bear all costs associated with the preparation and submission of their proposals.
- v. 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 on GeM . The participating Bidders in the tender should register themselves on e-procurement portal, if not registered earlier.
- ii. The Bidders can login to GeM portal in secure mode only by signing through the Digital Signature..
- iii. The Bidders should scan and upload the respective documentary evidence as mentioned in the Eligibility Criteria.
- iv. The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/authenticity.
- v. The rates should be quoted in the financial bid format attached with the tender and upload online only.
- vi. Bidders are required to upload the Scanned copy of Bank Guarantee and Demand Draft for EMD and Tender Fee respectively (as mentioned in this RFP) at online bidding portal. Further, original Bank Guarantee and Demand Draft for EMD must be submitted in a sealed envelope mentioning "EMD" 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 and DD shall be verified. Bidders whose EMD and DD are valid will be considered for Stage – 2. In Stage – 2, technical documents will be verified along with evaluation of presentation by bidders as per criteria mentioned in this RFP. Only those bidders who will be qualified in Stage – 1 & 2 will be eligible for Stage – 3 i.e. Financial evaluation.
- iv. The evaluation of proposals shall be on the principle of Lowest cost (L1) basis (L1 price will be the lowest sum total of A0 of financial bid).
- v. For financial evaluation, Price excluding Tax shall be taken into consideration
- vi. Agency/Bidder is required to furnish the commercial quote as mentioned under financial bid format. Revelation of commercial details other than the specified format shall lead to disqualification of the bid.

- vii. If L1 Bidder is not agree to execute the project for any reason, Tenderer may call L2 Bidder to match the price of L1. If L2 agree to match the price of L1, tenderer may award the contract. . . The same process may be followed for remaining qualified Bidders. Tenderer may cancel this procurement process at any time prior to a formal written contract being executed by or on behalf of the GFGNL without giving any reason. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- viii. In case of any ambiguity, GFGNL may download the files from the portal and do the offline evaluation as per the parameter defined in tender document.

7. Sections Comprising Bids

The proposal (Part – I, II & III) 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 – V) and/or Demand draft for EMD (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: 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. Enclose copy of Certificate of Incorporation/ Registration Certificate of the firm.
- e. Copy of Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years. (2019-2020, 2020-21, 2021-22 & 2022-23) if finally published results are not available, provisional turn over details with CA certificate
- f. Copy of Purchase order mentioning PO number, PO date, Quantity Supplied & company name to whom network devices and its parts supplied, installed and commissioned.
- g. Manufacturers Authorization form” MAF (all applicable OEMs) issued by the OEM authorizing the bidder to supply, install, Test and commission the network devices and its parts – (Annexure -VIII)
- h. Copy of valid GST registration
- i. Copy of valid PAN card
- j. Undertaking by the bidder for not being barred by any State/ Central Government/PSU (Annexure IV)
- k. Response to Eligibility criteria: Eligibility Criteria which should contain all the supporting documents as asked for eligibility.
- l. Presentation by bidder on solution proposed and further evaluation.
- m. Unpraised detailed Bill of material mentioning all sub, Main Component including accessories with part code and description.
- n. Phase wise upgradation plan from 2 Gbps to 10 Gbps with detailed Bill of Material mentioning all sub, Main Component including accessories with part code and description.
- o. Annexure V,IX,X,XI

Part-III: Financial Bid: The Financial Bid shall comprise of the following:

- a. Financial Bid – as prescribed in Annexure VII: Financial Bid Format to be submitted Online.

Part-IV: Priced BOQ:

- b. The detailed priced bill of material as submitted in the technical bid shall be submitted by the bidder physically in sealed envelope along with Part-I documents (EMD) at the office of Chief Finance Officer (CFO), Gujarat Fiber Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010 on or before the online bid submission
- c. Envelop of only L1 bidder shall be opened and other bidder's envelops shall be returned back to them in received sealed condition only after 180 days from the date of opening of financial bid.
- d.

8. 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_Server OEM _PO Copy
- 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 II](#) CoverLetter
- [Anx III](#) Bidder Information Sheet
- [Anx VIII](#) MAF_[OEM Name]

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

- Anx_II_CoverLetter_Part_1
- Anx_II_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.

9. General Instructions to Bidders

- a) Bids received in any manner other than as prescribed above are liable to be rejected summarily
- b) GFGNL reserves the right, at the time of award of the contract or during the contract period to increase or decrease the total number to be supplied by 50 % w.r.t quantity mentioned in priced BOQ as per requirements mentioned in this document without any revision in commercial price quoted by bidder in proposal.
- c) All Network hardware will be installed in any shelter locations/BSNL Exchanges from the list of around 400 GFGNL shelters or any strategic location such as TC, DC, Government Offices etc. suggested by GFGNL authorized team spread over across Gujarat.

- d) The Competent Authority of the GFGNL reserves the right to annul all bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful bidder.
- e) The successful bidder shall sign a contract with GFGNL within 15 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.
- f) The Laws of Union of India shall govern any matter relating to the appointment of agency or the procedure for the appointment of agency. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Gandhinagar/ Ahmedabad. Any disputes arising after the signing of the agreement shall be resolved in the manner as mentioned in such agreement.
- g) Consortium is not allowed.

9.1 Agreement

- 9.1.1 The selected System integrators have to sign an agreement with GFGNL as per the format specified by the GFGNL.
- 9.1.2 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.
- 9.1.3 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.
- 9.1.4 The successful bidder shall sign a contract with GFGNL within 15 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.

9.2 Suspension 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.

9.3 Performance Bank Guarantee

- 9.3.1 The successful bidder who is awarded the Work Order in any particular zone, that bidder shall be required to deposit a Performance bank guarantee (refer [annexure VI](#)) @ 10% of the total contract value in the form 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 increases 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 The quantities mentioned in financial bid tables are indicative and provided to enable the bidders to take a judgement about the volume of the scope of work. GFGNL doesn't provide any guarantee about the total number of locations to be allotted and timeline of allotment.

9.8 Confidentiality

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

- a. the Authorized Person needs the Confidential Information for the performance of obligations under this contract;
 - 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/SI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidential agreement with the members of the subcontractors and other service provider's team members to the satisfaction of the Tenderer.
- 9.8.5 The Selected Bidder/SI shall be responsible for any breach of the confidentiality clause by its antecedents or delegates or its subcontractors.
- 9.8.6 The Selected Bidder/SI shall notify the Tenderer promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Tenderer.
- 9.8.7 The Tenderer reserves the right to adopt legal proceedings, civil or criminal, against the Selected Bidder/SI in relation to a dispute arising out of breach of obligation by the Selected Bidder/SI 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 SI shall perform their duties in strict compliance with all applicable laws in India along with rules & regulations of the duly constituted Government authorities in India and shall obtain all licenses and necessary approvals, if any, required by laws in India in connection with the services to be rendered hereunder.
- 9.10.2 Services provided to the customers shall be subject to Indian Telegraph Act 1885 and DoT / TRAI directions.
- 9.10.3 SI shall be responsible for monitoring of data traffic from their customers w.r.to unlawful activities.
- 9.10.4 SI shall be responsible to set up all required Networking equipment for lawful interception (LI) and provide all the required logs necessary for lawful interception (LI) to any of the law enforcement agencies as and when required.
- 9.11 Indemnity
- 9.11.1 The SI 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 SI;
 - b) Damages and losses resulting from the non-compliance with the established obligations; Third Party claim against GFGNL or its nominated agency that any Deliverables/Services/Equipment provided by the SI infringes a copyright, trade secret, patents, or other intellectual property rights of any third party in which case the SI shall defend such claim at its expense and shall pay any costs or damages that may be finally awarded against GFGNL or its nominated agency.
 - c) Any environmental damages caused by SI and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by the SI.
 - d) Breach (either directly by SI or through its representatives and/or employees) of any representation and guarantee declared herein by SI;

- e) Any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in connections with the services provided due to neglect, omission or intentional act.

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 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 Taxes

- 9.14.1 Taxes shall be paid extra on actual by SI, as applicable while making all types of payment to GFGNL. The taxes prevailing at the time of raising the invoice shall be paid.
- 9.14.2 Payment for GST portion of Invoice will be released once GST Credit will be reflected in GSTR2A/GSTR2B of GFGNL.

9.15 Rejection Criteria

- 9.15.1 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.
- h. Bid without all the required annexures as per RFP.
- i. Bidder who did not attend workshop.

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.

9.16 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 SI by the completion date.

9.17 Publicity

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

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 Termination

9.20.1 The Tenderer may, terminate this Contract in full or in part by giving the prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- a) Where the Tenderer is of the opinion that there has been such Event of Default on the part of the PIA which would make it proper and necessary to terminate this Contract and may include failure on the part of the PIA to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract including the following:
 - i. failure to perform the obligations under the Contract;
 - ii. the PIA and its team have failed to conform with any of the service specifications as set out in the RFP and the Contract;
 - iii. the PIA has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the RFP and this Contract;
 - iv. The PIA has failed to comply with any terms and conditions of this RFP & the Contract;
 - v. There is an undue delay in achieving the agreed timelines for delivering the services under this Contract due to reasons solely attributable to the PIA;
 - vi. If it comes to knowledge of the Tenderer that the PIA or any of their personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature;
 - vii. Where it comes to the Tenderer's attention that the PIA (or the PIAs' Team) is in a position of actual conflict of interest with the interests of the Tenderer, in relation to any of the terms of the PIA's Bid, the RFP or this Contract.
 - viii. Where the PIA's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the PIA, any failure by the PIA to pay any of its dues to its creditors, the institution of any winding up proceedings against the PIA or the happening of any such events that are adverse to the commercial viability of the PIA. In the event of the happening of any events of the above nature, the Tenderer shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor PIA and to ensure business continuity.
- b) Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, the GFGNL shall issue a notice of default to the PIA, setting out specific defaults / deviances / omissions and providing a period of up to thirty (30) days to enable the PIA to remedy the default/ deviances / omissions committed. It shall be the responsibility of the PIA to maintain the agreed Quality of Service, even during the period when the notice for 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 PIA and Performance Bank Guarantee shall be forfeited, without any further notice.

- c) Termination for Insolvency: The Tenderer may at any time terminate the Contract by giving written notice to the PIA, without compensation to the PIA, if the PIA becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Tenderer.
- d) Termination for Convenience: The Tenderer, may, by prior written notice sent to the PIA at least 3 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.
- 9.20.2 The PIA may, subject to approval by the Tenderer, terminate this Contract before the expiry of the term by giving the Tenderer a prior and written notice at least 6 months in advance indicating its intention to terminate the Contract.
- 9.21 Consequences of termination
- 9.21.1 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.
- 9.21.2 In case of exigency, if the Tenderer gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the PIA as mentioned in clause –Risk Purchase unless the Termination is due to any act and/or omission by the reason solely attributable to Tenderer.
- 9.21.3 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the PIA or due to the fact that the survival of the PIA as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Tenderer through re-determination of the consideration payable to the PIA as agreed mutually by the Tenderer and the PIA or through a third party acceptable to both the parties may pay the PIA for that part of the Services which have been authorized by the Tenderer and satisfactorily performed by the PIA up to the date of termination. Without prejudice to any other rights, the Tenderer may retain such amounts from the payment due and payable by the Tenderer to the PIA as may be required to offset any losses caused to the Tenderer as a result of any act/omissions of the PIA. In case of any loss or damage due to default on the part of the PIA in performing any of its obligations with regard to the execution of the scope of work under this Contract, the PIA shall compensate the Tenderer for any such loss, damages, or other costs, incurred by the Tenderer. Additionally, other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the PIA as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Tenderer and as may be proper and necessary to execute the scope of work under the Contract in terms of the PIA's Bid, the RFP, and this Contract.
- 9.21.4 Nothing herein shall restrict the right of the Tenderer to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, and pursue such other rights and/or remedies that may be available to the Tenderer under law.
- 9.21.5 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 9.21.6 Actions pursuant to Termination of Agreement:
Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) Neither Party shall represent the Other Party in any of its dealings.
- b) Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.
- c) Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.

9.22 Insurance

- 9.22.1 The Goods supplied & installed under this Contract shall be fully insured by the selected bidder, against any loss or damage at the Tenderer's designated location for entire contract period. The insurance taken should cover risks such as flood, theft, fire, earthquake, and cyclone (for wind speeds up to 120 kmph). The bidder shall submit to the GFGNL, certificate of insurance issued by the insurance company, indicating that such insurances have been taken against entire solution & certificate has to be submitted by bidder to GFGNL. Bidder shall be designated as the 'loss payee' in such insurance policies; bidder shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall be updated from time to time till end of contract period. In case of delayed procurement of insurance from selected bidder, all responsibilities of all supplied and/or installed equipment will be on bidder before taking the insurance. Insurance cost needs to be mentioned separately in detailed BOM submitted physically.
- 9.22.2 The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing / shipment site of the OEM to the port of landing.
- 9.22.3 All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the bidder.
- 9.22.4 The bidder during the term of this contract undertakes to ensure that it has taken or shall take up all appropriate insurances for the delivery of goods that it is required to undertake under law as well as to adequately cover its obligations under this Contract: shall take out and maintain, at his own cost insurance with IRDA approved insurers against the risks, and for the coverage, as specified below: shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at the Tenderer's request, shall provide certificate of insurance to the Tenderer showing that such insurance has been taken out and maintained. Employer's liability and workers' compensation insurance in respect of the Personnel of the bidder / bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and Insurance against loss of or damage to (i) equipment or assets procured in full or in part for fulfilment of obligations under this Contract (ii) the bidder's assets and property used in the performance of the Services.
- 9.22.5 In case of theft of any asset, successful bidder(s) will have to carry out all required process to lodge police complain / FIR. GFGNL will assist bidder(s) wherever required.

9.23 General

9.23.1 Relationship between the Parties

- a. Nothing in this Contract constitutes any fiduciary relationship between the Tenderer and PIA / PIAs' Team or any relationship of employer employee, principal and agent, or partnership, between the Tenderer and PIA.
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms & conditions of this Contract.
- c. The Tenderer has no obligations to the PIA's Team except as agreed under the terms & Conditions of this Contract.

9.23.2 No Assignment

The PIA shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Tenderer.

9.23.3 Survival

The provisions of the clauses of this Contract and RFP in relation to documents, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Tenderer notifies the PIA of its release from those obligations.

9.23.4 Entire Contract

The terms & conditions laid down in the Contract and all the Annexures thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

9.23.5 Governing Law

This contract shall be governed and interpreted in accordance with the laws of India and the rules of Government of Gujarat . The place where the contract is to be performed shall have exclusive jurisdiction over all matters arising out of or in respect of the contract.

9.23.6 Jurisdiction of Courts

The courts of India at Gandhinagar/Ahmedabad have exclusive jurisdiction to determine any proceeding in relation to this Contract.

9.23.7 Compliance with Laws

The PIA shall comply with the laws in force in India in the course of performing this Contract.

9.23.8 Notices

a) A "notice" means:

i. A notice; or

ii. A consent, approval or other communication required to be in writing under this Contract.

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To Tenderer at:

GFGNL

Attn: Managing Director (MD), GFGNL

[Phone:]

[Email:] md@bharatnet.gujarat.gov.in

[Fax:]

To PIA at:

Attn:

[Phone:]

[Email:]

[Fax:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.

A notice served on a Representative is taken to be notice to that Representative's Party.

9.23.9 Waiver

- a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

9.23.10 Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

9.23.11 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

9.24 Transfer of Ownership

- 9.24.1 The bidder must transfer all titles to the assets and goods procured for the purpose of this project to the Tenderer upon acceptance of each customer link & equipment.
- 9.24.2 The asset(s) so created shall be fully owned by the Government of Gujarat and held on its behalf by GFGNL. Asset(s) integrated during this project, selected bidder has to take AMC support from the manufacturers atleast for 10 Years after completing the AT and HoTo process of this project and can be renewed on the name of GFGNL in future.
- 9.24.3 Bidder shall responsible to provide documents for O&M, AMC, Warranty of supplied hardware and software under this RFP. It should be visible on OEM/SI Website. Submit the inventory report with detail information

10. Eligibility Criteria

Sr. No	Eligibility Criteria	Supporting Documents to be furnished
1.	The entity should be either registered as a Company under Companies Act 1956/ 2013 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 as the case may be.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act
2.	The Bidder should have average annual turnover of Rs 120 Cr in the any three consecutive financial year (2019-2020, 2020-21, 2021-22 & 2022-23) solely generated from the business of Telecom - Networking only.	Certificate from the Statutory auditor/ CA clearly specifying the annual turnover for the specified years along with audited balance sheet of the bidding entity.
3.	The bidder should have positive net worth and should be profit making in last three financial year (2020-21,2021-22 & 2022-23)	Certificate from the Statutory auditor/ CA on net worth
4.	Bidder Should have executed at least one (1) Networking Projects with Supply, Installation, Testing, Commissioning (SITC) of minimum value of Rs. 32 crores/ Two Project having minimum 20 Cr/ Three Project having minimum 16 Cr having components like OTN/DWDM/MPLS Router (Not less than 40% of the project value consist of these active components) in last five years as on date of bid submission.	Copies of Purchase Order, completion/ Go-live certificate or partial completion certificate complying to the clause requirement from client to be enclosed along with Technical Bid

Sr. No	Eligibility Criteria	Supporting Documents to be furnished
	<p>Work Order should have been issued in last five years as on date of bid submission.</p> <p>For completed projects : Go-live certificate should be provided.</p> <p>For ongoing projects : Client certificate should be provided clearly mentioning worth of completed work for active components.</p>	
5.	OEM should have supplied minimum 250 numbers OTN/DWDM equipments in last 3 years as on date of bid submission in single order.	Copies of work order, Delivery challan
6.	The Bidder should submit valid letter from each of the OEM - confirming the following: OEM shall ensure that all equipment/components/sub- components being supplied by them shall be supported for minimum 10 Years EoL (from date of Bid submission) and comprehensive onsite warranty should be 10 Years.	MAF (Annexure VIII) from OEM whose products are being quoted by the Bidder need to be attached in the bid.
7.	The bidder & OEM 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 23rd July 2020 issued by Department of Expenditure, GoI	Self-certification from bidder and OEMs on Non-Judicial stamp of Rs. 300/- in the prescribed format (Annexure – XII,XIII), separately.
8.	<p>The bidder should</p> <ul style="list-style-type: none"> • Not have been blacklisted by Central Government /Any State Government / Urban Local Body (ULB) / SPV/ PSU in India as on the date of bid submission. • Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. • The bidder should have at least one office in Gujarat state. • Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified. 	<p>Declaration letter by bidder as per the format given in the RFP document</p> <ul style="list-style-type: none"> • Self-declaration by the Bidder duly signed and stamped by the authorized signatory in format (Annexure – IV), separately. • Copies of any two of the followings for office: Property Tax / Electricity / Telephone Bill / GST Registration /Lease agreement
9.	The OEM should have total annual turnover of Rs 120 Cr in the last five financial year (2018-19,2019-20, 2020-21, 2021-22 & 2022-23) solely generated from the business of DWDM/OTN transmission equipments only.	Certificate from the Statutory auditor/ CA clearly specifying the annual turnover for the specified years along with audited balance sheet of the bidding entity.

11. Technical Evaluation Criteria

S/N	Criteria	Max. Marks
1	Bidder Should have executed at least one (1) Networking Projects with Supply, Installation, Testing, Commissioning (SITC) of minimum value of Rs. 32 Cr / 2 Project of similar Nature having minimum cost of 20 Cr/ Three Project of similar Nature having minimum cost of 16 Cr. , having components like OTN/DWDM/MPLS Router/ (with minimum 40 % of these active components) in last five years as on date of bid submission. As per PQ criteria number 4. For each Project worth ≥ 32 Cr: 20 Marks For each set of 2 projects worth ≥ 20 Cr: 20 Marks For each set of 3 projects worth ≥ 16 Cr: 20 Marks	20
2	The Bidder should have average annual turnover of Rs 120 Cr in the any three consecutive financial year (2019-2020, 2020-21, 2021-22 & 2022-23) solely generated from the business of Telecom - Networking only.. ≥ 120 Cr to < 200 Cr.: 10 marks. ≥ 200 Cr to < 300 Cr: 15 marks. ≥ 300 20 marks.	20
4	OEM should have supplied minimum 250 numbers OTN/DWDM equipment in last 3 years as on date of bid submission as per PQ criteria number 5 in single order. OTN/DWDM equipment (in number) ≥ 250 to < 350 numbers = 10 marks ≥ 350 to < 450 numbers = 15 marks ≥ 450 numbers = 20 marks	20
5	Deployment and capacity augmentation plan This shall consist of initial Bill of material proposed to provide 2 Gbps dedicated Bandwidth at all OLT level having scalability to 10 Gbps without changing baseline infrastructure Need to demonstrate how the network will get scalable up to 10 Gbps at OLT end and what all components shall be required at all levels Implementation methodology, how I&C (Installation and commissioning) & Testing will be planned and executed	20
6	Approach and Methodology (Presentation) a) Methodology for testing criteria of the node & links - 5 b) Strategy for handing over of the newly created transport layer to GFGNL's existing O&M vendor – 5 c) Traffic engineering presentation on network design (HLD / LLD) , inventory management, project monitoring strategy – 5 d) Value added services - 5	20
	Total Marks	100

Note:

Minimum qualified score from technical qualification to become eligible for next stage of financial bid opening will be 70 marks for bidders. Bidders are requested to provide document for evaluation and marking as defined in Section Eligibility Criteria.

Workshop Participation eligibility Criteria:

- I. GFGNL will host a common workshop/meeting after pre-bid meeting with interested bidder (maximum 1/2 members of each bidder) for 1/2 days who has submitted NDA signoff , workshop participation Fees and Undertaking on Compliance of Workshop Eligibility Criteria on company letter head 2 days before of workshop date at GFGNL Office, Gandhinagar.. Extension of the workshop is solely at discretion of GFGNL
- II. Only company authorized representative having authorization letter shall be allowed to attend the workshop.
- III. Bidder must fulfill the below Workshop participation eligibility Criteria.
- IV. Attending workshop is mandatory, Those Bidders,who are not attending workshop will not be eligible for this bidding process.

Sr. No	Eligibility Criteria	Supporting Documents to be furnished
1	The entity(Bidder) should be either registered as a Company under Companies Act 1956/ 2013 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 as the case may be.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act
2	The Bidder should have average annual turnover of Rs 120 Cr in the any three consecutive financial year (2019-2020, 2020-21, 2021-22 & 2022-23) solely generated from the business of Telecom - Networking only.	Certificate from the Statutory auditor/ CA clearly specifying the annual turnover for the specified years along with audited balance sheet of the bidding entity.
3	The bidder should have positive net worth and should be profit making in last three financial year (2020-21,2021-22 & 2022-23)	Certificate from the Statutory auditor/ CA on net worth
4	Bidder Should have executed at least one (1) Networking Projects with Supply, Installation, Testing, Commissioning (SITC) of minimum value of Rs. 32 crores/ Two Project having minimum 20 Cr/ Three Project having minimum 16 Cr having components like OTN/DWDM/MPLS Router/ (with minimum value 40 % of supply values of these active components) in last five years as on date of bid submission.	Copies of Purchase Order, completion/ Go-live certificate or partial completion certificate complying to the clause requirement from client to be enclosed along with Technical Bid

	<p>Work Order should have been issued in last five years as on date of bid submission.</p> <p>For completed projects : Go-live certificate should be provided.</p> <p>For ongoing projects : Client certificate should be provided clearly mentioning worth of completed work for active components.</p>	
5	<p>The bidder should</p> <p>Not have been blacklisted by Central Government /Any State Government / Urban Local Body (ULB) / SPV/ PSU in India as on the date of bid submission.</p> <p>Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>The bidder should have at least one office in Gujarat state.</p> <p>Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.</p>	<p>Declaration letter by bidder as per the format given in the RFP document</p> <p>Self-declaration by the Bidder duly signed and stamped by the authorized signatory in format (Annexure – IV), separately.</p> <p>Copies of any two of the followings for office: Property Tax / Electricity / Telephone Bill / GST Registration /Lease agreement</p>
6	<p>The bidder 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 23rd July 2020 issued by Department of Expenditure, Gol</p>	<p>Self-certification from bidder s on Non-Judicial stamp of Rs. 300/- in the prescribed format (Annexure – XII), separately.</p>

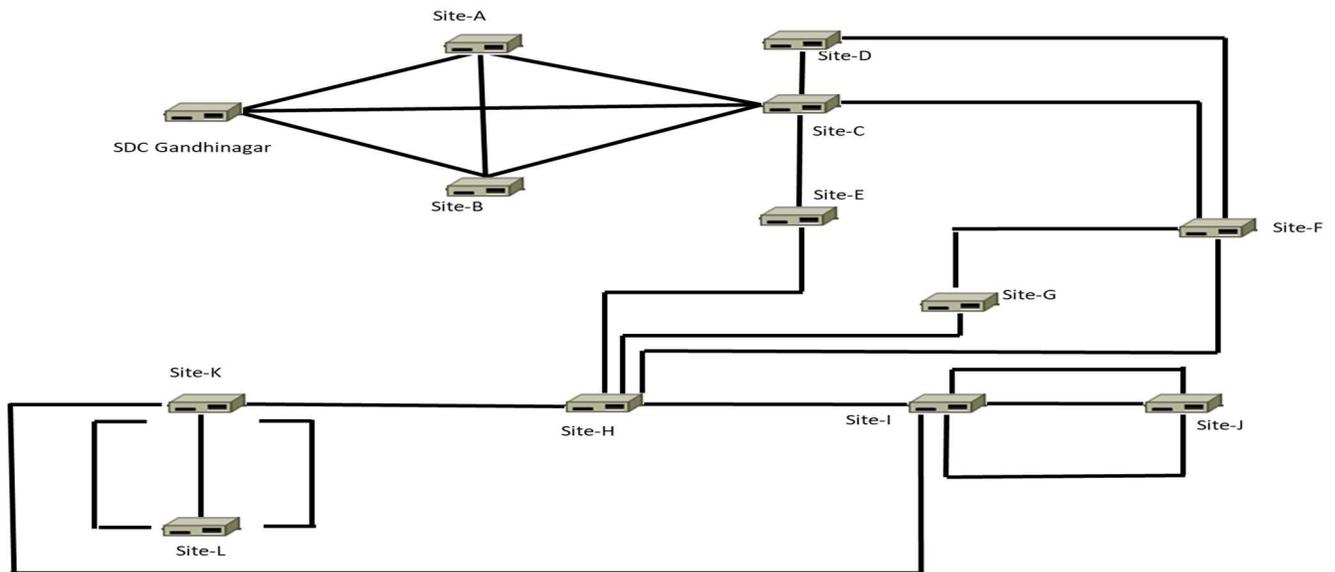
12. Scope of Work:

- a) The Bidder shall be responsible for the supply, Installation, testing, and commissioning of the required Transport and other equipment as mentioned in [clause – 3.5](#) to comply to all the terms & conditions of this RFP. The Bidder should propose a clear plan of the rollout strategy to have minimal service impact to the live services.
- b) The network shall be deployed over existing fiber network of GFGNL and to be designed to cater to all the running services along with the new services which are part of this document. Bidder must ensure for minimum down time to migrate the existing services to upgraded transport layer and make sure all the services run smoothly. (Bidder to use maximum of 2 fiber cores between 2 transport devices. GFGNL will provide additional fiber pairs for OLT ring splitting as per the requirement of SoW of this RFP.)
- c) For successful implementation of the project, the Bidder, shall designate one employee for each package as single point of contact (SPOC) for GFGNL throughout this project. Bidder shall provide the contact numbers, e-mail id and other relevant details of the SPOC to GFGNL. The SPOC need to be based at GFGNL NOC during the project implementation phase.
- d) The Bidder shall also be required to provide one person at GFGNL office-Gandhinagar-for each package for day to day activities like fault rectification, reconfiguration etc. from the date of Go-live to three months or till the contract completion including weekends and public holidays. The deputed personnel must be Engineering Graduate and OEM trained. The selected bidder has to provide 24*7 support, at least one person per packages for 3 shifts need to be manage the integration and operation support, This is indicative requirement, bidder should increase resources as per quantum of work or escalation from GFGNL.
- e) The selected bidder has to ensure all relevant equipments including but not limited to all kinds of tester (ethernet/optical link), safety measures,etc. all will be part of this selected bidder's scope.
- f) The selected bidder has to check pre-feasibility of space and power at GFGNL shelters/co-located BSNL sites. Bidder has to reserve the space with predefine drawing from GFGNL competent authority and arrange power from GFGNL provided power tapping point with prior approval of GFGNL competent authority
- g) Bidder has to ensure proper quality and routing of patch cords with marking/tagging of each patchcords at both the ends for identifications.
- h) Successful Bidder has to study existing fiber routes OTDR/LSPM for designing DWDM upgradation links with good threshold margin. During Design Bidder needs consider existing OFC losses and ensure sufficient margin in after Implementation.
- i) Bidder requires to submit HLD/LLD diagram with link budget calculation for transport network upgradation
- j) Proposed Transport architecture should be uniform and standard as per planned traffic Matrix in both Package-A and B
- k) If Supplied Product did not meet the Eligibility Criteria of EOL for whatsoever reason, the The bidder shall replace it with an equivalent or better substitute that is acceptable to Tenderer without any additional cost to the Tenderer and without impacting the performance of the solution in any manner whatsoever.

12.1 Supply and installation:

- a) The selected bidder shall be responsible for the supply and installation of the required Software, Hardware/Accessories/Software/Perpetual Software Licenses as per the solution designed under Technical Specifications of this RFP at locations as per solution given by bidder within the stipulated time period as mentioned in this RFP.
- b) At least one engineer of OEM should remain at installation location for design, installation and configuration of the supplied equipment, during the complete installation period.

- c) The bidder shall be required to visit each site and submit floor and cabling diagram for approval of GFGNL if required additionally other than existing set up. Supply, Installation, and commissioning of the transport devices including patch-cord, MCB, power consumable and other miscellaneous accessories at various locations as per solution. Bidder to supply and install 21U/42U rack if required at 10% of total locations. and same is to be quoted as part of priced BOQ.
- d) The newly provided equipments should support redundant integrated AC & DC power supply and redundant fans for high availability. Bidder has to provide minimum two redundant power supply and to meet all GFGNL's operational requirements. If required bidder may visit the locations and ensure equipment power requirement as per existing infrastructure. If any additional arrangement to be done as per supply equipment, bidder has to bear cost for the same.
- e) GFGNL will share the details/layouts of existing OFC network of respective locations with successful bidder and successful bidder will be responsible for planning, designing, installation and configuration of the supplied equipment. The EMS shall be installed and configured in consultation with GFGNL. All the perpetual software licenses shall be in the name of GFGNL.



Reference high level network Diagram of partial patch

With reference to above reference high level diagram for partial section of network Selected bidder has to design/do re-engineering on ring/redundancy path design to avoid single location equipment dependency.

12.2 Maintenance and Facility Management:

- a) The Successful bidder shall be responsible for configuration/re-configuration of all the equipment/services as and when required.
- b) The Successful bidder shall maintain a record of hardware and software configurations of all equipment including the details of different policies implemented on the devices such as DWDM/OTN/Packet configurations, routing, multiple protocol details etc. Successful bidder shall keep regular (minimum 24 Hrs) backups of soft copies of the configurations of each of the devices/nodes mentioned above.

- c) The Successful bidder shall ensure that these configurations are not accessible in general and must be kept confidential with the Purchaser and Technical Resources.
- d) In case of faults in any of supplied Equipment, the supplied EMS shall raise a ticket in integrated GFGNL's existing NMS. The manpower supplied by bidder shall attend the fault and close the ticket during the period when hand over to existing PIA not completed. After the proper hand over from bidder to existing PIA, the existing PIA will attend the fault and own the ticket until closure of ticket. In case the fault is not rectifiable by deputed team by bidder of PIA, ticket shall be raised to OEM by SPOC Online Portal /any other mode and SPOC shall get the fault rectified or equipment replaced as required, by coordinating with respective OEM.
- e) Deputed technical resources shall also be responsible for the re-configuration of replaced devices.
- f) Tickets raised with OEM will be monitored by SPOC and SPOC shall share information about closure of ticket for SLA calculation.
- g) The bidder shall also provide an Escalation Matrix to GFGNL for project implementation phase and during support.
- h) The Successful bidder shall carry out regular update and upgrade of firmware and software of the supplied equipment and EMS.
- i) Upgradation of Firmware and software must be communicated in advance to GFGNL official approval especially including this or any other activities where GFGNL networks get impacted.

12.3 Comprehensive Onsite Warranty:

- a) Bidder is required to provide the Comprehensive Onsite upfront replacement & warranty of during entire life cycle of this contract or minimum 10 Years whichever is higher. The warranty shall be counted from the date of go-live. It is also required to properly maintain sufficient spare parts (at 5% of the supplied quantity zone wise) for all supplied equipment to meet the required SLA. The details of the work to be undertaken are as follows:
 - i. Diagnosis of the fault
 - ii. Repairing of defective parts/components.
 - iii. Replacement of parts/components beyond repair with parts/components of same or better specifications ensuring compatibility.
 - iv. Providing suitable standby for parts/components with same or better specifications till the time the original part/component is repaired or replaced so that daily business is not affected.
 - v. Submit a list containing the details of the delivered equipment including Serial Numbers, Model Name & Make, etc. to GFGNL during delivery of the equipment (along with the Delivery Challan). The details of the delivered equipment shall also be updated in the Warranty Management System of the OEM.
 - vi. Bidder should also take insurance of supply and cover risk against flood, earthquake, cyclone, fire, theft & other natural calamities for entire contract period, failure in providing insurance copy to GFGNL, GFGNL may impose 1% penalty/deduction in payment. It will be bidder's responsibility to take insurance as mentioned and get it renewed from time to time, in case any lapse in procedure then Bidder will be sole responsible of equipment loss due to mentioned natural calamity or theft cases and liable to replace equipment at bidder's cost.
 - vii. At SDC all transport equipments must have 1:1 active - active redundancy.

12.4 Acceptance Test (AT):

- a) The primary goal of Acceptance Testing is to ensure that the work (including all the components as discussed in the scope of work) meets requirements, standards, specifications, and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Infrastructure Compliance
- Performance
- Project Documentation

- b) The Successful bidder shall inform the department in writing, as and when the work is completed for a specific work order, with the request to conduct AT.
- c) AT shall be conducted route wise as well as for complete entire island routes.
- d) GFGNL may associate authorized personnel for AT.
- e) The bidder shall co-ordinate and carry any other required test as desired by purchaser.
- f) The bidder shall bring all the testing equipment to site as required under the procedure to carry out testing at no extra cost. Bidder to submit calibration certificate of test equipments prior to AT.
- g) Any procedure delay for approval of AT acceptance by GFGNL, shall not be considered as delay on bidder's part.
- h) The bidder is required to rectify the shortcomings reported, if any, during the testing. The selected bidder shall make the required changes at no extra cost.
- i) The payment shall be released to the Bidder from the date of successful testing and acceptance of the respective route.
- j) The bidder shall be required to extend required cooperation including testing of Material/Links etc. for successful AT by GFGNL officials or appointed TPA by GFGNL.
- k) All the network elements & route shall be brought in the NMS with complete testing of FCAPS functionality. Bidder has to ensure EMS integration with GFGNL NMS to be eligible for last milestone delivery & payment. Any delay from NMS side will not be attributed to Bidder.
- l) Bidder has to update the link delivery and inventories in existing GFGNL GIS system and extend necessary support for GIS,ERP and NMS integration for it's delivery as applicable.

12.5 Service Level Standards/ Requirements:

i. SLA Objectives:

- a) Service Levels play an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure required uptime of the Network. Bidder shall provide on-site maintenance and support services during the period of contract as per SLA for complete solution.
- b) The service levels shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
- c) Though that bidder is expected to maintain the solution to the highest possible efficiency, the first month after commissioning (Go-Live) of each site shall be treated for prove-in period and no penalty shall be imposed for any SLA defaults in order to facilitate stabilization of operations.
- d) In case penalty reaches maximum(20% of QGR) for two consecutive quarters, the purchaser (GFGNL) may invoke termination clause as per RFP.
- e) No penalty shall be levied, for failures due to reasons not attributable to the Bidder

ii. SLA Duration:

Timings :365X24X7

iii. SLA Matrix:

The Successful bidder shall provide the required services as per SLA matrix given below.

SLA Matrix	
Window	Maximum Rectification Time / Maximum Extended Time for Down Time (PE)
8:00AM to 10:00PM	2 Hrs.
10:00PM to 8:00AM	4 Hrs.

Downtime shall start from the date and time of reporting of problem to Helpdesk or identified by the successful bidder. Penalty shall start after expiry of maximum rectification time from reporting of fault.

iv. Planned Down Time:

- (i) The successful bidder has to seek prior approval (atleast 24Hours before) from the GFGNL competent authority/ designated agency for the planned downtime required, if any.
- (ii) The planned downtime would not be added to the SLA downtime.
- (iii) Selected Bidder has to ensure to check pre-feasibility for all relevant things for node integration like but not limited to laying of patch cords, power cables(with all safety measures), space, new node readiness etc. before plan event for smooth activity and to minimize network outage
- (iv) The planned downtime shall be permitted during any time between window 10.00 PM to 8.00 AM. Planned downtime extension will be subject to approval of GFGNL else will be consider in SLA post 8:00 AM.
- (v) The selected bidder has to take all proper safety precautions and not to damage any of the existing resources physically and/or logically. Bidder has to ensure no disturbance to existing link traffic till final migration on new deployed network.

v. SLA for the Hardware/Service component:

Sr No	Performance Indicator	Service Level Metric	Penalty on breach of Service Level
1	Onsite warranty Support	The successful bidder will provide entire life cycle of this contract or minimum 10 Years on-site warranty support including minimum 10 Years of EoL for all hardware parts supplied by the bidder. If any part/component is found defective during the contract period, the successful Bidder shall repair/ replace the defective device within the maximum rectification time permitted mentioned in section 12.5 iii), to avoid penalty.	As mentioned in Penalty for Nonachievement of Service Level Requirements

2	Replacement due to repeated failure	If, during the warranty period, any equipment has any failure on three or more occasions, due to hardware fault	It shall be replaced by equivalent new equipment / by the successful bidder at no cost to the Purchaser within 7 days (if non service impacting) or 48 hours if service impacting.
3	Up time overall SLA during Cooling Period	99.9 % overall Uptime	99.9 % ≥ No Penalty. ≤99.5 % to < 99.9 2 % of contract value ≤ 99.0 % to <99.5 3 % of Contract Value ≤ 98.5 % to <99.0 5 % of Contract Value ≤ 98% to < 98.5% 10% of Contract Value > 98 % Tenderer may cancel the contract and forfeit the PGB.

vi. Penalty for non-achievement of Service Level Requirements:

a) A penalty on non-achievement of SLA requirements would be levied as per following table:

Sr No	Window	Penalty
1	8:00AM to 10:00PM	Rs. 20,000/- Per Hour, Penalty will be charged on hourly basis after section 12.5 e-iii- mentioned time hours.
2	10:00PM to 8:00AM	

b) Penalty on non-availability of manpower resources will be as mentioned in the below table:

Sr No	Resource	Penalty on non-availability of resource
1	Technical resource	Rs. 4000/- per resource per absent day / uninformed leaves

c) Penalty on the extension of planned downtime (Planned Event-PE)

Sr No	Window	Penalty on Planned Event extension
1	10.00 PM to 8.00 AM	Any extension beyond approved PE time frame, Penalty will be charged on hourly basis. Rs. 15,000/- per Hour.
2	8:00AM to 10:00PM	Any extension beyond approved PE time frame, Penalty will be charged on hourly basis. Rs. 25,000/- per Hour.

- Planned Event time has to be approved from GFGNL authority well in advance.

Penalty on damaging existing resources

- If Partially damage nonservice affecting, 10% of material cost as conveyed by GFGNL

- Any kind of damage (permanent or partial) with service affecting twice of full cost of the material will be penalized to selected bidder.
- For live service affecting per instances penalty will be applied to selected bidder based on number of services affected*Rs. 30,000 /-
- Due to bidder's negligence, if major outages are observed in GFGNL's network or served customer then GFGNL competent authority may imposed additional penalty with respect to number of affected nodes/services.

12.6 Liquidated Damages

1. The selected bidder shall perform the Services and comply in all respects with the critical dates and the parties hereby agree that failure on part of the selected bidder to meet the critical dates without prejudice to any other rights that the Tenderer have, may lead to the imposition of such obligations as are laid down in the Delay and Deterrent Mechanism and/or levy of penalty as set and/or termination of the Contract at the discretion of the Tenderer.
2. Penalties shall be capped as per Section 12.5, beyond which the Purchaser has the right to terminate the contract or a portion or part of the work thereof. The purchaser shall give 15 days' notice to the the selected bidder of its intention to terminate the Contract and shall so terminate the Contract unless the Bidder initiates remedial action acceptable to the Purchaser during the 15 days' notice period.
3. The Tenderer may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the selected bidder in its hands (which includes the Tenderer's right to claim such amount against selected bidders' Bank Guarantee) or which may become due to the selected bidder. Any such recovery or liquidated damages shall not in any way relieve the selected bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.
4. Delay not attributable to the selected bidders' shall be considered for exclusion for the purpose of computing liquidated damages.

12.7 Manpower Requirement:

Selected bidder shall deploy following minimum manpower resources at GFGNL NOC with no other responsibility to meet out the SLA.

Sr No	Resource	Minimum Resources	Minimum Qualifications	Minimum Experience
1	Technical Resource	2 (1 for each package)	B.E/ B.Tech., MCA, in IT /CS /EC/ET/EEE/Electronics	Total 5 years of working experience in Network operations. The deployed manpower should be OEM trained.

- a) Resources should be available 24 hours*7 days during the entire duration of the contract. Selected bidder may explore rotational wise shift for resources.
- b) For the first one year from the date of Go-live, one of the manpower should be OEM engineer. The engineer must be on the payroll of OEM payroll prior to posting for this project.

- c) Other than OEM manpower, other resources must be on Company's Payroll and quite acquainted with deployed technologies for this project/RFP. Training certificate to be provided in due course of time.

This is the indicative requirement however bidder has to ensure sufficient manpower deployment to meet Project Deliverables and achieve SLA without any additional cost to GFGNL

- d) The Technical Resource shall be deployed within 30 days from the date of issue of work order. Manpower should be available for 7 days a (full) week and will be allowed two off per month. NOC manpower should be 24*7 across 365 days per each package.
- e) SPOC(Lead) shall be available at GFGNL NOC during general working hours and shall be available on call as and when required including Holidays. Manpower will be allowed holidays as per the Gujarat Government holidays.
- f) Incase of change in resources 12.9 also applicable for internal resources knowledge transfer.

12.8 Training

The bidder needs to provide a comprehensive, on-site and offsite training on deployed solution to GFGNL team as and when asked including but not limited to detail understanding on functionality , troubleshooting and debugging.

12.9 Handover

- Inventory handover will be done by the bidder immediately after installation and commissioning of the equipment to the GFGNL employee or GFGNL deputed official from PIA along with knowledge of the local operation and maintenance of the installed equipment. Without giving knowledge of the local O&M, inventory handover will not be considered complete.
- The successful bidder is responsible for complete knowledge transfer, Operating Manuals and SOP's including, but not limited to:
 - (i) Details of application that are already hosted on the infrastructure.
 - (ii) Installation and configuration details of hardware and software deployed by the bidder including Low Level Design and High-Level Design.
 - (iii) Contact details of OEM and bidder representative for onsite warranty and back-to-back OEM support.
 - (iv) Detail understanding on troubleshooting and debugging
 - (v) Any other details that may be required/asked by GFGNL.

12.10 General Condition

12.10.1 The removal or addition of any cards shall not disrupt traffic on other cards and/or equipments.

12.10.2 A single point failure on the equipment shall not result in network or network management system downtime

12.10.3 The bidder shall provide detailed priced Bill of Quantity (BoQ) for every item/product. Against every item of the priced BOQ, the units, cards, modules, alarm cables, power cables, earthing cables, subrack, interconnecting cables, LC/PC-SC/PC patch cords, SC/PC dual adaptors, FC-PC patch chords, FC-PC adopters, LCT, LCT link cables, Recovery CDs, OS CDs, LCT CDs, SFPs etc. needs to be mentioned clearly in the priced BoQ. The priced bill of material shall be provided in the price schedule format only. The soft copy of the same shall be submitted along with the tender document. The bid submitted without the priced bill of material shall be rejected summarily. In case the price of the same unit/card/module differs between different items in the priced BoQ, the lowest price quoted shall be applied for all the similar items.

12.10.4 If any line item is missing in price BoQ then GFGNL decision for the product price would be final and Bidder is abide to provide product.

- 12.10.5 Dismantling of existing equipment, if any, is in the scope of bidder and all dismantled equipment and its accessories to be hand over to GFGNL authorized existing PIA in working condition only.
- 12.10.6 Separate terminal panel shall be supplied by the bidder which will serve as distribution frame where equipment side Ethernet cables & patching side Ethernet cables can be terminated. The bidder shall supply the equipment to terminate panel Ethernet cables.
- 12.10.7 The successful bidder should design the DCN network for the network devices and provide DCN devices e.g. routers and switches if required. GFGNL will confirm the design and provide necessary IP address and bandwidth in existing network set up. The external DCN plan for network management is to be finalized by the bidder and duly approved by GFGNL before the implementation of the same. The network devices should remain accessible from EMS even in case of cuts in OFC routes. The network should support Multi-Homing features.
- 12.10.8 Bidder has to replan network architecture as per delivery requirement and any inter-movement or re-architecture or re-deployment will be in scope of bidder. Bidder has to ensure final delivery including traffic reengineering, reconfiguration, movement of hardware, integration with existing nodes, EMS-NMS visibility, GIS update, any activity as require by GFGNL as part of WO/Contract.
- 12.10.9 Existing equipment is dismantled under this tender may be required to be swapped and redeployed at other location due to operational requirement of GFGNL. The successful bidder shall extend necessary support for same as required during the contract period. The cost of transportation and other logistics, in such case, shall be borne by bidder.
- 12.10.10 The Successful Bidder shall ensure the integration/interworking of equipment being supplied under this project with the all-existing Network/Equipment of the GFGNL. Along with EMS-NMS-GIS mapping & software integration.
- 12.10.11 The sites shall be made over with the following documents:
- 12.10.11.1 Approved layout plan.
 - 12.10.11.2 Asset details including card level equipage.
 - 12.10.11.3 Acceptance Test results and successful AT Certificate/AT Clearance memo.
 - 12.10.11.4 Details of O&M logs and preventive and corrective maintenance tests done.
 - 12.10.11.5 Prescribed preventive and corrective maintenance practices.
- Note: If delay in AT or commissioning occurs due to GFGNL dependency at site related to frequent fiber cut, site non-readiness, frequent power cuts, UPS/power failure, etc then the equipment commissioning date or AT certificate date shall be taken as the date when the system stability/AT failed for the first time due to the relevant/concerned GFGNL issue i.e. Power/UPS/Fibre Cut etc. as the case may be. The date of such first time failure instances shall be recorded by the bidder and signed jointly by GFGNL and bidder personnel and certified/approved by the project implementing agency.
- 12.10.12 The Supplier shall schedule his supplies in such a way, to ensure the installation, testing, and commissioning is completed as per schedule. The Supplier shall also ensure that those equipment that are meant for planning, design and installation shall be supplied as first set of items. The Bidder shall, as part of their Bid, indicate the sequence of supply of various items to appropriately take care the different lead times required for commissioning of the individual network elements to fit into the overall commissioning schedule.
- 12.10.13 "Commissioning" of a network element shall mean its putting into use, for carrying live traffic or for its intended use, after functional tests/ Acceptance Testing. The date of such putting into use will be considered for determining the significant date for purpose of assessment of liquidated damages if any, determination of commencement date for warranty date and qualifying for payment milestone.

12.10.14 All the infrastructure equipments and systems supplied shall have inbuilt facility to extend alarm through potential-less NO/NC (normally open/closed) contacts or through change of suitable voltage levels as required by the equipment. The minimum set of alarms required are:

- 12.10.14.1 Power failure alarm
- 12.10.14.2 High temperature alarm
- 12.10.14.3 Battery Low (Voltage of the battery bank below a threshold level) alarm
- 12.10.14.4 Cabin Door open alarm
- 12.10.14.5 Fire Alarm

The Successful Bidder shall provide the tag block, terminate the alarm cable in transmission room for enabling GFGNL to extend the alarms from the respective infra elements to the central EMS.

13. Functional and Technical Specifications:

A. Functional Requirements:

1. The bidder should make sure to Propose New network Solution with consideration to provide **dedicated 2 Gbps bandwidth at each OLT from SDC**. Existing network is built to provide dedicated 250 Mbps bandwidth at each OLT from SDC.
2. The solution should be readily upgradable to **10 Gbps bandwidth** at each OLT from SDC with minimum hardware requirement hence bidder to make sure to install appropriate chassis, slot etc. and only additional Card, SFP, patch-cords, other consumable active and passive item required at if required in future on discovered rates based on BOQ in this RFP.
3. Bidder to consider both layers i.e. i> Transport layer and ii> Transport Switch (in Package-A) and OLT (in Package-B) for the upgradation in such a way that maximum 5 or 6 OLTs to be planned in any 50 Gig capacity dual homed ring as mentioned in above network architecture subject to GFGNL competent authority approval.
 - 3.1. In Package – A, maximum 5 OLTs/Transport Switch are planned in dual homed topology so existing architecture need not to be changed and only dropping capacity, port capacity etc requirement to be checked if proposed solution is based on existing network i.e. using existing network element/chassis.
 - 3.2. In Package – B, 8 to 16 OLTs are planned in dual homed topology so bidder needs to plan number of OLTs as per below criteria where GFGNL provide the required fiber cores accordingly.
 - 3.2.1. No need to split ring upto 6 OLTs are planned in dual homed ring
 - 3.2.2. Need to split ring into 2 where 7 to 12 OLTs are planned in dual homed ring
 - 3.2.3. Need to split ring into 3 where more than 13 OLTs are planned in dual homed ring
4. Existing GFGNL TC(Taluka Centre),DC(District Centre) are also in bidder scope irrespective of functional requirement of network upgradation
5. Bidder to upgrade existing annexure route (TC-DC route) in Package-B to 100 G (upgradable to 400 G in future) and use this upgraded annexure path as third path for redundancy in Package-B. Existing capacity of annexure path is 1 G. This annexure route is consisting of around ~ 30 locations in three main sections as mentioned below.
 - 5.1. SDC (Gandhinagar) to Ranpur via Becharaji
 - 5.2. Chotila to Keshod via Bhavnagar
 - 5.3. Keshod to Dhrafa via Porbandar
6. Bidder may altogether propose new solution with different make and model of network elements and require reshuffling existing hardware with proper planning.
7. The bidder should make sure to use existing network optimally and minimum disruption to existing service while upgrading the network.

8. In current scenario traffic run from SDC for inter block/district level services. For provisioning of P2P/P2MP link from any block to any other block with links shortest path needs to explore rather than diverting link till SDC. The selected bidder has to provide the solution with the capability to run services from any block to any other block in any district across the state irrespective of package. Traffic design & equipment should be plan in a way that link delivery for inter package can be ensured without diverting traffic to SDC.
9. The solution should be built to provide the maximum protection for the services by using of any of the available fiber paths to protect the traffic Selected Bidder has to ensure for minimum 50% selected sites (as GFGNL is in process of additional ofc route works with purpose of ring shortning) planned equipment must support minimum 2 CNO and capable to support in future 3CNO, 4CNO depending on number of fiber route and with <50ms switch over time. GFGNL will share the name of the sites once bidder selected for the contract.
10. The bidder should use existing space and infrastructure available at GFGNL owned shelters or BSNL exchanges. Any new requirement for infrastructure (like additional equipment rack, power cabling, change in earthing or safety measures, MCB etc) should be borne by bidder with no extra cost to GFGNL. If required, bidder visit locations to get the idea of existing shelter of GFGNL.
11. Bidder has to keep in mind that GFGNL is already implementing L3 layer in existing network which is as of now in the initial stage, selected bidder has to ensure for provisioning of DWDM circuits accordingly
12. GFGNL is in process of shelter construction at few sites. Bidder has to ensure equipment shifting to GFGNL own shelter from BSNL exchange at “*” no of sites without any cost to GFGNL.
*As on 18th Aug,2023 approximately 344 sites shifting to own shelter completed out of 383

B. Technical Specifications:

Note: The technical specifications mentioned here is mainly for new make and model of different OEM to be supplied and installed.

1.1 General:

1. The equipment shall be fully compliant with ITU-T recommendation.
2. The Proposed equipment must follow the guidelines of ETSI standards.
3. DWDM/OTN/Packet traffic should be aggregated into the same lambda after timeslot adaption to different ODUk channel and ODUk multiplexing.
4. The line interfaces should support the tuning of the carrier frequency or pluggable optical module which can be tuned to any of on all the working channels defined in ITU-T Recommendation.
5. The proposed solution should support the implementation of GMPLS (RFC 3945) and ASON (ITU-T G.8080).
6. Selected bidder will have to supply EMS (Element Management System) for any new OTN, DWDM or any other transport device other than existing OEM Transport Device. Selected bidder will also have to supply EMS (Element Management System) for any new functionality in existing OEM. Further, selected bidder & their OEM partners will have to facilitate integration of all these EMSs with GFGNL’s existing NMS (Network Management System) through API or any other suitable mechanism as per the requirement of GFGNL’s NMS application and up to the satisfaction of GFGNL.
7. Span Budget - The system shall be able to support mixed operation of 10G/100G/200G/400G line rates sharing the same mux/de-mux hardware as well as be upgradeable in service (without traffic interruption) to carry 100 Gbit/s higher rate channels.
8. The equipment shall support other service, such as E1,STM-1/4/16 using CES Interface, FE/GE/10G/100G using the IP/MPLS & MPLS-TP, FC using Transponder/Muxponder or using OTN-XC based on requirements as and when needed.
9. The 100G line card shall support any mixture of ODUk (K=0,1,2,2e,3,4) granular multiplexing into ODU4.

10. The offered system shall support built-in OSNR, CD, PMD and optical monitoring for any optical channel (for example, power per channel, OSNR Per Channel).
11. For the 100G OTN switch function, traffic should be groomed either by cross connection cards/cross connect on OTN card, and backplane, should not by bridge/auxiliary cards or external pigtails.
12. The network shall support mapping 10GE/100G LAN PHY to ODU2/4.
13. The network shall support the clock transparency to Synchronous Ethernet PHY (SyncE) GE interfaces.
14. The equipment shall also support the Ethernet service L2 aggregation of FE/GE/10GE/100GE, and mapped into ODUk(k=0,1,2,3,4,flex) to save the bandwidth
15. The network shall be designed taking the following parameters into account.
 - (i) Section/span loss – 32dB
 - (ii) Span Margin : 5 dB
 - (iii) End to end OSNR – better than 12db for 100G and better than 18db for 200 G
16. Backplane capacity must be minimum of 1 Tbps
17. Equipment shall run on DC input voltage in the range of -42V DC to-60V DC. and shall operate at ambient temperatures in the range of 0°C to 70°C to sustain operation during outage, 5% to 85% Relative Humidity

1.2 Switching

1. The bidder shall detail the capacity of the integrated OTN switch, its granularity, and types of supported OTN tributary /lines cards (O-E-O) used for sub-lambda grooming and aggregation as well as their tune ability support.
2. The sub-wavelength cross connect fabric shall be based on ODUk(k=0,1,2,flex).
3. OTN/Packet traffic should be aggregated into the same lambda after timeslot adaption to different ODUk channel and ODUk multiplexing.

1.3 Protection

1. The Proposed Network design shall describe in detail (with diagrams) the available network level protection schemes at the optical layer (OMS, OCh) with regards to 1+1 SNC protection and 1+1 optical line protection detailing the modules used to achieve such a protection, the switching criteria, the protection range (i.e. OTU traffic module, OCh, line fiber) as well as the protection switching times.
2. The network design shall describe detailed protection schemes and switching times for a ring or meshed structure considering data traffic as a client interface. Moreover the design shall indicate if any of those modules are single points of failures (for example if the working and protection Transponder pair can be housed in different sub-racks).
3. The system must support ODUk SNC/N and SNC/I protection.
4. For the ODUk SNC 1+1 protection, it should be possible to configure a hold-off timer as specified in ITU-T recommendation.
5. The equipment should support ODUk network restoration.
6. The equipment should implement OCh protection switching mechanisms.
7. Network Traffic / Services shall be available and switch or restores as per the ITU-T standard until fiber path is available.
8. The OTN-XC equipment shall support ASON from day one with all required software and hardware. The DWDM Equipment shall be capable of supporting of WSON as per future requirement.
9. Equipment should support, ERPS (Ethernet Ring Protection Switching - G.8032), FRR (Fast ReRoute)
10. The Protection switchover time should be less than 50 ms.
11. Equipment end protection with Power, controller, fabric protection and Hot-swappable modules.
12. Equipment must support minimum two-way-ring protection however, bidder has to plan 50% of the selected sites minimum support 2 CNO(can support 4*100G provisioning), and must be capable to support 3CNO,4CNO depending on no of fiber route and with <50ms switch over delay. GFGNL will share the name of

the sites once bidder selected for the contract. For all these new equipment, minimum support for 2CNO (3 way protection) is require. Equipment should have capability to increase protection in existing chasis with additional card/port addition.(Reference Diagram -01)

13. In future, Additional sites where 2CNO ,4CNO required more than 50% will be purchased on BOQ discovered prices.
14. Proposed OTN/DWDM network should facilitate ASON protection (Both Optical and electrical) as per service demands

1.4 Ethernet/MPLS/Routing Feature

1. The solution should support VLAN, QinQ based services, Quality of Service (QoS) as per IEEE 802.1p, programmable CIR (Committed Interface Rate), PIR (Peak Interrace Rate).
2. The solution shall support LAG (Link Aggregation Group) which can protect port with LACP (Link Aggregation Control Protocol) applied for.
3. The solution shall support DLAG (Distributed Link Aggregation Group) which can protect inter-board port with LACP (Link Aggregation Control Protocol) applied.
4. Equipment should support BFD (Bidirectional Forwarding Detection), RFC 2544 benchmark testing.
5. Automatic switchover between working and protecting and vice versa shall be executed less than 50 ms.
6. Equipment should support provisioning of different services such as VPWS, VPLS, H-VPLS, ELAN, EVLAN, EVPL, EPL, E-TREE, E-ACCESS.
7. Equipment should support RSVP-TE, LDP, MPLS-TP LSP Static provisioning, MPLS-IP, MS-PW (Multi Segment Pseudo Wire)
8. LSP and PW protection must be provided.
9. Revertive and Non-revertive operation must be provided.
10. Lockout of protection forced switch and manual switch commands shall be supported.
11. Equipment should support basic routing functionality such as Static Routing, IPv4, IPv6, OSPF-TE routing protocol, ISIS-TE routing protocol.
12. Equipment should support ACL (Access Control List), Radius, IEE802.1x, SSH, SSA, IGMP, PIM protocol.

1.5 Switching Fabric

1. The equipment will be equipped with one centralized fabric that performs connections at ODUk(=0, 1, 2, 3, 4, flex) level.
2. The switching fabric should be strictly non-blocking for all the implemented cross connections.
3. The switching fabric should be hot backup.
4. The equipment control and communication unit should be hot backup.
5. The switching fabric should be able to make cross connections or services driven by EMS/NMS, control plane and resilient mechanisms.
6. The switching capacity currently available should be sufficient in the backbone network.
7. The equipment shall provide an OCh switching fabric.
8. The OCh switching fabric should be strictly non-blocking for all implemented types of cross- connections.
9. The OCh switching fabric should be able to make cross connections driven by EMS/NMS, control plane and resilient mechanisms.
10. The OCh switching should support Directionless and Colour less configuration and the vender should depict the configuration with schematic diagram.

1.6 Synchronization

1. The equipment must support clock recovery from GE(GFP-T)/GE/10GE LAN/40GE/100GE interface.
2. The equipment must support SyncE, DCR, ACR.

3. The equipment shall support at least two inputs & outputs interfaces for IEEE 1588V2 BC with ToD interface, please indicate the detail of time synchronization including electrical specification, networking, etc.

1.7 Interfaces Supported

1. 10/100/1000bT/1 Gig/10 Gig/100 Gig/200 Gig/400 Gig Ethernet
2. OTU1/OTU2/OTU2e/OTU3/OTU4
3. 200G/400G DWDM/OTN
4. FC100/200/400/800/1200
5. DVB-ASI, SDI 270, HD-SDI 1.5G/3G

1.8 Transponders and Muxponders

1. 10 x 10G Transponder/Muxponder
2. 400G/200G/100G Transponder/Muxponder

1.9 Network Management

1. Web-based UI
2. Network Management System
3. EMS-APT
4. EMS-SNMPv2/v3

14. Warranty and Services:

- a) The successful bidder shall provide on-site comprehensive warranty for 10 Years for all supplied Network Devices, including part replacement /repairs at no cost to GFGNL within 24 hours of reporting, hardware related software updates; upgrades; patches and bug fixes for hardware and related Software from OEM for 24 x 7 x 365 days and operating support as and when required
- b) On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back supported by the OEM. The bidder will warrant all the hardware against defects arising out of faulty design, materials and workmanship etc.
- c) Free maintenance services will be provided during the period of warranty. Professionally qualified engineer who have expertise in the Network Devices and its parts supplied by the bidder will provide these services.
- d) The maximum response time for a maintenance complaint shall not exceed 2 hours.
- e) The Bidder shall provide replacement equipment if any equipment is taken out of the premises for repairs.
- f) Bidder has to submit preventive maintenance report every quarter post AT till handover of complete network to GFGNL or existing PIA or contract period whichever is later.

15. Implementation Timeline & Penalties:

Sr No	Milestone	Deliverables	Timelines	Penalty
1	Signing of Agreement	- Agreement and Performance Bank Guarantee	T+15 Days	Rs 1,000,00 /- per week up to 4 week , beyond 4 week Tenderer may cancel the letter of award/work order and forfeit EMD.

2	Supply of Items by SI	- Delivery Challan - Invoice Copy - 10 years warranty certificate issued by respective OEMs for each hardware	T+90 Days	1% of total value of delayed item (as per Price BOQ) per week up to 4 week , further 2 % per week up to 12 week and delay beyond 12 weeks from Schedule timeline, GFGNL may terminate the contract and Forfeit the PBG)
3	Installation and configuration of supplied equipment to complete backhaul upgrade as per scope of work of this RFP	Installation Report & UAT, NMS integration of EMS and AT of inventory, live status, SLA, PM reports in NMS.	T+120 Days	2% per week up to 4 week Delay Beyond 4 weeks from Schedule timeline, GFGNL may terminate the contract and Forfeit the PBG)

T = Date of issuance of work order

Manpower Penalty:

Sr No	Milestone	Deliverables	Timelines	Penalty
1	Resource Deployment	- Attendance Report	T+30 Days	Rs 10,000 /- per week per person or part there of
2	Resource Availability	- Attendance Report	Instance beyond admissible leave	Non reporting/ Un sanctioned leaves/ Absent / Non replacement. Penalty of Rs 5000 /- per day per resource

Note:

- 1> All 3 penalties mentioned in "Implementation Timeline and related penalties" section are mutually exclusive and will be calculated independently.
- 2> Maximum penalty cap for all types of penalties as mentioned above is 20% of price bid(A0).
- 3> Prior intimated leave of absence will be allowed for 12 days for the period of initial six months per designated resource. If resource consumes additional leaves beyond 12 days, penalty will be applied. Beyond the six months of deployment, resource will get 2 leaves per month and if resource take additional leave beyond 2 days in a month than penalty will be apply.
- 4> Any delay which do not attributed to bidder will be excluded (like fibre loss, GFGNL infra readiness dependency on GFGNL, access issue for more than 1 week at shelter site)
- 5> Incase of change in resources 12.9 also applicable for internal resources knowledge transfer.

16. Terms & Conditions:

1. Selected bidder shall make arrangements to install and commission the Network Devices and its parts at GFGNL shelter/BSNL co-lo sites or at selected premise by GFGNL.
2. The supplied Network Devices and its parts by selected bidder shall be new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. Bidder has to ensure firmware upgrade time to time during contract period.
3. Bidder is required to quote one OEM make.. Further, bidder is not allowed to change the quoted make/OEM during the contract tenure. Bidder has to supply single OEM product across all location.
4. Bidder have to take care of all safety precaution during installation and commissioning of all supplied hardware at site.
5. Selected agency shall supply all required accessories for installation, commission & testing of Network Devices and its parts.
6. GFGNL shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply required for hardware.
7. The rates quoted by the bidder shall include transportation, loading/unloading and labour charges for all scope of work mentioned in this RFP. No additional payment other than what has been quoted for in the tender shall be payable to the selected bidder under any circumstances.
8. Bidder shall have to print the name of the tenderer and /or logo on sticker and paste on each Network Devices and its parts at site. Proper labling, routing of cable to be ensured.
9. GFGNL will align for acceptance within 72 hours post offer of AT by selected Bidder.
10. Selected Bidder shall ensure that there is no loss or damage to the property of shelter or at premise selected by GFGNL while executing the Contract. On account of any negligence, commission or omission by the engineers of the Bidder/OEM and if any loss or damage caused to the Equipment's /servers/ other devices, the Bidder/OEM shall indemnify/pay/reimburse the loss suffered by the GFGNL.
11. The rate provided by the selected agency will be valid for 24 Months from the date of award of work. After 24 Months of awarded work order, the rate will be valid with inflation or mutual agreement between GFGNL and selected bidder.
12. All hardware & software licenses should be in name of GFGNL and all licenses should be perpetual.
13. Bidder to ensure removal of waste (Packaging material, boxes, waste etc) within 2 days post installation at site at own cost.

17. Selection of bidder & Notification of Award / Purchase Order

- a) Evaluation of bids shall be done on Least Cost/Lowest Cost (L1) criteria. L1 will be the lowest sum total of rates of all line items without taxes.
- b) Bidder selected as L1 will be awarded for the Supply, Installation, Testing and Commissioning of Network Devices and its parts.

18. Risk Purchase

If the selected bidder fails to perform its obligations (or any part thereof) under this scope of this RFP or if the scope of this RFP is terminated by the Tenderer due to breach of any obligations of the selected bidder under scope of this RFP, the Tenderer reserves the right to procure the same or equivalent Hardware / Services / Deliverables from alternative sources (Including from L2 bidder if L2 bidder agrees to match the price of L1 discovered rate) at the selected bidder's risk and responsibility. Any incremental cost borne by the Tenderer in procuring such Hardware /Services/ Deliverables shall be borne by the selected bidder. Any such incremental cost

incurred in the procurement of the such Hardware /Services/ Deliverables from alternative source will be recovered from the pending due and payable Payments /Security Deposit / Bank Guarantee provided by the selected bidder under this scope of this RFP and if the value of the Hardware/Services/ Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process. The procurement from alternate source shall be done, as far as possible, through Government's procurement guidelines as deemed appropriate by the tenderer.

19. Terms of payment

- a) No advance payment (s) will be made.
- b) Bidder is free to submit invoice every fortnightly.
- c) Fortnightly raised invoice should include total value of material installed at various sites.
- d) Bidder has to prepare solution accurately in such a way that no deviation in quantity mentioned in priced BOQ would change later after issuing work order.
 - a. If quantity of material found lesser at the end of completion of project than buyer may ask bidder to keep the unused material and no payment to be released for such material which is not used.
 - b. If quantity of material found higher at the end of completion of project than bidder has to bare the cost for material installed above mentioned quantity in priced BOQ.
- e) The taxes shall be mentioned separately and will be applicable as actual as per the time of billing. All invoices should be raised from Gujarat.

Sr No	Milestone	Deliverables	Invoice submission frequency	Payment Terms
1	Supply of Items by SI	- Delivery Challan - Invoice Copy - 10 years warranty certificate issued by respective OEMs for each hardware	As and when material is received in batches within timeline of 90 days	30% of total CAPEX value of supplied equipment in a respective batch
2	Installation and configuration of supplied equipment to complete backhaul upgrade as per scope of work of this RFP	Installation Report & UAT Report. EMS Visibility. Live Traffic migration atleast for a 1 week.`	Fortnightly	30% of total value of material installed at various sites as derived from the certified installed quantity and unit price discovered in priced BOQ.
3	Completion of first cooling period of 90 days	Integration of supplied EMS with GFGNL's existing NMS. Successful integration of inventory API in NMS, Node visibility along with operational status. Resolution of any technical and functional punch point/issues as raised by GFGNL team.	At the end of cooling period for respective invoices submitted against payment milestone 2	20% of total value of material installed at various sites as derived from the certified installed quantity and unit price discovered in priced BOQ.

Sr No	Milestone	Deliverables	Invoice submission frequency	Payment Terms
		Achieved SLA as defined in RFP		
4	Completion of second cooling period of 90 days	Successful integration of performance parameter API in NMS. Resolution of any technical and functional punch point/issues as raised by GFGNL team. Achieved SLA as defined in RFP. Successful HOTO completion and issuance of Go-Live	At the end of cooling period for respective invoices submitted against payment milestone 2. post completion of complete network migration to new solution with minimum one month traffic working on network	20% of total value of material installed at various sites as derived from the certified installed quantity and unit price discovered in priced BOQ.

20. Taxes

- The quoted offer should be exclusive of Taxes. Taxes shall be paid extra on actual, as applicable. The taxes prevailing at the time of raising the invoice shall be paid. GFGNL shall deduct appropriate tax as applicable at source from the payment against the delivery & services and corresponding TDS certificate shall be issued. All invoices should be raised from Gujarat.
- The bidder shall meet the requirements of applicable Goods & Services Tax (GST).
- Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

21. Annexures & Check list

1 Annexure I: Bid Document checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
Qualification Criteria			
1.	Demand Draft as bid processing fee		
2.	EMD as Bid Security (DD/ BG as per Annexure V)		
Technical Qualification			
3.	Cover Letter (Annexure I)		
4.	Bidder's information sheet (Annexure II)		
5.	Enclose copy of Certificate of Incorporation/ Registration Certificate of the firm certificate		
6.	Copy of Certificate from the Statutory auditor/CA clearly specifying the annual turnover for the specified years. (2019-2020, 2020-21, 2021-22 & 2022-23).		
7.	A copy of the OEM Partner Certification must be submitted		
8.	Copies of Purchase Order (s) having executed the similar orders in last three years (from date of Bid) to be enclosed along with Technical Bid		

9.	MAF issued by OEM for the proposed product as per format mentioned in Annexure -VIII		
10.	Acknowledgement/ Copies of Income tax refund (ITR) filed for last three financial years i.e. 2019-2020, 2020-21, 2021-22 & 2022-23		
11.	Copy of Certificate of Registration /Copy of certificate of incorporation / partnership deed (if applicable)		
12.	Copy of valid GST registration		
13.	Copy of valid PAN card		
14.	Undertaking by the bidder for not being barred by any State/ Central Government/PSU (Annexure IV)		
15.	Un-Priced BOM		
16.	Annexure IX,X,XI,XII,XIII		
Financial Proposal			
17.	Annexure VII Online		
18.	Priced Detailed BOM Physically		

2 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 **RFP for Selection of Agency for Supply, Installation, Testing and Commissioning and Support of Network Devices and its parts for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat (Reference No: GFG/DST/BharatNet/ Infrastructure /2020/490)** 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 document (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.

Deviation : We declare that our technical bid is in accordance with the bid documents including related corrigendum. We hereby declare that all technical specifications mentioned in RFP (including all annexure and corrigendum) are acceptable to us without any deviations, exclusions and assumptions. The bid submitted by us is fully complied with all the terms and conditions mentioned in RFP (including all annexure and corrigendum).

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:

3 Annexure III: Bidder Information Sheet

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

S No	Particulars to be provided	Responding Firm's / Company Details to be provided	
Basic details			
	Name of the Bidder		
	Correspondence details of the Bidder:	Corporate Office	Local Office
	Telephone No & Email Address		
	Contact person details (Name, Designation Contact number etc.), to whom all references shall be made regarding this RFP		
	Details of ownership (Name and Address of the Board of Director, Partners etc.)		
	Name of the authorized Signatory who is authorized to sign all the relevant documents		
	Annual Turnover for last three years (INR Lakhs)	2019-20	
		2020-21	
		2021-22	
		2022-23	
	Address of office in Ahmedabad/ Gandhinagar (if any)		
Details for registration under Companies Act, 1956			
	Registration Number of the Bidder in case of company/LLP		
	Place of registration		
	Date of registration		
	Product/service for which firm is Registered		
	Validity Period, if applicable		
Details for registration with appropriate authorities			
	GST registration details Registration number and details)		
	PAN No		

Authorized Signatory**Seal of the Company****Name & Designation****Date**

4 Annexure IV: 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 **RFP for Selection of Agency for Supply, Installation, Testing and Commissioning and Support of Network Devices and its parts for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat (Reference No: GFG/DST/BharatNet/ Infrastructure/2020/490)** as an Owner/Partner/Director of _____, I/We hereby declare that presently our Company/Firm _____ not have been barred from participating in any tender/ providing services/procurement process or supply of materials by an organization/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:

5 Annexure V: Format for Bank Guarantee for Earnest Money Deposit (EMD)

To

Dated:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the **RFP for Selection of Agency for Supply, Installation, Testing and Commissioning and Support of Network Devices and its parts for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat (Reference No: GFG/DST/BharatNet/ Infrastructure /2020/490)**”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

Request for Proposal (RFP) for Selection of Agency for Supply, Installation and Commissioning to upgrade backhaul network for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat

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

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

Dated at _____ on this _____ day of _____ 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

Request for Proposal (RFP) for Selection of Agency for Supply, Installation and Commissioning to upgrade backhaul network for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat

6 Annexure VI: Bank Guarantee for Performance Bank Guarantee (PBG)

(To be typed on non-judicial stamp paper)

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 **RFP for Selection of Agency for Supply, Installation, Testing and Commissioning and Support of Network Devices and its parts for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat (Reference No: GFG/DST/BharatNet/ Infrastructure /2020/490)**”, 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.

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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

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7 Annexure VII: Financial Bid Format

S/ No.	Description of Item	UoM	Qty (A)	Unit Rate (w/o Tax) (B)	Total (C = A x B)	Taxes as applicable (%)
1)	Supply, Installation, Testing and Commissioning, and handover of all the required hardware, software, licenses, Accessories, labor cost etc. to upgrade the backhaul network as per scope of this RFP	Lumpsum	1			
2)	Deployment of resource	Man month	50			
Grand Total (A0)						--

Note:

- Above mentioned quantities for serial number 2 of financial bid is indicative in nature and having upper capping of 50 Mannonth. However, the payment will be made on actual deployment basis. Bidder may deploy more manpower to meet the Project deliverables within timelines without any additional cost to GFGNL.
- Bidder is required to quote one make & model for each line item of below mentioned priced BOQ. Further, bidder is not allowed to change the quoted make/OEM once the financial bids are open.
- Sum total of B0 of priced BOQ must match with serial number 1 of financial bid. All the service or labor charges must be mentioned separately as single line item in priced BOQ.

Priced BOQ

Sr No	Item Code / Part number / Model number/Service	Item Description	OEM Name	Quantity	Unit Price	Total Amount (Excluding Applicable Taxes)	Remarks/Location	Taxes as Applicable (%)
A	B	C	D	E	F	G = E*F	H	
1								
2								
3								
4								
5								
.								
.								
Grand Total (B0)								

Note:

- Payments shall be made by the GFGNL as per the terms and conditions of the RFP and no extra charges shall be paid by GFGNL.
- The Selected bidder has to ensure minimum 5% spare inventory of all kind of material quoted in price BOQ in annexure VII, before handing over network to GFGNL or authorized PIA.
- For financial evaluation, Price excluding Tax shall be taken into consideration.
- The taxes shall be mentioned separately and will be applicable as actual as per the time of billing.

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5. For backhaul upgradation during this RFP any missing line items-labour & service material-in BOQ, no additional payment will be made by GFGNL and selected bidder has to fulfill the requirements free of cost of those material& services.
6. Bidder needs to give complete BOM(Bill of Material) with commercial for each sub component supplying under main component Physically in sealed envelope as mention above. And that discovered rate is applicable throughout the term of the contract. Bidder needs to give above mention un-priced BOM in Technical Bid Format.

All invoices should be raised from Gujarat.

8 Annexure VIII: MAF

Manufacturer’s Authorization Format (MAF) From OEM

Ref:

Date:

To

.....,
.....,
.....,

Subject: Manufacturer Authorization Letter for RFP No.

Sir,

We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by <Bidder Name> having their registered office at <Bidder address>, hereinafter referred to as Bidder. We <OEM Name> authorize <Bidder’s name> to quote our product for above mentioned tender.

We confirm that we have understood the delivery & installation time lines defined in the tender. We confirm that we have worked out all necessary logistics and pricing agreement with <Bidder name>, and there won’t be any delay in delivery, installation and support due to any delay from our side. Our full support is extended in all respects for supply, warranty and maintenance of our products. We also ensure to provide the required spares and service support for the supplied equipment as per tender terms. In case of any difficulties in logging complaint at bidder end, user shall have option to log complaint at our call support Centre.

We hereby declare that the proposed product complies with all the specifications defined and desired in this RFP and subsequent corrigenda. If any product is declared end of support, we shall proactively ensure that a suitable equivalent or higher roll over product is offered through the existing bidder <(Bidder)> to GFGNL for due approval, contract and order executions thereafter without any additional cost to the GFGNL.

We understand that any false information/commitment provided here may result in <OEM’s Name> getting blacklisted/debarred from doing business with GFGNL.

We hereby confirm that the offered Product in the referenced RFP will be provided unconditionally with a back to back warranty, support services and parts availability etc. for proposed product etc. available for the period of Ten years from FAT through M/s _____ (SI/Bidder). We also confirm that offered product will not be EOL within 10 years from Bid submission date.

Sr No	Product Name	Make & Model

Thanking You

For <OEM/ Manufacturer name>

< (Authorized Signatory)>

Name:

Designation:

Contact Details:

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Seal of the Company

NOTE:

1. The letter should be submitted on the letter head of the manufacturer / OEM and should be signed by the authorized signatory.
2. Any deviation would lead to summarily rejection of bid.

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9 Annexure IX:: Non-Disclosure Agreement (NDA)

Ref:

Date:

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

Dear Sir,

Confidentiality Agreement

We acknowledge that during providing services to [name of client] (“you” or “Company”) pursuant to [scope of services] (“Engagement”) we shall have access to and be entrusted with Confidential Information. In this letter agreement (“Agreement”), the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to you and your business that is provided to us pursuant to the <work order no. & date>.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential.
2. We shall use the Confidential Information solely for the Engagement.
3. We shall not disclose Confidential Information to any third party other than those permitted by clause 4 below.
4. This Agreement shall not prohibit disclosure of Confidential Information:

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- i. to our partners, directors, associates, affiliates, agents, subcontractors and employees (“Engagement Team”) who need to know such Confidential Information to perform and assist with the Engagement.
 - ii. to our partners, directors, associates, affiliates and /or such other parties who facilitate the administration of our business or support our infrastructure in both cases (a) in order to perform client and engagement acceptance procedures (including but not limited to the identification of potential conflicts of interest or compliance with independence requirements), (b) for purposes of internal risk assessments and (c) to support the maintenance of quality and professional standards in the delivery of services (e.g. through the involvement of professional practice and policy departments, the participation in quality assurance measures or the establishment and maintenance of knowledge databases). However, we shall remain responsible for preserving confidentiality if Confidential Information is shared with or accessed by parties mentioned herein.
 - iii. with your prior written consent, such consent not to be unreasonably withheld.
 - iv. to the extent that such disclosure is required by any law, rule or regulation.
 - v. to our professional indemnity insurers and advisors in which event we shall do so in confidence only.
5. You shall inform us in writing if, during the Engagement, the Engagement Team will have access to any unpublished price sensitive information, whether of the Company or any other entity. You agree that we shall not be responsible for determining the difference between price sensitive and non-price sensitive information that would form part of the information disclosed to us. All information supplied to us (in whatever form) which is not in the public domain will be treated as Confidential Information for the purposes of the Engagement. Further, you shall be responsible to obtain legal advice to ensure that information disclosed to us is not in contravention of any applicable laws and regulations.
6. Upon your written request we shall arrange delivery to you of the Confidential Information received from you, that is in documentary or other tangible form, except:
 - i. retention required for a disclosure permitted by clause 4 (iii) above; and
 - ii. to the extent that we require to retain sufficient documentation that is necessary to support any advice, reports, or opinions provided by us.

The documentation retained will continue to be subject to confidentiality obligations set out in this Agreement.

7. This Agreement shall not apply to Confidential Information that:
 - i. is in the public domain at the time it is acquired by us or enters the public domain after that, otherwise than as a result of unauthorized disclosure by us.

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- ii. is already in our possession prior to its disclosure to us.
 - iii. becomes lawfully available to us from a third party whom we believe to be free from any confidentiality restriction.
 - iv. is independently developed by us or for us without reference to your Confidential Information.
8. This Agreement shall continue for two years from the date of this Agreement unless and to the extent that you may release it in writing. Where any definitive agreement is executed in connection with the Engagement, this Agreement shall be read together with the definitive agreement and be governed by the same.
9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
10. We acknowledge that no failure or delay by you in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except for the contracting parties to this Agreement, no third party shall have any right to enforce or rely on any provision of the Agreement. In no event shall either party be liable for any indirect or consequential losses or damages.
11. This Agreement shall be governed by and construed in accordance with Indian laws without reference to the conflicts of laws principles and any dispute arising from it shall be subject to the exclusive jurisdiction of the courts in New Delhi, India.
12. I hereby declare that I meet all the workshop Eligibility Criteria and the information provided by us is true. At any point of time if GFGNL found that information provided is incorrect or false in nature then they may cancel our proposal and may blacklist.

With kind regards

Yours sincerely

For (Insert the Entity Name)

Partner / Executive Director / Director

Agreed and Accepted For (Insert Client Name)

Signature:

Request for Proposal (RFP) for Selection of Agency for Supply, Installation and Commissioning to upgrade backhaul network for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat

Name:

Title/position:

Date:

Seal:

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10 Annexure X : Declaration of Acceptance of Terms and Conditions of RFP

(To be submitted on the Letterhead)

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

Ref.: Tender no. <Tender Reference no.> Date <dd/dd/yyyy

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender no.]

Regarding "Selection of Agency for Supply, Installation and Commissioning to upgrade backhaul network for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat.

I declare that all the provisions of this Tender Document are acceptable to my <Bidder Entity>. I further certify that I am an authorized signatory of my <Bidder Entity>. and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Authorized signatory of the Bidder)

Name :
Designation :
Seal :
Date :
Place :

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11 Annexure XI : Integrity Pact

Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat, hereinafter referred to as "The Principal".

And

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the principal may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1: Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of

competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security. 71
2. If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor penalties of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of businessdealings".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the principal before contract signing.
2. The principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.
3. The principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Sub contractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, ITD.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the

Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, ITD within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the ITD Board.
8. If the Monitor has reported to the Chairman ITD, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman ITD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders & months..... the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of ITD.

Section 10: Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the

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Registered Office of the Principal, i.e., New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the principal)
Contractor) (Office Seal)

(For & On behalf of Bidder/
(Office Seal)

Place..... Date

Witness 1:
(Name & Address)

Witness 2:

(Name & Address)

xxxxxx-END-xxxxxx

12 Annexure XII : Land Border (Bidder)

On letterhead Bidder

Sub : Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: Bid Number: __

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise GFGNL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of **M/s <<Name of Company>>**

13 Annexure XIII : Land Border(OEM)

On letterhead of OEM

**Sub : Undertaking as per Office Memorandum No.: F.
No.6/18/2019-PPD dated 23.07.2020 published by Ministry
of Finance, Dept. of Expenditure, Public Procurement
division**

Ref: Bid Number: _

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that our quoted product and our company are not from such a country, or if from such a country, our quoted product and our company have been registered with competent authority. I hereby certify that these quoted product and our company fulfill all requirements in this regard and is eligible to be considered for procurement for Bid number

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority; otherwise GFGNL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of M/s <<Name of Company>>