

Gujarat Fibre Grid Network Limited (GFGNL)

Department of Science & Technology, Government of Gujarat

Request for Proposal(RFP) for the Extension of the GFGNL connectivity services to connect Urban Government offices through Revenue sharing partners(RSPs) with or without leveraging GFGNL infrastructure.

GFGNL/UB/2024/RSP, Dated: 16/03/2024

GFGNL Ref No: GFGNL/GFG/e-file/263/2024/0028/Commercial-Utilization

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Abbreviation/ Acronym	Description
BG	Bank Guarantee
BoQ	Bill of Quantity
CPE	Customer Premise Equipment
DD	Demand Draft
DST	Department of Science and Technology, Government of Gujarat
DoT	Department of Telecommunication
EMD	Earnest Money Deposit
FAT	Final Acceptance Test
GFGNL	Gujarat Fibre Grid Network Limited
GoG	Government of Gujarat
Gol	Government of India
GPON	Gigabit Passive Optical Networks
GP	Gram Panchayat
INR	Indian Rupees
LoI	Letter of Intent
MoU	Memorandum of Understanding
N/w	Network
NDA	Non-Disclosure Agreement
NOC	Network Operation Center
O&M	Operation & maintenance
OEM	Original Equipment Manufacture
OFC	Optical Fibre Cable
OLT	Optical Line Terminal
ONT	Optical Network Terminal
OTDR	Optical Time-Domain Reflectometer
PoP	Point of Presence
PSU	Public Sector Unit
RF	Radio Frequency
RFP	Request for Proposal

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RoW	Right of Way
SIA	State Implementing Agency
SLA	Service Level Agreement
SOR	Schedule of Requirements
SPV	Special Purpose Vehicle
RSP	Revenue sharing Partner
PBG	Performance Bank gaurantee
OFC	Optical Fiber Cable
ISP	Internet Service Provider
NLD	National Long Distance

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1. Introduction

1.1 Invitation to Bidders

The Gujarat Government has setup an SPV namely “Gujarat Fibre Grid Network Limited (GFGNL)” to implement Phase-II of BharatNet Project in Gujarat. This SPV has been created to synergize with the efforts of Government of India under the National Optical Fibre Network and Digital India initiative and make focused efforts to actualize a state-to-village fibre grid and to facilitate building common Government owned infrastructure to provide internet facilities to residents of State of Gujarat.

GFGNL laid around 35,000+ KM of Optical Fiber Cable (OFC), along with active network elements like DWDM in core network and GPON technology in access network. The Network Operating Center (NOC) has been created in Gandhinagar and it houses all other key network elements like EMS, NMS, GIS, etc. The DWDM technology at core level is being used for creating the state-wide backbone network route and GPON technology is deployed for providing last mile connectivity from the backbone network to the Gram Panchayats. As on date, GFGNL has an active connection base of around 15,000 Nos which includes government institutes and targeted to connected 20,000 more in next 3 / 4 years.

In order to deliver services to the various customers, GFGNL intends to select RSP (Revenue sharing Partner) who will help GFGNL to extend connectivity from nearest GFGNL Point of Presence (PoP) to the Customer Premise. The selected RSP shall be responsible for deploying 2F/4F/6F/Suitable OFC along with the required accessories (Patch Chords, Splitters, Joint Enclosures, brackets and FDMS etc.) or utilization of owned or rented active or passive network components from GFGNL PoP to the Customer Premise across the state. The selected RSP shall use their existing active and passive network components to deliver services at customer premise during submission of connectivity plans.

Interested bidders are advised to study this document carefully before submitting the proposals in response to the RFP. Submission of a proposal in response to this document shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

Successful Bidder has to deliver various services [Point to Point secured leased circuit, Intranet leased line (service location to SDC Gandhinagar), Broadband Internet (Asymmetric BW), Internet Leased Lines (ILL) Symmetric BW] to all government institutions comes under MC (Municipal Corporation), ULB (Urban Local Body), City area of Gujarat state.

Wherever the bidder is having presence in rural area and we require their services, GFGNL may engage to avail their services.

Interested bidders may download the document from Tenders | GFGNL (<https://bharatnet.gujarat.gov.in/home>). Any subsequent corrigenda/clarifications shall also be made available on the same portal. Bid proposals must be received not later than time and date mentioned in the key events and dates. Bid proposals received, in part or full, after the deadline will not be considered in this procurement process.

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1.2 Definition

1. In this document, the following terms shall have following respective meanings:
2. "Tenderer" means Gujarat Fibre Grid Network Limited(GFGNL),Gandhinagar.
3. The "Bid Document" and "Tender Document" are the same.
4. "Acceptance Test (AT)" means the acceptance testing of the network equipment & software solution commissioned for the project at all/specified locations.
5. "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.
6. "Authorized Representative/" shall mean any person/ authorized by either of the parties.
7. "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.
8. "Contract" is used synonymously with Agreement.
9. "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.
10. "Default Notice" means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
11. "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.
 1. "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.
 2. "GoI" shall stand for Government of India.
 3. "GoG" shall stand for Government of Gujarat.
 4. "GISL" shall stand for Gujarat ISP Services Limited.
12. "GFGNL" shall stand for Gujarat Fiber Grid Network Limited.
13. "Implementation Period" shall mean the period from the date of Formal Work order and up to the issuance of Final Acceptance Test.
14. "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.
15. "PIA" shall stand for Project Implementation Agency
16. "Request for Proposal", means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
17. "Site" means the location(s) for which the Contract will be Signed and where the service shall be provided as per agreement.

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18. "NOC" Network Operation Centre means the overall centralized location for control and command of the project
19. "SDC" means State Data Center located at Gandhinagar, Gujarat.
20. "Third Party" means any, if/as appointed by the GFGNL for monitoring the project components at all times.
21. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
22. "Uptime" means the time period when specified services are available to GFGNL and its user organizations.
23. Central/Core Infrastructures means the infrastructure including DWDM/Districts/Strategic Locations.
24. Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
25. "% Uptime" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
26. "GSVAN" means "Gujarat State Village Area Network"
27. "GSWAN" means "Gujarat State Wide Area Network"
28. "DST" means "Department of Science & Technology, Govt. of Gujarat"
29. "GP" means "Gram Panchayat"
30. RSP Means Revenue sharing partner.
31. ISP means Internet Service provider.
32. NLD means national long distance.
33. PBG means performance bank guarantee
34. EMD means earnest bank guarantee
35. OFC means optical fiber cable
36. H1 Means Bidder achieving highest score

1.3 Notice Inviting Proposal and Necessary Instruction

The bidder is requested to download the document and read all the terms and conditions mentioned in the Document and seek clarification if any from the inviting authority. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the inviting authority from time-to-time in the Tenders | GFGNL (bharatnet.gujarat.gov.in)

Sr. No.	Information	Details
1	Name of the Authority	Head/Director Gujarat Fiber Grid Network Limited

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2	Name of the Assignment	RFP for Extension of GFGNL Network to connect Urban Government offices through RSP (Revenue sharing partner).
3	RFP Number	GFGNL/UB/RSP/2024/RSP, Dated: 16/03/2024
4	Tender Type (Open/Limited/Auction/Single)	Open
5	Tender Category (Services/Goods/Works)	Services
6	Mode of Bid Submission (Online/ Offline)	Online
7	RFP Publishing Date	16/03/2024
8	Pre-Bid meeting	Pre-bid will be held on 26/03/2024 , 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 26/03/2024 10:00 AM
8	Last date and time for submission of proposal (Proposal Due Date)	08/04/2024 at 1:00 PM No communication, in any form and for any reason, will be entertained post this date and time.
9	Date and time of opening of Prequalification cum Technical Bids	08/04/2024 at 3:00 PM Gujarat Fibre Grid Network Limited Block 6 /5 th Floor Udhyog Bhavan, Sector 11 Gandhinagar
10	Bid Processing Fee (Non-refundable)	Rs. 15,000/- Details of the Bank: Name of the Beneficiary: Gujarat Fibre Grid Network Limited Bank Name: HDFC Bank Ltd. Bank Account Number: 50200061 458239 IFSC code: HDFC0000190 MICR Code: 520011025 Branch Code : 000190 Branch Name: Sector 16 , Gandhinagar Branch

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11	Performance Bank Guarantee (PBG)	Rs. 2,50,000/per district (in the given prescribed format section 14)
12	EMD	Rs. 100000 /- (Rs. One Lakhs Only) Demand Draft in favour 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 favour 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

2. Clarifications on the RFP

A prospective bidder requiring any clarification on the RFP Document may submit its queries, via email only, to gmcomm-gfgnl@bharatnet.gujarat.gov, pmc2@bharatnet.gujarat.gov.in, pmc3@bharatnet.gujarat.gov.in, pmc@bharatnet.gujarat.gov.in, on or before the last date of sending queries as mentioned in the RFP document. GFGNL will host a Pre-Bid meeting as mentioned for queries (if any) by prospective bidders. GFGNL encourages prospective bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. The representatives of the bidders may visit the GFGNL office at their own cost for any clarification(s). The queries should necessarily be submitted before bid submission date in the following softcopy format and should be in Microsoft Excel only (*.xls or *.xlsx formats):

Sr.	Page no	Clause/ Sub-clause no	Content of the RFP Requiring Clarification	Clarification Sought	Justification

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

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

3. Eligibility Criteria

SN	Eligibility Requirement	Requirement	Document Proof
1	ISP/ Unified License/ Relevant regulatory permission.	ISP with Class A/B and NLD, or necessary regulatory licenses.	Valid license certificate
2	Turn over	10 Cr* for Category 1 05 Cr* for Category 2 2 Cr* for Category 3	Statutory auditor's Certified Statement
3	POP Location District – Category -1	Minimum 15 POP/ Per District at following districts. 1) Ahmedabad 2) Baroda 3) Surat 4) Rajkot	Network POP details on company letter head.
	Technical Team/Manpower	Minimum 50 no's each District.	Certificate from HR Department/CEO/MD for number of Telecom professionals employed with the firm.
	Monitoring Centre – NOC District Location / Central Location	24* 7	NOC location details on company letter head.
	Customer Base District - Category -1	Above 5000+	NOC report showing no. of customer.
4	POP Location District – Category -2	Minimum 6 POP/ Per at following District. 1) Gandhinagar 2) Jamnagar 3) Bharuch 4) Kheda 5) Morbi 6) Kutch 7) Mehsana 8) Junagadh 9) Navsari 10) Panchmahal 11) Bhavnagar 12) Anand 13) Sabarkantha	Network POP details on company letter head.
	Customer Base District - Category -2	Above 1000+	NOC report showing no. of customer.

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	Technical Team/Manpower	Minimum 20 no's each District.	Certificate from HR Department/CEO/MD for number of Telecom professionals employed with the firm.
	Monitoring Center – NOC District Location / Central Location	24* 7	NOC location details on company letter head.
5	POP Location District – Category -3	Minimum 3 POP/ Per at following District. 1) Porbandar 2) Dohad 3) Patan 4) Valsad 5) Banaskatha 6) Surendranagar 7) Amreli 8) Tapi 9) Navsari 10) Dangs 11) Narmada 12) Amreli 13) Aravalli 14) Botad 15) Chhota Udaipur 16) Devbhumi Dwarka 17) Gir Somnath 18) Mahisagar	Network POP details on company letter head.
	Customer Base Major District - Category -3	Above 500+	NOC report showing no. of customer.
	Technical Team/Manpower	Minimum 10 no's each District.	Certificate from HR Department/CEO/MD for number of Telecom professionals employed with the firm.
	Monitoring Center – NOC District Location / Central Location	24* 7	NOC location details on company letter head.

4. Scope of Work (SoW) for the bidder

- Selected bidders will be responsible to carry out below mentioned activities (not limited to) for successfully connecting & integrating customer location & delivering services as per customer requirement.
- Feasibility: Bidder is required to first check the feasibility of the requested location/services withing 7 days of intimation. Submission of detailed site connectivity plan with topology

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and media (kmz / kml file showing proposed connectivity and media details of proposed connectivity in excel file) to GFGNL for site execution approval. GFGNL official may suggest changes in connectivity plan of any site / location w.r.to details of connectivity media considering any future requirements. Selected bidder(s) will implement connectivity as per final instruction & approval given by GFGNL officials.

- The RSP shall be responsible for deploying 2F/4F/6F/Suitable OFC along with the required accessories (Patch Chords, Splitters, Joint Enclosures, brackets and FDMS etc.) from GFGNL PoP to the Customer Premise which includes field survey, Route Mapping, Capturing of Latitude and Longitudes, Deployment, Commissioning and Maintenance of the All Dielectric Self Supporting (ADSS) Optical Fiber Cable.
- Local body/authority permission, RoW/RoU permission including applicable fees, bank guarantee will be in scope of bidder.
- Bidder will be responsible to ensure all permission to execute connectivity and in any case will not hold GFGNL responsible in case of lapse in procedure, permission issue, improper procedure or the case may be.
- RSP is allowed to take any last mile connectivity medium like (Wireline, Wireless, UBR, Li-Fi or suitable medium etc.) to connect customer.
- RSP is responsible for operation and maintenance of the delivered link which includes all the active and passive component.
- RSP will work on revenue sharing model. In this model RSP will get the 75% of annual recurring charge of awarded work and GFGNL will get 25%. Revenue sharing amount will be considered exclusive of applicable taxes.
- To handle day to day operations, proper escalation matrix to be pasted /fixed at respective Government institutes and it must be properly visible to customer. Escalation matrix must be latest as per GFGNL needs and must be certified by GFGNL authorities.
- Bidder is required to provide 4 types of services to all government institutions comes under MC (Municipal Corporation), ULB (Urban Local Body), City area of Gujarat state which includes:
 1. Point to Point secured leased circuit
 2. Intranet leased line(service location to SDC Gandhinagar)
 3. Broadband Internet (Asymmetric BW)
 4. Internet Leased Lines (ILL) Symmetric BW
- Point of interconnect between RSP network and GFGNL is network is GFGNL POP.
- It is successful bidder's responsibility to connect GFGNL POP.
- GFGNL will provide infra, power, space and backhaul network as and when possible. GFGNL is not providing any commitment on this. it is under complete GFGNL discretion.
- The contract shall be valid for a period of seven(7) years.
- Wherever if the bidder is having the presence and we require your services in rural area then we may optionally engage.
- Bidder should have valid certificate/Compliance of regulatory body(TRAI, DOT, Meity, etc.) to provide connectivity/service to end customer.
- On boarded bidder to sign NDA (Non-disclosure agreement) along with contract. NDA format will be share later.

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5. Bid Submission:

The Bidder shall submit their response through online bid submission process with two different and Separate Sealed Covers indicating as :

Technical Bid contain the following documents.

1. Bid processing Fee
2. Eligibility Criteria
3. EMD(Earnest money deposit)
4. Bidder Information Sheet

Financial Bids contain following documents.

1. Financial Bid format

6. Evaluation Process

- a) The proposal shall be evaluated in three (3) stages. In Stage – 1, EMD, Bid processing fees, Eligibility Criteria shall be verified. Bidders whose EMD and Bid processing fees are valid will be considered for Stage – 2. In Stage – 2, Technical evaluation will happen. 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.
- b) Scrutiny of submitted document under bid submission(Section 1.2) for responsiveness to the RFP will be done by the Evaluation Committee to determine whether the documents have been properly signed, qualification criteria fulfilled, all relevant papers submitted and whether the response to document is generally in order. The Evaluation Committee can seek additional information from the bidders, if needed. The response to the RFP not conforming to requirements will be rejected.

6.1 Stage I

EMD, Bid processing fees, Eligibility Criteria shall be verified

6.2 Stage II

Technical evaluation criteria: technical documents will be verified along with evaluation of presentation by bidders as per criteria mentioned in this RFP.

6.3 Technical evaluation criteria:

SI No.	Technical Evaluation Criteria	Description			Max Marks	Supporting Documents Required
		Category 1	Category 2	Category 3		

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1	Average Annual Turnover in Telecom business in last three financial years	>=10 Cr	>=5 Cr	>=2 Cr	10 Marks	CA or Statutory Auditor's certificate-regarding average annual turnover in Telecom business in last three financial years
2	No of active PoPs in particular district	For each PoP, 10 marks will be provided. Maximum 30 Marks for 3			30 Marks	Network PoP Details with capacity and locations on company's letter head
3	Overall regular staff strength with Telecom experience on its payroll as on bid submission date	>=50 but < 70 resources	>=20 but < 30 resources	>=10 but < 15 resources	8 Marks	Certificate from HR Department/CEO/MD for number of Telecom professionals employed with the firm.
		>=70 but < 100 resources	>=30 but < 40 resources	>=15 but < 20 resources	10 Marks	
		>=100 but < 150 resources	>=40 but < 50 resources	>=20 but < 25 resources	12 Marks	
		>= 150 resources	> =50 resources	>= 25 resources	15 Marks	
4	Present Market Strategy and Customer satisfaction standards	Current status of complains and resolution time			10 Marks	OSS/BSS logs of complaint with resolution time
5	Future roadmap for improving connectivity foot prints	Technical presentation with future plans			20 Marks	Technical presentation

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6	Additional offering over and above asked in RFP	Additional VAS , innovative solutions etc.	15 Marks	Details Presentation
		Total	100 Marks	

- The bidder shall be required to get at least 70% marks to qualify for next stage i.e. opening of the financial bids.
- The technical score would be normalized on a scale of 100, with highest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation.
- The individual bidder's technical scores will be normalized as per the formula below:
- $T_n = T_b / T_{max} * 100$
- Where, T_n = normalized technical score for the bidder under consideration
- T_b = absolute technical score for the bidder under consideration
- T_{max} = maximum absolute technical score obtained by any bidder

6.4 Stage III: Financial evaluation

The financial bids of all the bidder who get 70% marks in the Technical evaluation stage will be opened.

The Bidder with lowest qualifying Financial bid (L1) category wise will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of mandatory technical qualifying score). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

Financial Score of a Bidder (F_n) = $\{(Commercial\ Bid\ of\ L1 \div Commercial\ Bid\ of\ the\ Bidder) \times 100\}$

(Adjusted up to two decimal places)

(IV) Final Evaluation:

The bids will be evaluated on a Quality and Cost Based Selection [QCBS] basis. The QCBS is a system enumerated in clause Number 192 of General Financial Rules 2017, Ministry of Finance, Government of India.

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

Final Score (S) = $T_n \times T + F_n \times P$

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The bidder achieving the highest combined technical and financial score(H1) will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.

- a) The shortlisted bidders will be notified through Email/Letter of acceptance.
- b) Further the successful bidders will have to submit a performance bank guarantee within a period of 7 days from the date of receipt of confirmation on awarding the district in prescribed format.

7. Award of contract

- GFGNL will allocate maximum 50% of category 1 locations to H1 Bidder of category 1.
- GFGNL will allocate maximum 30% of category 2 locations to H1 Bidder of category 2.
- GFGNL will allocate maximum 30% of category 3 locations to H1 Bidder of category 3.
- After allocating the district of each category to H1 Bidder, Tenderer may call H2 Bidder to match the price of H1. If H2 agree to match the price of H1 ,tenderer may allocate other districts to them. . . 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.
- Districts with zero participation may be allotted beyond above ceiling.

8. Service Level Agreement

Proposed quarterly SLA Uptime / Availability of link per location & penalties thereof

Sr. No	Uptime	Penalty
1	>=98%	NIL
2	>= 97.00% & < 98.00 %	1% of quarterly payable revenue share will be applicable as penalty for respective Site/Link/Location/Connection.
3	>= 96.00% & < 97.00 %	3% of quarterly payable revenue share will be applicable as penalty for respective Site/Link/Location/Connection.
4	>= 95.00% & < 96.00 %	5% of quarterly payable revenue share will be applicable as penalty for respective Site/Link/Location/Connection.

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5	>= 94.00% & < 95.00 %	7% of quarterly payable revenue share will be applicable as penalty for respective Site/Link/Location/Connection.
6	>= 90.00% & < 94.00 %	10% of quarterly payable revenue share will be applicable as penalty for respective Site/Link/Location/Connection.
7	< 90%	20% of quarterly payable revenue share will be applicable as penalty for respective Site/Link/Location/Connection.

- The two consecutive quarterly SLA (<90%) will be considered material breach and will be sufficient ground to issue final notice for improvement or terminal actions in the larger interest of institutes.
- Delay in timely attending customer grievances and resolution: -At any given movement, in case customer grievances in form of letter and spirit exceed by 20% of the total on boarded customer/connections in particular district then entire quarter revenue sharing portion shall not be paid for that particular quarter.
- Revenue sharing partner has to establish mechanism to monitor the deployment and maintenance of connections and to adhere to quality standards and regulatory requirements.
- Revenue sharing partner will have to comply all applicable laws , regulations and policies governing the provision of relevant services to institutes.
- Note: P2P & Internet Leased Line Circuits – Uptime will be 98.5 %
- For any customer service down or service complain unresolved more than 48 hours and in purview of bidder for restoration, additional penalty of 100 Rs/day (or as decided by authority subject to billing) to be deducted from revenue share.

9. Responsibilities

9.1 RSP(Revenue sharing partner)

Following are the key details about the assignment:

- The RSP shall be responsible for deploying 2F/4F/6F/Suitable OFC along with the required accessories (Patch Chords, Splitters, Joint Enclosures, brackets and FDMS etc.) from GFGNL PoP to the Customer Premise which includes field survey, Route Mapping, Capturing of Latitude and Longitudes, Deployment, Commissioning and Maintenance of the All Dielectric Self Supporting (ADSS) Optical Fiber Cable.
- RSP will map GFGNL PoP and existing back bone ofc network to utilize for delivery of services.

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- RSP will use Own built network components which includes active and passive network components to deliver services.
- RSP will map GFGNL PoP and Own Network components to reduce cost and speedy delivery.
- GFGNL will intimate the requirement to the RSP in advance and release a work order based on survey reports and quotation given by RSP. The RSP shall complete / commission the work within the prescribed timelines

9.2 Responsibilities of GFGNL

- The present document is exclusively for onboarding of RSP only.
- For allocation of work, GFGNL will circulate Service Request with defined scope and expected deliverables among the onboarded RSPs .
- The selected RSP shall not assign the project / work to any other agencies, in whole or in part, to perform its obligation under the agreement.
- Mere onboarding of RSP with GFGNL does not guarantee allocation of work.
- In case, when the time period is too short to complete the work or in case of any ad-hoc requirement, the work may be entrusted to any of the onboarded RSP or any other agencies which GFGNL deems to meet the deadline.
- The payment terms and commercial conditions for each work will be as per the service request floated by GFGNL for the specific work.
- GFGNL will provide one time charge(OTC) per location **Rs. 10,000 (Without GST)**,

10. General Terms and Conditions

a. Agreement

The selected RSP have to sign an agreement with GFGNL as per the format provided by GFGNL.

- i. Duration of Agreement: This agreement shall be valid for a period as mentioned in Validity. If at any stage during the tenure of this agreement, it comes to the notice of GFGNL, directly or through some other complaint, that the Business Partner had misrepresented the facts or submitted any false information or hidden any information which could have affected the signing of this agreement with the Business Partner, this agreement shall stand terminated immediately under intimation to the Business Partner.
- ii. 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.
- iii. 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

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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.

- iv. The successful bidder shall sign a contract with GFGNL within 7 days of receipt of proforma contract from GFGNL; failing which their EMD and/or performance bank guarantee (PBG) shall be forfeited and GFGNL's decision to scrap the tender or negotiate with the second bidder (as per the final ranking) shall be binding on the first bidder.

b. Suspension of agreement:

- i. 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.

c. Performance Bank Guarantee

- i. The successful bidder who is awarded the Work Order in any particular district, that bidder shall be required to deposit a Performance bank guarantee (refer annexure) of Rs. 250000/district for that particular district in the form of unconditional Bank Guarantee from any scheduled bank in favor of "Gujarat Fibre Grid Network Limited, Gandhinagar (from all Nationalized banks including the public sector banks - IDBI Ltd. Or Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank) within 7 days of award of allocation, 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.
- ii. If any bidder is selected in more than one district, then bidder can submit one PBG with total amount required for all the district (Rs. 250000 * no. of district) for which bidder is selected.

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d. Earnest Money Deposit (EMD)

- 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.
- 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.
- 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.
- The EMD may be forfeited:
 - i. If a bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - ii. In the case of a successful bidder if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
 - iii. 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.
 - iv. During the bid process if any information found wrong/manipulated/hidden in the bid
 - v. Terms and Conditions of Bidders
 - vi. Printed terms and conditions of the Bidders shall not be considered as forming part of their Bids.

e. Tenderer's Right to vary Scope of Contract

- i. GFGNL doesn't provide any guarantee about the total number of locations to be allotted and timeline of allotment. GFGNL will keep issuing intimation orders to all the selected bidders as per the requirement of the respected Government departments and order availability.

f. Confidentiality

- i. The RSP 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;
- ii. The RSP 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.
- iii. The RSP may only disclose Confidential Information in the following circumstances to a member of the RSP's Team ("Authorized Person") with the prior written consent of the Tenderer if:
 - a. the Authorized Person needs the Confidential Information for the performance of obligations under this contract;

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- b. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
- iv. The RSP 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.
- v. The RSP shall be responsible for any breach of the confidentiality clause by its antecedents or delegates or its subcontractors.
- vi. The RSP 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.
- vii. The Tenderer reserves the right to adopt legal proceedings, civil or criminal, against the SI in relation to a dispute arising out of breach of obligation by the RSP under this clause.

g. Severance

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.

h. Compliance of laws

- i. RSP 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.
- ii. Services provided to the customers shall be subject to Indian Telegraph Act 1885 and DoT / TRAI directions.
- iii. RSP shall be responsible for monitoring of data traffic from their customers w.r.to unlawful activities.
- iv. RSP 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.

i. Indemnity

- i. The RSP 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 RSP;

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- 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 RSP 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 RSP.
- d. Breach (either directly by RSP or through its representatives and/or employees) of any representation and guarantee declared herein by RSP;
- 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.

j. Arbitration

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.

k. Clarification

- i. 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.
- ii. Tenderer reserves the right to seek clarifications on the already submitted documents.

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I. Taxes

- i. 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.
- ii. Payment for GST portion of Invoice will be released once GST Credit will be reflected in GSTR2A/GSTR2B of GFGNL.

m. Rejection Criteria

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

Technical Rejection Criteria

- a. Failure to furnish all information mentioned in the RFP or submission of a bid not substantially responsive to the RFP in every respect.
- b. 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.
- c. Bidders not complying with the material, specifications and General Conditions of the Contract as stated in the RFP.
- d. 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.
- e. If the bid does not conform to the timelines indicated in the RFP.

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n. Time is of Essence

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.

o. Publicity

The RSP 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.

p. Force Majeure

- i. 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.

q. Risk Purchase

- If the selected bidder of any particular district (referred to as P1 district here in this clause) 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 allocate that work to other bidder under following condition.
- from successful bidder of other districts who agrees to execute the work at H1 discovered rate of their respective district(s).

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- Above mentioned allocation will be done at the selected bidder's (who has failed to perform its obligations & thus defaulted) risk, cost and responsibility. Any incremental cost borne by the Tenderer in completion of work shall be borne by the selected bidder (who has failed to perform its obligations & thus defaulted).

r. Termination

- i. The Tenderer may, terminate this Contract in full or in part by giving the RSP a 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 RSP which would make it proper and necessary to terminate this Contract and may include failure on the part of the RSP 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:
 1. failure to perform the obligations under the Contract;
 2. the RSP and its team have failed to conform with any of the service specifications as set out in the RFP and the Contract;
 3. the RSP 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;
 4. The RSP has failed to comply with any terms and conditions of this RFP & the Contract;
 5. There is an undue delay in achieving the agreed timelines for delivering the services under this Contract due to reasons solely attributable to the RSP;
 6. If it comes to knowledge of the Tenderer that the RSP or any of their personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature;
 7. Where it comes to the Tenderer's attention that the RSP (or the RSPs' 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 RSP's Bid, the RFP or this Contract.
 8. Where the RSP'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 RSP, any failure by the RSP to pay any of its dues to its creditors, the institution of any winding up proceedings against the RSP or the happening of any such events that are adverse to the commercial viability of the RSP. 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 RSP 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 RSP, setting out specific defaults / deviances / omissions and providing a period of up to thirty (30) days to enable the RSP to remedy the default/ deviances / omissions committed. It shall be the responsibility of the RSP to maintain the agreed

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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 RSP 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 RSP, without compensation to the RSP, if the RSP 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.
 - i. Termination for Convenience: The Tenderer, may, by prior written notice sent to the RSP 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.
 - ii. The RSP 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.

s. Consequences of termination

- i. 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.
- ii. 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 RSP as mentioned in clause unless the Termination is due to any act and/or omission by the reason solely attributable to Tenderer.
- iii. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the RSP or due to the fact that the survival of the RSP 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 RSP as agreed mutually by the Tenderer and the RSP or through a third party acceptable to both the parties may pay the RSP for that part of the Services which have been authorized by the Tenderer and satisfactorily performed by the RSP 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 RSP as may be required to offset any losses caused to the Tenderer as a result of any act/omissions of the RSP. In case of any loss or damage due to default on the part of the RSP in performing any of its obligations with regard to the execution of the scope of work under this Contract, the RSP 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

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this Contract in an identical manner as were being performed before the collapse of the RSP 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 RSP's Bid, the RFP, and this Contract.

- iv. 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.
- v. 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.
- vi. 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.

t. General

- i. Relationship between the Parties
 - a. Nothing in this Contract constitutes any fiduciary relationship between the Tenderer and RSP / RSPs' Team or any relationship of employer employee, principal and agent, or partnership, between the Tenderer and RSP.
 - 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 RSP's Team except as agreed under the terms & Conditions of this Contract.

ii. No Assignment

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

iii. 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

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and in relation to confidentiality, the obligations continue to apply unless the Tenderer notifies the RSP of its release from those obligations.

iv. 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.

v. Governing Law

This Contract shall be governed in accordance with the laws of India.

vi. Jurisdiction of Courts

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

vii. Compliance with Laws

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

viii. Notices

A “notice” means:

A notice; or

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 RSP at:

Attn:

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[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.

11. Payment Terms:

- Onboarded RSP will share the invoice to GFGNL on quarterly basis with supported SLA document and any other document as required.
- GFGNL will pay the final amount after calculating applicable penalty.
- Payment will happen back to back like once received from respective customer and paid to onboarded RSP.
- Invoices to be raised by bidder on quarterly basis for all services delivered for all allotted districts.
- GFGNL will pay the OTC charges INR 10000/Connection(excluding taxes) after delivery of service and submitting customer acceptance certificate and payout will happen for all the services delivered in given quarter, in the subsequent quarter.
- Against the OTC bidder has to ensure minimum service lock in period of 12 months. In case of less duration GFGNL may recover OTC from subsequent payment on proportional basis.

12. Delivery Timelines:

Milestone	Milestone Description	Timeline	Penalty	Maximum Penalty
1	Date of issuance of intimation order for locations to be connected	T	NA	NA
2	Establishing end to end connectivity of service and successful testing of service and signing of WCC (work completion certificate) from end customer.	No. of approved locations 1. If no. of services to be delivered is 1 to 100 then timeline = T+40 days. 2. Services >=100 and <=200 then timeline =T+55 days.	Rs. 500 per day per location	Maximum penalty ceiling for any site / location shall be equal to 20% of the actual payable capex value

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Milestone	Milestone Description	Timeline	Penalty	Maximum Penalty
		3. Services >200 and <=300 then timeline =T+70 days. 4. Services >300 and <=400 then timeline =T+85 days. 5. Services >400 and <=500 then timeline =T+90 days.		certified for that site / location based on executed work

➤ The above mentioned timelines are applicable per district to respective RSPs.

13. Financial Bid Format:

Annexure I

Service	Category	Speed(in Mbps)	Unit	ARC(Annual Recurring Charges)
Point to Point secured leased circuit	1	10	100	
		20	20	
		25	20	
		30	10	
		40	1	
		50	1	
		100	1	
Intranet leased line (any service location to SDC Gandhinagar)	1	10	10	
		20	5	
		25	5	
		30	2	
		40	2	
		50	2	
		100	1	
Broadband Internet (Asymmetric BW)	1	30	900	
		40	50	
		50	50	
		60	30	

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		80	10	
		100	10	
Internet Leased Lines (ILL) Symmetric BW		30	5	
		40	2	
		50	2	
		60	2	
		80	2	
		100	2	
	Total			

Annexure II

Service	Category	Speed	Unit rate	ARC(Annual Recurring Charges)
Point to Point secured leased circuit	2	10	50	
		20	10	
		25	10	
		30	5	
		40	5	
		50	1	
		100	1	
Intranet leased line (XXXX location to SDC Gandhinagar)	2	10	10	
		20	2	
		25	2	
		30	1	
		40	1	
		50	1	
		100	1	
Broadband Internet (Asymmetric BW)	2	30	450	
		40	25	
		50	25	
		60	15	
		80	5	
		100	5	
Internet Leased Lines (ILL) Symmetric BW	2	30	2	
		40	2	
		50	1	
		60	1	
		80	1	
		100	1	
	Total			

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Annexure III

Service	Category	Speed	Unit rate	ARC(Annual Recurring Charges)
Point to Point secured leased circuit	2	10	30	
		20	5	
		25	5	
		30	2	
		40	2	
		50	1	
		100	1	
Intranet leased line (XXXX location to SDC Gandhinagar)	2	10	5	
		20	2	
		25	2	
		30	1	
		40	1	
		50	1	
		100	1	
Broadband Internet (Asymmetric BW)	2	30	300	
		40	10	
		50	10	
		60	5	
		80	1	
		100	1	
Internet Leased Lines (ILL) Symmetric BW	2	30	2	
		40	2	
		50	1	
		60	1	
		80	1	
		100	1	
Total				

Annexure IV

Service	Category	Speed(in Mbps)	Unit rate	ARC(Annual Recurring Charges)
Point to Point secured leased circuit	1	400	1	
		600	1	
		650	1	
		700	1	
		750	1	
		800	1	
		1000	1	

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Intranet leased line (Any location to SDC Gandhinagar)		400	1	
		600	1	
		650	1	
Broadband Internet (Asymmetric BW)		150	1	
		200	1	
Internet Leased Lines (ILL) Symmetric BW		150	1	
		500	1	
	1000	1		
	Total			

Annexure V

Service	Category	Speed(in Mbps)	Unit rate	ARC(Annual Recurring Charges)
Point to Point secured leased circuit	2	400	1	
		600	1	
		650	1	
		700	1	
		750	1	
		800	1	
		1000	1	
Intranet leased line (Any location to SDC Gandhinagar)		400	1	
		600	1	
		650	1	
Broadband Internet (Asymmetric BW)		150	1	
		200	1	
Internet Leased Lines (ILL) Symmetric BW		150	1	
		500	1	
	1000	1		
	Total			

Annexure VI

Service	Category	Speed(in Mbps)	Unit rate	ARC(Annual Recurring Charges)
Point to Point secured leased circuit	3	400	1	
		600	1	
		650	1	
		700	1	
		750	1	
		800	1	
		1000	1	

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Intranet leased line (Any location to SDC Gandhinagar)	400	1	
	600	1	
	650	1	
Broadband Internet (Asymmetric BW)	150	1	
	200	1	
Internet Leased Lines (ILL) Symmetric BW	150	1	
	500	1	
	1000	1	
	Total		

- For districts MC (Municipal Corporation), ULB (Urban Local Body), City area will be under the scope of successful bidder.
- **H1 will be decided category wise and for this Annexure I,II,III of financial bid will be considered.**
- **Annexure IV,V,VI are for discovery of rate only.**
- H1 bidder will be awarded work as per terms and condition of this RFP. H2 or subsequent bidder of that particular category will be asked to match the H1 price of that category, if they agree then work will be awarded.
- GFGNL will provide one time charge(OTC) per location **Rs. 10,000 (Without Tax).**
- Above mentioned qty in all annexure is indicative in nature. Tenderer may allocate/award the work as per actual.

14. PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

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,

1. WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for RFP Extension of GFGNL Network to connect Government offices through RSP(Revenue sharing partner) AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

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2. WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Government of Gujarat ("GoG") the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

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

exceed _____ in aggregate.

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

Attention Mr. _____.

4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decide by the bidder and GoG. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder and the Bank.

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

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GoG or any other indulgence shown by GoG or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction

in the adjudication of any dispute which may arise hereunder.

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Dated this the Day of

Witness

(Signature) (Signature)

(Name) (Name)

Bank Rubber Stamp

(Name)

(Official Address)

Designation with Bank Stamp

Plus Attorney as per Power of

Attorney No.

Dated:

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial

Banks or Co-Operative and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per

the G.R. no. EMD/10/2021/7729/DMO dated 12.04.2021 issued by Finance Department or further instruction

issued by Finance department time to time.

15. Bidder Information Sheet

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		

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	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		