



**RFP FOR THE EXTENSION OF THE GFGNL
CONNECTIVITY SERVICES TO CONNECT
URBAN GOVERNMENT OFFICES THROUGH
SPs 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**

Last Date of Submission of Bid: 28/06/2024 till 18:10 hours

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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DISCLAIMER

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

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

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

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

Abbreviations

Sr. no.	Abbreviations	Description
1.	BCP	Business Continuity Plan
2.	BOM	Bill of Material
3.	BOOT	Build Own Operate and Transfer
6.	CCNA	Cisco Certified Network Associate
7.	CCNP	Cisco Certified Network Professional
15.	DR	Disaster Recovery
16.	EMD	Earnest Money Deposit
17.	EMS	Enterprise Monitoring System
18.	FAT	Final Acceptance Testing
20.	ICT	Information and Communication Technology
21.	IP	Internet Protocol
22.	IPS	Intrusion Prevention System
23.	ISO	International Organization for Standardization
24.	IT	Information Technology
30.	KPI	Key Performance Indicator
31.	LAN	Local Area Network
32.	LoA	Letter of Award
33.	Mbps	Megabit per second
34.	MPLS	Multi-Protocol Label Switching
35.	MSP	Managed Service Partner
36.	NMS	Network Management System
37.	NOC	Network Operations Centre
39.	NSP	Network Service Partner
40.	OEM	Original Equipment Manufacturer
41.	OFC	Optical Fiber Cable
42.	OS	Operating System
43.	PAT	Partial Acceptance Testing
44.	PBG	Performance Bank Guarantee
45.	PDC	Primary Data Centre
46.	PoP	Point of Presence
49.	RFP	Request for Proposal
50.	R-NOC	Remote – Network Operations Centre
52.	SLA	Service Level Agreement
53.	SPOC	Single Point of Contact

Sr. no.	Abbreviations	Description
54.	TDS	Tax Deducted at Source
55.	UPS	Uninterruptable Power Supply
57.	VC	Video Conferencing
58.	VLAN	Virtual LAN
59.	VoIP	Voice over Internet Protocol
60.	VPN	Virtual Private Network
61.	VSAT	Very Small Aperture Terminal
62.	WAN	Wide Area Network
63	SP	Service Partner

Definitions

Sr. No.	Abbreviation/ Term	Description
1	Acceptance of Letter of award (LoA)	The date on which the successful bidder(s) accepts the letter of award issued by Tenderer.
2	Bidder	The Party who will be offering the solution(s), service(s) and/or materials as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with party bidding against this RFP
3	Business Hours	The prime utilization period, which shall be starting from 10:30 hrs. till 18:10 hrs. on all working days or as defined by the Tenderer from time to time, unless the specific context requires otherwise.
4	Office Hours	The official working hour of respective offices.
5	Bandwidth Service Partner (BSP)	BSP when used in the RFP denotes the future Bandwidth Service Partner selected by the mode of this RFP.
6	Deliverables	The products, infrastructure, and services to be delivered by the successful bidder in the RFP and Contract, and as proposed in the Proposal and all related documentation/designs/policies and guidelines.
7	End-of-Life	End-of-life is the date of End-of-Sale and/or End-of Support (whichever is earlier) given by the OEM/ on its website or through any public announcement. End-of-Life would be indicating that a product is in the end of its useful lifetime and on the specified dates the vendor will no longer be marketing, selling, or sustaining a particular product and may also be limiting or ending support for the product.
8	End-of-Sale	The date indicated by the OEM/ on its website or through any public announcement, after which the OEM/ stops marketing or selling the product.
9	End-of-Support	Is with reference to a product and is the date indicated by the OEM/distributor on its website or through any public announcement, till which the OEM/distributor will provide service/updates/patches/spare parts/technical support service.
10	FAT	Final Acceptance Testing to test the successful implementation of the scope of work specified in the RFP
11	Fixed Scope	Means the scope of work to be done by the SP as part of the of the RFP.
12	Go-Live	The date of commencement of work and acknowledged by end customer
13	MSP/Managed Service Partner	Managed Services Provider is the company who optimize your communications infrastructure to minimize downtime and remediate problems on your behalf.

Sr. No.	Abbreviation/ Term	Description
14	Original Equipment Manufacturer (OEM)	Manufacturer of any equipment/system/software/product/services who is providing such goods services to the Tenderer's requirement(s).
15	Parties	The Tenderer and the Service Partner collectively, for the purposes of this Contract and "Party" shall be interpreted accordingly to the context therein.
16	Primary Data Centre (PDC)	Primary Data Centre (PDC means a Data Center located at Gandhinagar that would house the Information and Communication Technology (ICT) equipment required for carrying out centralized operations of the BharatNet.
17	Project	The activities to be performed by the Service Partner regarding this RFP
18	Tenderer	Tenderer Means GFGNL or any other government agency
19	Requirements	All the documents prepared by the Tenderer about the Project, Scope of Work, SLA, schedules, details, description(s), statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP
20	RFP	The Request for Proposal bearing reference no: ----- and any other documents/formats provided along with this RFP or issued during the selection of successful bidder(s), corrigenda, seeking a set of solution(s), services(s), materials and/or any combination of them.
21	Service Level	The level of Service and other performance criteria which will apply to the Services delivered by the Service Partner .
22	Service Level Agreement	Service Level Agreement (SLA) is an agreement, to be signed between the successful bidder and the Tenderer includes all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondence, clarifications, presentations for the level of service and other performance criteria which will apply to the services delivered by the Service Partner .
23	Scope of Work/ SoW	To be performed by the Service Partner as provided in RFP and as arising from other clauses of the RFP and includes the requirements and deliverables of the project.
24	Special sites	Special sites are those sites which are to be included for purpose of External Audit. Physical visits for Audit to these sites are necessary. At present there are 70 sites, however, the number may be increased or decreased.

Sr. No.	Abbreviation/ Term	Description
25	Office Hours	Working hours of the GFGNL (10:30 AM to 6:10 PM) on all Working days
26	Day	Day means both working as well as non-working day, unless specified otherwise
27	Customer	Government Offices or any other Enterprise
28	POP	Standard prevailing definition: in the telecom industry (Power backup, connectivity distribution and aggregation, active equipments, Failure protection)

STRUCTURE OF THE RFP

Tenderer desires to select the Service Partner for **EXTENSION OF THE GFGNL CONNECTIVITY SERVICES TO CONNECT URBAN GOVERNMENT OFFICES THROUGH SPs WITH OR WITHOUT LEVERAGING GFGNL INFRASTRUCTURE**. In this respect, Tenderer is undertaking a comprehensive Tendering process to select the most-suitable Service Partner via competitive Bidding. This RFP is meant to invite proposals from the interested bidders capable of delivering the services described herein. Details of the same are given in following sections:

Section	Description
Section I	KEY INFORMATION & INSTRUCTIONS
Section II	INTRODUCTION
Section III	ELIGIBILITY CRITERIA
Section IV	INSTRUCTIONS TO BIDDERS
Section V	SCOPE OF WORK
Section VI	SERVICE LEVEL AGREEMENT (SLA)
Section VII	FINANCIAL BID
Section VIII	ANNEXURES & FORMATS

Fact Sheet

The following table provides information regarding the important dates of the bid process:

#	Particular	Details
1.	RFP Inviting Authority	Gujarat Fibre Grid Network Limited(GFGNL),
2.	Job Requirement	RFP for the Extension of the GFGNL connectivity services to connect Urban Government offices through SPs with or without leveraging GFGNL Infrastructure
3.	Date of Publication of RFP	16/03/2024
4.	Availability of RFP Document	The RFP document can be obtained on website Home GFGNL (gujarat.gov.in) , GIL - enabling e- Governance (gujarat.gov.in) ; View NIT (nprocure.com)
5.	Name and address for communication, correspondence and seeking clarification regarding the RFP	Chief Finance Officer (CFO) Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar -382010 email id: cfo@bharatnet.gujarat.gov.in
6.	Last date for receiving queries/clarifications	The last date of submission of pre-bid queries shall be 07/06/2024 at 11: 55.pm All the pre-bid queries should be received on or before the prescribed date and time, through only official email id with subject line as: Pre-bid queries < Bidder's name> The queries should be submitted in an .xls Format as per the format prescribed in RFP document.
7.	Time, Date and Venue of Pre-Bid Conference	10/06/2024 at 03:00 pm At Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010
8.	Date of response to Bidder Queries	Within 15 days from the date of pre-bid meeting. Note: <i>The Tenderer shall not be obligated to respond to any or all the queries. The Tenderer may, at its sole discretion, choose to publish responses to the pre-bid queries and /or any corrigendum on Central Public Procurement portal https://eprocure.gov.in/eprocure/app or may send through email or any other means.</i>
9.	Last date for submission of Bid/proposal	28/06/2024 at 06:10 pm
10.	Last date for submission of Bid/proposal (Physical copy excluding financial bid only if asked based on nature of RFP)	03/07/2024 at 06:10 pm (Date of submission of online bid + 4 working Days) In event of particular ask of submitting physical copy then logical portion of the bid should be appropriate in the

		respective sealed cover for maintaining confidentiality.
11.	Bid Processing fee payable	<p>Bidders shall submit, along with their bid, non-refundable bid processing fee of Rs. 15,000/- (Rupees Fifteen Thousand only) in the form of a DD</p> <p>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</p>
12.	Bid Security/ Earnest Money Deposit (EMD) Amount Payable	<p>Rs. 4,00,000 for Category-1 , 2,00,000 for Category 2, 1,00,000 for Category 3 in the form of -demand draft (or through digital transfer)</p> <p>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</p>
13.	Submission of Integrity Pact, EMD, RFP Document Fee and Letter of Authorization	03/07/2024 At 06:10 pm (Date of submission of online bid + 4 working Days) for physical copy
14.	Address at which bids are to be submitted	Proposal shall be uploaded online in the format and mode as provided for in the Portal https://tender.nprocure.com for this RFP in the system and shall be digitally signed by the authorized signatory of the Bidder.
15.	Opening of Qualification Bids	To be announced later
16.	Opening of Technical Bids	To be announced later
17.	Technical Presentation	To be announced later
18.	Method of Selection (Define)	QCBS (60:40)
19.	Date for the opening of financial bid for technically qualified bidders	To be announced later

Note: The above date, time and venue may be altered by GFGNL at its Sole discretion after giving prior notice to the Bidders, some of the information provided in the above Fact sheet is further elaborated in the subsequent sections of this RFP and the information provided in the sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

SECTION-1 KEY INFORMATION & INSTRUCTIONS

1.1 Information Regarding RFP

Proposal in the form of the BID is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.

1. Bidder shall upload their bids on <https://tender.nprocure.com>
2. The Bid Security in the form of EMD in a sealed envelope super scribed with the bid document number to GFGNL office.
3. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
4. Technical Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
5. In the event of the date specified for receipt and opening of bid being declared as a holiday for GFGNL office, the due date for submission of bids and opening of bids will be the next working day at the appointed time.
6. Services offered should be strictly as per requirements mentioned in this Bid document.
7. Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
8. The bid submitted should be valid for a period of 180 days.
9. The duration of the Contract period for this activity will be valid for 7 years+ extendable up to 3 years on mutual consent from both the parties.

1.2 Instruction to the bidders for online bid submission

1. Tender documents are available only in electronic format which Bidders can download free of cost from the website <https://bharatnet.gujarat.gov.in/> and <https://tender.nprocure.com>
2. The bids have been invited through e-tendering route, i.e., the eligibility criteria, technical and financial stages shall be submitted online on the website <https://tender.nprocure.com>
3. Bidders who wish to participate in this bid, will have to register on <https://tender.nprocure.com>, such bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can Sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
4. Interested and eligible Bidders are required to upload the eligibility related document in eligibility bid section, Technical related document in technical bid section & Commercial Bid in Commercial bid section. The Bids should be accompanied by a bid security (EMD) as specified in this tender document. The Technical & Commercial Bid must be uploaded to <https://tender.nprocure.com> & the Bid Security must be delivered to the office of Gujarat Fibre Grid Network Limited on or before the last date and time of submission of the bid.
5. The eligibility section and the Bid Security section will be opened on the specified date & time in presence of the Bidders or their authorized representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday for the office of Gujarat Fibre Grid Network Limited the due date for submission and opening of bids will be the following working day at the scheduled times.

SECTION-2 INTRODUCTION

2.1 Introduction

Government of Gujarat (GoG) has implemented BharatNet Phase II Project under "State Led Model". We have set up an SPV namely "Gujarat Fibre Grid Network Ltd (GFGNL)" under Department of Science & Technology (DST) to execute BharatNet Phase -II Project. GFGNL 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 already connected 8,000+ locations mainly comprising Gram Panchayat (GP) along with TC/DC/GIDC/Revenue Villages etc. GFGNL laid around 35,000+ KM of Optical Fiber Cable (OFC), along with active network elements like DWDM technology 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. GFGNL also started extending BharatNet connectivity as a Village LAN and Public Wi-Fi from respective GFGNL's Point of Presence (POP)-Gram Panchayats to various offices/Locations of GoG and households.

Carrying vision for developing organization of excellence with distinctive characteristic of building and delivering ultra-speed next generation digital highways serving rural landscape and managing professional partnering ecosystem in urban sphere, for fulfilment of any type of bit transmission requirements of Digital-age government as one-stop digital fabric for all, anywhere and everywhere offices with outer limit of single digit of days commitment by high performing team governed through paperless and faceless new-age systems with high degree of engineering precision and cost effective efficiency.

In order to deliver digital services and connectivity to Offices / Institutions like Cooperatives, PSUs, CID Branches/other offices of Home Department, Property Registration Offices, Transport Department, Health Department Offices, Education Department Offices, District Offices, and other Offices working under Government of Gujarat., GFGNL intends to empanel Service Partner who will be partnering with GFGNL.

SP's will be empaneled under three categories to work with GFGNL on revenue sharing model. It will be a collaborative effort between GFGNL and SP to greatly enhance the delivery of digital services to end Govt. office/ any other enterprise by leveraging collective expertise, resources and infrastructure without burdening each other beyond the expectation set in the RFP for larger benefit and interest in maintaining relationship for long term. This synergy fosters an environment conducive to providing seamless and accessible digital services, ultimately benefiting the end govt. office/any other enterprise with improved experiences and outcomes. The SP shall utilize its own fiber footprint, active and passive infrastructure across the region to deliver the services to the customer premise.

SP's using his presence in urban area will have to deliver various services such as Point to Point secured leased circuit, Intranet SWAN Circuit, Broadband Internet, Internet Leased Lines (ILL) etc. to all government institutions that comes under any MC (Municipal Corporation), ULB (Urban Local Body) or City area of Gujarat or any strategic location or any strategic govt. requirements within the city wall.

SECTION-3 EVALUATION CRITERIA

3.1 Qualification Criteria

- i. The bidders who have participated for Category 1 will be eligible to work for Category-1, Category-2 and Category-3. Similarly, the bidders participated in Category 2 bidders will be eligible to work for Category-2 and Category-3. The bidders participated in Category 3 will be eligible for Category-3 only
- ii. The bid will be evaluated based on the Participation under each category.

3.1.1 Eligibility Criteria

Sr. No.	Parameters	Attachments
1.	The bidder should be a company registered under Indian Companies Act, 1956 /2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008. The company/firm should have been in operations for at least 5 years.	Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder / Lead Bidder or A copy of the partnership deed/ instrument of partnership or a Copy of LLP agreement
2.	The bidder should hold following valid licenses on date of bid submission to operate: a) Class 'A' ISP license b) Any license that is prescribed by TRAI / DOT to undertake the activities mentioned in this RFP shall be submitted along with the license copy	The bidder should submit copy of valid Licenses
3.	The bidder must have minimum average annual turnover from the point to point/ internet leased line/ Intranet leased line/ broadband leased line business as intended in the scope of the RFP in last three Financial Year as on 31st March 2024 for each category is as mentioned below. i. for Category 1 - 50 Cr ii. for Category 2 - 20 Cr iii. for Category 3 - 05 Cr Note: Higher category criteria will be considered if bidder is participating in more than one category	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor of FY21, FY 22 and FY23.
4.	The bidder must have positive Net worth in last three Financial Year as on 31st March 2024.	Certificate from the statutory auditor of FY21, FY 22 and FY23
5.	Minimum 5 clients of sector like Gov./PSU/BFSI/Public listed which are having minimum 5 branch offices must be being served by bidder	Completion Certificates from the client; OR Work Order + Self

		Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
6.	The Bidder having minimum active customer base in each district in respective category below: Category 1 – 5000/District. Category 2 – 1000/District. Category 3 – 500/District.	The bidder should submit copy of NOC report/invoice/digitally generated report ascertaining no. of active customers in participated districts. Bidders participating in multiple districts should provide report for each district.
7.	The bidder should have minimum technical resources on company payroll with experienced in providing wired / wireless connectivity services as below category. Category 1 – 50 Category 2 – 20 Category 3 – 10 Note: Higher category criteria will be considered if bidder is participating in more than one category	The bidder should submit HR certificate confirming the total no of Telecom professionals as per category. Bidder participating in multiple categories should provide certificate for each category.
8.	The Bidder should have a Customer Support Centre with toll free number/digital interface which operates 24x7,365 days and is capable of serving participated districts as per the specified service level defined in the RFP.	The bidder should submit the details of support center location on company letter head.
9.	The Bidder should have valid ISO 9001: 2015 and ISO 27001:2022 as on last date of bid submission.	The Bidder should submit valid certificate
10.	The bidder must have one office in Gujarat.	Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / G.S.T. Registration / Valid Lease Agreement. In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.
11.	The Bidder should not have been blacklisted / banned / barred / declared ineligible / declared having dissatisfactory performance by any government / quasi-government authority in India for supply of materials/ carrying out Operations and maintenance work of similar nature	An undertaking on company letter head dully signed by authorized signatory.

12.	Bidder 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.	Self-certification from bidder on Non-Judicial stamp of Rs. 300/- in the prescribed format (Annexure – IX), separately.
13.	<p>Having demonstrable experience of service delivery and O&M POP base/District spread uniformly across the city for optimal coverage.</p> <p>Category -1 50 PoP/ Dist.</p> <p>Category -2 15 PoP/ Dist.</p> <p>Category -3 10 PoP/ Dist.</p> <p>Note : If bidder is participating in multiple district under same or different category then he shall submit cumulative average under respective category to achieve desired marks.</p>	Network PoP Details with capacity and locations on company's letter head

Note:

- i. Bidders who have submitted the valid EMD and other eligibility documents shall be considered for further evaluation. If bidders fail to submit the bid security other eligibility documents as per this RFP document, the Bid shall be out rightly rejected.
- ii. The Bidder must attach valid documents in support to their capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- iii. Technical evaluation will be done only for those bidders who have been found to be in compliance with the Eligibility criteria. The Technical Evaluation Committee based on technical evaluation framework mentioned shall evaluate each proposal and allot technical score as per the technical criteria.

3.1.2 Technical Qualification Criteria

The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following table:

#	Technical Evaluation Criteria	Description	Max Marks	Supporting Documents Required
1.	Average Annual Turnover in Telecom business in last three financial years	Category -1 >50 and < 70 = 2 marks >=70 and < 100 = 4 marks >= 100 = 5 marks	5 Marks	Certificate from the statutory auditor.

		<p>Category -2 >20 and $< 30 = 2$ marks ≥ 30 and $< 50 = 4$ marks $\geq 50 = 5$ marks</p> <p>Category -3 >5 and $< 7.5 = 2$ marks ≥ 7.5 and $< 10 = 4$ marks $\geq 10 = 5$ marks</p>		
2.	<p>Having demonstrable experience of service delivery and O&M customer base/District.</p> <p>Note : If bidder is participating in multiple district under same or different category then he shall submit cumulative average under respective category to achieve desired marks.</p>	<p>Category -1 ≥ 5000 and $< 6000 = 3$ marks ≥ 6000 and $< 7000 = 6$ marks $\geq 7000 = 10$ marks</p> <p>Category -2 ≥ 1000 and $< 1250 = 3$ marks ≥ 1250 and $< 1500 = 6$ marks $\geq 1500 = 10$ marks</p> <p>Category -3 ≥ 500 and $< 600 = 3$ marks ≥ 600 and $< 700 = 6$ marks $\geq 700 = 10$ marks</p>	10 Marks	The bidder should submit copy of NOC report detailing no of customers as per category participated. Bidders participating in multiple categories should provide report for each category.
3.	<p>Experience in Providing connectivity to Govt / PSU / BFSI/Public listed enterprise client.</p> <p>Note : The definition of client is having active connection with minimum 5 branch offices.</p>	<p>No of clients. ≥ 5 and $< 7 = 2$ marks ≥ 7 and $< 10 = 4$ marks $\geq 10 = 5$ marks</p>	5 Marks	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client.
4.	Overall technical resource strength on its payroll as on bid submission date	<p>Category -1 ≥ 50 and $< 75 = 2$ marks ≥ 75 and $< 85 = 4$ marks $\geq 85 = 5$ marks</p> <p>Category -2 ≥ 20 and $< 25 = 2$ marks ≥ 25 and $< 30 = 4$ marks $\geq 30 = 5$ marks</p>	5 marks	Certificate from HR Department/CEO/MD for number of Telecom professionals employed with the firm.

		<p>Category -3 ≥ 10 and $< 12 = 2$ marks ≥ 12 and $< 14 = 4$ marks $\geq 16 = 5$ marks</p>		
5.	<p>Having demonstrable experience of service delivery and O&M POP base/District.</p> <p>Note : If bidder is participating in multiple district under same or different category then he shall submit cumulative average under respective category to achieve desired marks.</p>	<p>Category -1 > 50 and $< 60 = 10$ Marks ≥ 60 and $< 70 = 15$ Marks ≥ 70 and $< 80 = 20$ Marks Category -2 > 15 and $< 20 = 10$ Marks ≥ 20 and $< 25 = 15$ Marks $\geq 30 = 20$ Marks Category -3 > 10 PoPs and $< 13 = 10$ Marks ≥ 13 and $< 16 = 15$ Marks $\geq 16 = 20$ Marks</p>	20 Marks	Network PoP Details with capacity and locations on company's letter head
6.	<p>Approach and Methodology (Presentation) of the firm</p>	<p>a) Understanding of the SoW, each service portfolio, faster connection intends, last-mile connectivity approach: 2 Marks. b) Strategy on expansion of fiber footprint and POP: 2 marks c) Likely challenges to be encountered, mitigation proposed: 2 Marks d) Redundancy and uptime related assurance and approach.: 4 Marks</p>	10 Marks	Technical Presentation
7.	<p>Value added offering over and above the ask of RFP without any additional charges.</p>	<p>Committed additional offerings or creative /innovative offerings.</p>	10 Marks	Part of Technical proposal
8.	<p>Score for higher Uptime commitment. (Minimum Uptime is 98%)</p>	<p>For each 0.5 additional commitment 5 marks will be awarded.</p>	15 marks	Self-declaration with authorize signatory.
9.	<p>Score for faster call first response time (Minimum response</p>	<p>For each 30-minute faster response commitment 2 marks will be awarded.</p>	10 marks	Self-declaration with authorize signatory.

	time is 4 working hours.)			
10.	Score for faster connection commissioning (Maximum permissible time is 14 working days for 70% of awarded connections)	For each day of faster connection commissioning commitment 2 marks will be awarded.	10 marks	Self-declaration with authorize signatory
	Total		100 Marks	

Note:

- i. **Document submitted during technical evaluation is binding to bidder and will be part of final agreement.**
- ii. “Technical bid” will be evaluated only for the Bidders who succeed in Eligibility Criteria.
- iii. Technical Committee will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at committee’s discretion.
- iv. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only those bidders who get a minimum Technical Score of 60% will qualify for the commercial evaluation stage.
- v. For Technical scoring specified parameters district wise mention above shall be considered. However, Financial quote will be taken from Category wise financial bid.
- vi. 70% connectivity shall be required to complete within 14 days from the date of issuance of work order.
- vii. First mode of connectivity shall be fiber. However, in case of issue in ROW permission or route not feasible , GFGNL may allow connectivity through radio.

3.1.3 Final Bid Evaluation

- i. All the technically qualified Bidders will be notified to participate in the Financial Bid opening process.
- ii. The Financial bids of the technically qualified Bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority’s/committee’s discretion.
- iii. Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.
- iv. The bid price shall include all taxes and levies and shall be in Indian Rupees. GFGNL shall not have any liability of paying any taxes (including GST)/charges/levies as part of this project. The bidder has to quote their Price duly factoring all these costs.

- v. Final evaluation will happen on QCBS (60:40), standard QCBS methodology shall be adopted.
- vi. Empanelment of SP and Award of Work
 - i. The Bidder declared as winner SP for respective district will be empaneled with GFGNL to provide services under respective district.
 - ii. The maximum QCBS scorer of each Category will be given priority to choose the locations/District equal to 50% of the Category size. The rest 50% of the Category size will be divided among other empaneled agencies under respective Category. If any category is empaneled with only one SP, then 100% of the work in respective category will be allocated to single SP.
 - iii. GFGNL will also maintain and reserve the other qualified two (2) bidders (next to maximum scorer) of respective districts. On event of nonperformance or non-seriousness or repetitive occurrence of delays in providing connectivity by the awarded bidder, the GFGNL reserves the right to execute the reserve list subjected upon matching the price of maximum QCBS scorer of their participated Category and get empaneled with GFGNL to provide connectivity to end customer as per the scope defined in this bid document.
 - iv. As per the request from the departments / institutions, GFGNL will issue the work order to all SP's for their respective locations as per category of empanelment.
 - v. In event of lack of participation of particular district, GFGNL may call the empaneled SP(s) of Category-1 to work under Category-2 or Category-3 or both, the work order will be executed as per the QCBS price discovered in respective category. Similarly, Category-2 SP's may be called to work under Category-3, the work order will be executed as per the QCBS price discovered in Category-3.
 - vi. GFGNL will publish the discovered item wise rates on its website for the customer information.
 - vii. GFGNL may allow the higher category qualified to match the lower category price of maximum QCBS score and get empaneled with GFGNL to provide connectivity to end customer as per the scope defined in this bid document.
 - viii. The objective of the RFP and financial framework is to cover generalized bouquet of services, usually asked by user departments. In case any specific ask of any telecom related service by the departments over and above the generalize bouquet than instead of denying for the services because of limitation of price discovery, the GFGNL and SP may reserve the option to work out amicable solution jointly based on transparent rates displayed on web portal of multistate Telcos of India /BSNL/DoT. This provision is exceptional and is to be used in the interest of Gov. without binding on each other.

SECTION-4 INSTRUCTIONS TO BIDDERS

4.1 General Instruction to Bidders

All information supplied by Bidders may be treated as contractually binding on the Bidders on successful award of the assignment by the TENDERER on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TENDERER. Any notification of preferred bidder status by the TENDERER shall not give rise to any enforceable rights by the Bidder. The TENDERER may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the TENDERER.

This RFP supersedes and replaces any previous public documentation, communications, and Bidders should place no reliance on such communications. The TENDERER may terminate the RFP process at any time and without assigning any reason. The TENDERER makes no commitments, express or implied, that this process will result in a business transaction with anyone.

4.2 Cost of Bidding

- The Bidder shall bear all costs associated with the preparation and submission of the Bid. The TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- Cost of tender document (Tender fee, if applicable) is non-refundable and cannot be exempted in any condition.
- In case of non-receipt of EMD within stipulated timeline, the bid will be rejected by GFGNL/Dept. of Science & Technology as non-responsive.

4.3 Bidding Document

Bidder can download the bid document and further amendment if any freely available on <https://bharatnet.gujarat.gov.in/> and <https://tender.nprocure.com> and upload the same on <https://tender.nprocure.com> on or before due date of the tender. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid. Under no circumstances physical bid will be accepted.

4.4 Clarification on Bidding Document

Bidders can seek written clarifications by submit its queries, via email to below mail-ids on or before the last date of sending queries as defined in this document.

gmcomm-qfgnl@bharatnet.gujarat.gov,
pmc2@bharatnet.gujarat.gov.in
pmc3@bharatnet.gujarat.gov.in,
pmc@bharatnet.gujarat.gov.in,

The queries should necessarily be submitted with below format in Microsoft Excel (*.xls)

or *.xlsx) only.

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

GFGNL will host a Pre-Bid meeting on the date defined in this document to address the queries (if any) by prospective bidders and may clarify their doubts or share any additional information necessary for them to submit their bid successfully. The representatives of the bidders may attend the Pre-Bid Meeting at their own cost.

4.5 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the TENDERER, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on our websites.

All prospective bidders are requested to browse TENDERER'S website & any amendments/ corrigendum/ modification will be notified on the website and such modification will be part of RFP and binding on them.

To allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, the TENDERER, at its discretion, may extend the deadline for the submission of bids.

4.6 Language of Bid

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

4.7 Bid Security/ Earnest Money Deposit (EMD)

- Bidders shall submit, along with their Bids, EMD (Rs. 4,00,000 for Category-1 , 2,00,000 for Category 2, 1,00,000 for Category 3) in the form of an unconditional Bank Guarantee by Bank Guarantee (which should be valid for 6 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. No. EMD/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Fibre Grid Network Limited." payable at Gandhinagar (in the specified format and must be submitted along with the covering letter.
- EMD of all unsuccessful bidders would be refunded by GFGNL within 60 Days on selection of successful bidder.
- The EMD of the successful bidder would be returned upon successful submission of Performance Bank Guarantee as per the provided format.
- EMD amount is interest free and will be refundable to the unsuccessful bidders without

any accrued interest on it.

- The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- The EMD may be forfeited, In case of a Bidder if:
 - The bidder withdraws its bid during the period of bid validity.
 - The Bidder does not respond to requests for clarification of their Bid.
 - The Bidder fails to cooperate in the Bid evaluation process.
 - In case of successful bidder, the said bidder fails:
 - Fails to sign the agreement in time.
 - Fails to submit performance bank guarantee.

4.8 Late Bids

- Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be REJECTED.
- The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

4.9 Section Comprising the Bids

- All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded. The bid uploaded shall have the following documents:

- **BID SECURITY SECTION**

The bid security in the form of EMD to be prepared preferable in the form of demand draft (or through digital transfer) in favor of "Gujarat Fibre Grid Network Limited." payable at Ahmedabad/ Gandhinagar before the last date and time of the bid submission.

The copy of EMD is to be uploaded on procure portal along with the bid on or before the bid submission date. For the confidentiality, the bidder is allowed to submit original EMD (proof of transaction receipt) at correspondence office within 4 working days after the bid submission date.

ELIGIBILITY SECTION

All relevant documents mentioned in eligibility criteria.

- **PRICE BID SECTION**

Priced bid (in the prescribed format)

Note: Filling up prices anywhere other than the prescribed shall render the bidder disqualified.

- **Annexures & Formats**

- Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide

space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection.

- For all other cases, the Bidder shall design a form to hold the required information.
- TENDERER shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.
- The prices shall strictly be submitted in the given format. Successful Bidder will have to supply/ provide Services with an Invoice from a place located within State of Gujarat.
- Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
- Offered price should be inclusive of all applicable taxes (anywhere in Gujarat state).

4.10 Bid Opening

- Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- In the event of the specified date of Bid opening being declared a holiday for the GFGNL, the Bids shall be opened at the appointed time and location on the next working day.
- The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the TENDERER officer at his/her discretion, may consider appropriate, will be announced at the opening.
- Immediately after the closing time, the TENDERER contact person shall open the Un-Priced Bids and list them for further evaluation.
- Bids that are not opened at bid opening shall not be considered further for evaluation.

4.11 Bid Validity

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

4.12 Contacting the Tenderer

Bidder shall not approach the TENDERER officers outside of office hours and/ or outside the TENDERER office Premises, from the time of the Bid opening to the time the Contract is awarded. Any effort by a bidder to influence the TENDERER officers in the decisions on Bid evaluation, bid comparison or contract award may result in

rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the TENDERER, it should do so in writing.

4.13 Rejection of Bids

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

4.14 Bid Evaluation Process

- The TENDERER will form a committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.
- The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP.
- During the evaluation, committee may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the evaluation will be done based on the information submitted in the bid.

4.15 Award of Contract

As per QCBS method.

4.16 Notification of Award & Signing of Contract

- Prior to expiration of the period of Bid validity, the TENDERER will notify the successful Bidders and issue Lol.
- Within two weeks of receipt of the Contract form, the successful bidder shall sign and stamp the contract and return it to the TENDERER along with performance guarantee.

4.17 Force Majeure

Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the

bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The bidder shall not be liable for forfeiture of its implementation/ Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

4.18 Force Majeure Events

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

- **Natural events** (“Natural Events”) to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon.
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague.
 - Any event or circumstance of a nature analogous to any of the foregoing.
- **Other Events** (“Political Events”) to the extent that they satisfy the foregoing requirements including:
 - Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government (“Direct Political Event”), including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage.
 - Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature.
 - Any event or circumstance of a nature analogous to any of the foregoing.
- **Force majeure** exclusions:

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

 - Unavailability, late delivery
 - Delay in the performance of any contractor, sub-contractors or their agents.
- **Procedure for calling force majeure:**

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 05

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

4.19 Contract Obligations

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

4.20 Amendment to the Agreement

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

4.21 Representations and Warranties

- Representations and Warranties by the Selected Agency:
 - It is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof.
 - The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers.
 - Bidder nor any of its affiliates have immunity from the jurisdiction of a court of from legal process (whether through service of notice, attachment prior to judgement), attachment in aid of execution or otherwise). The successful bidder confirms that all representation and warrantied of the bidder set forth in the Agreement are true, complete in all respects.
 - No information given by the Successful Bidder in relation to the agreement, project documents or any document comprising security contains any material wrong statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.
- Representations and Warranties by the TENDERER

- It has full legal right; power and authority to execute the said project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
- The Agreement has been duly authorized, executed and delivered by the TENDERER and constitutes valid, legal and binding obligation of TENDERER.
- The execution and delivery of the Agreement with the selected agency does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to the TENDERER, its assets or its administration.

4.22 Resolution of Disputes

- If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing. The said clause shall not be applicable in the case of cyber-crimes and any other type of security breach relating to PHI carried out by either bidder organization itself or its employees.
- In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India.
- The place of the arbitration shall be Gandhinagar, Gujarat.
- The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- The proceedings of arbitration shall be in English language.
- The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- Arbitration clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach relating to PHI carried out by either bidder organization itself or its employees.

4.23 Books & Records

The selected agency shall maintain adequate documents related to project's materials & equipment's for inspection and audit by the TENDERER during the terms of Contract until expiry of the performance guarantee.

4.24 Performance Guarantee

- The Selected agency shall furnish Performance Guarantee as provided in the bid document to the TENDERER for an amount INR. 10,00,000 for Category 1, INR. 5,00,000 for Category 2, and INR. 1,00,000 for category 3 for Each awarded district.
- The performance guarantee will be in the form of bank guarantee for the amount equal to amount mentioned above towards faithful performance of the contract obligation, and performance of the equipment during Warranty period. In case of termination of contract, the TENDERER shall invoke the PBG.
- The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Public-Sector Banks/private banks having branch in Gandhinagar/Ahmedabad in the format provided by the TENDERER to be submitted Within 21 calendar days from the date of final work order.
- The Performance Guarantee shall be discharged by the TENDERER and returned to the successful bidder within 30 calendar days from the date of expiry of the Performance Bank Guarantee.

4.25 Termination by the TENDERER:

The TENDERER, reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 30 days' notice in writing if: -

- The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings; In case the TENDERER finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project.
-
-
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- If SLAs are not maintained properly and not provide services as per SLAs, then TENDERER has right to foreclose contract.
- Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default and give the other party an opportunity to correct the default.
- Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.
- During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall

not, whether by act of omission or commission impede or otherwise interfere with party's endeavor to remedy the default which gave rise to the commencement of such notice period.

- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- In case of termination bidder will be paid for the work/services already delivered till the date of termination after deduction of penalties, if any.

4.26 Indemnification

Selected agency will defend and/or settle any claims against the TENDERER that allege that Bidder service and/or branded product as supplied under this contract infringes the intellectual property rights of a third party. Selected agency will rely on Customer's prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.

4.27 Limitation of Liability

Selected agency's cumulative liability for its obligations under the contract shall not exceed the value of the pending part of the assigned orders anytime by the TENDERER within the contract term on the day claim is raised.

4.28 Confidentiality

- Selected agency understands and agrees that all materials and information marked and identified by the TENDERER as 'Confidential' are valuable assets of the TENDERER and are to be considered as proprietary information and property. Selected agency will treat all confidential materials and information provided by the TENDERER with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Selected agency will not use or disclose any materials or information provided by tenderer without its prior written permission.
- Selected agency shall not be liable for disclosure or use of any materials or information provided by the TENDERER or developed by selected agency which is:
 - Possessed by selected agency prior to receipt from the TENDERER, other than through prior disclosure by the TENDERER, as documented by selected agency's written records.

- Published or available to the public otherwise than through a breach of Confidentiality; or
- Obtained by selected agency from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to the TENDERER; or
- Developed independently by the selected agency.
- If selected agency is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, selected agency shall promptly notify the TENDERER and allow reasonable time to oppose such process before making disclosure.
- Selected agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause the TENDERER irreparable harm, may leave the TENDERER with no adequate remedy at law and the TENDERER is entitled to seek to injunctive relief.
- The TENDERER does not follow the practice of asking Confidential Information of selected agency, however if any confidential information is required/shared by the selected agency then selected agency must clearly marked it as “Strictly confidential”. The TENDERER in turn will not share the same without prior concern of the selected agency.
- Above mentioned “confidentiality clause” shall be applicable on both the parties i.e. the TENDERER and the successful bidder.

4.29 Service Terms

- The entire scope of the work depends on the technical skill and experience in management of the same level or kind of capabilities.
- The Bidder must submit regular schedule of manpower availability.
- The Bidder will need to coordinate and approach various departments/Sub-departments/ Boards/Corporations during this contract.
- The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly, as per the guidelines issued by TENDERER from time-to-time.
- TENDERER shall provide office space to the operational consultants in its own premise during project period. All other expenses related to transportation, consumables, stationary, printing, scanning, telephone, food, snacks, etc. in case required, must be completely borne by the Bidder as part of Contract Agreement.
- The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time).

4.30 Fraudulent and Corrupt Practices

- Fraudulent practice means a misrepresentation of facts 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 the TENDERER of the benefits of free and open competition.

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- The TENDERER will reject a proposal for award and may forfeit the EMD and/or Performance Bank Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

4.31 Patent Rights, Copy Right & IPR

- The Service Partner shall indemnify tenderer against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods/services. In the event of any claim asserted by a third party, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and tenderer is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation to the Tenderer including all expenses, court costs and lawyer fees.

4.32 Approvals/ Clearances

- Necessary approvals/ clearances concerned authorities, for establishing the proposed project needs to be obtained by the selected agency.

4.33 Exit Management Procedure

- This Schedule sets out the provisions, which will apply on expiry or termination of the Contract Period and/ or earlier termination of the SP and/ or the SLA for any reasons whatsoever.
- In the case of termination of the Project implementation and/or SLA due to illegality, the parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- The Exit Management Period starts, in case of expiry of Contract, 6 months before the Contract comes to an end or in case of earlier termination of Contract, on the date of service of termination orders to the Service Partner. The Exit Management Period ends on the date agreed upon by the tenderer or six months after the beginning of the Exit Management Period, whichever is earlier.
- During the Exit Management Period, the Service Partner shall use its best efforts to deliver the Services. Payments during the Exit Management Period shall be made in accordance with the Terms of Payment Schedule.
- The selected Service Partner will be required to provide necessary handholding and

transition support to the tenderer's staff or its nominated agency or replacement Service Partner. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.

- The Service Partner shall permit the tenderer and/or any replacement Service Partner to have reasonable access to its employees and facilities as reasonably required by the tenderer to understand the methods of delivery of the Services employed by the Service Partner and to assist appropriate knowledge transfer.

4.34 Extension of Work

At the end of the contract duration, i.e., 7 years, performance of the selected bidder may be reviewed, and the contract may be extended up to 3 Years on mutual consent from both the parties or till the time of selection/onboarding of the new agency.

4.35 SUPPORT FROM EXTERNAL AGENCY

Sub-letting of the extension of the gfgnl connectivity services to connect urban government offices through sps with or without leveraging gfgnl infrastructure engagement is strictly not permitted. The bidder needs to complete all the defined activities as per scope of work under his supervision. However, No Data/ Information should be sent out of the premise without obtaining prior written confirmation from the TENDERER.

4.36 USE OF AGREEMENT DOCUMENTS AND INFORMATION

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

4.37 TAXES & DUTIES

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

- Quoted prices shall be on all-inclusive basis i.e., including all taxes, duties, local

levies, transportation, loading-unloading charges, packing, forwarding, freight & insurance etc.

- Statutory variation in the rate of GST, taking place between the date of award of contract and the original / refixed delivery period or service period, shall be to the Tenderer's account. For claiming any change in price due to such Statutory variation, the successful bidder shall have to lodge claim before the Tenderer providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / refixed delivery period. Tenderer shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.
- No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the Tenderer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

4.38 Payment Procedure

- The TENDERER shall certify actual implementation. The SP has to ensure proper handholding & support of the system.
- The payment to the SP will be done Quarterly based on the acceptance of the invoice and adjustment of all penalties by the GFGNL/Concern Department or its designated agency.
- The SP shall submit original copies of invoices along with the necessary supporting documents as may be required by the GFGNL/Concern Department for processing of invoices. Invoice should be raised in English language only.
- The GFGNL/Department shall verify the Invoice raised against the milestone achieved & shall make the payment after deduction of penalty, if any.
- Payment shall be made in Indian Rupees. While making payment, necessary TDS, income tax and any other applicable tax, if any, shall be deducted.
- 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 pay the following One Time Connection (OTC) charges:
 1. For broadband connections (FTTX) the amount admissible as per the BNU(BharatNet U) scheme will be paid that is rupees 4000 in installment(2500+750+750).
 2. For Intranet (P2P) the amount admissible as per the BNU (BharatNet U) scheme will be paid. Over and above to support estimated capital expenditure for laying last mile/ Local lead/other equipment expenses, the GFGNL will pay 6000 rupees Per connection.
- The Payment will be released after delivery of service and submitting customer acceptance certificate. The Payment will be released along with all the services on quarterly basis, in the subsequent quarter. The Bidder has to ensure the minimum

service lock-in period of 12 Months for OTC connections. In case the connection is terminated with less than defined duration, GFGNL may recover OTC from subsequent payment on proportionate basis.

- GFGNL will pay upfront 50% of quarterly invoice amount within 1 month from the date of Invoice submitted subject to satisfactory commissioning and running of the link/ services. For the balance 50% ,the SP's will be responsible to follow-up with the department for release of payables to GFGNL. The GFGNL will also suitably facilitate SPs and coordinate with department for timely payables. GFGNL along with respective SP will jointly approach to customer to resolve for timely resolution of any issues pertaining to particular claim.

SECTION-5 SCOPE OF WORK

5.1 Scope of Work

GFGNL intends to enhance the digital services delivery to end customers by leveraging expertise, resources and infrastructure.

To deliver the services GFGNL poverties to empanel Service Partner who will be partnering with GFGNL to provide digital services and connectivity to Offices / Institutions like Cooperative Banks, CID Branches/other offices of Home Department, Property Registration Offices, Transport Department, Health Department Offices, Education Department Offices, District Offices, and other Offices working under Government of Gujarat.

This synergy fosters an environment conducive to providing seamless and accessible digital services, ultimately benefiting the end customer with improved experiences and outcomes.

SP's will be empaneled to work on revenue sharing model with sharing of 25% of the total generated revenue with GFGNL. The SP's contract shall be valid for a period of 7 years with provision to extend for additional 3 years as per GFGNL's discretion.

The empaneled SPs shall be responsible to provide below services to all government offices/institutions that are governed by Municipal Corporation (MC), Urban Local Body (ULB), Government of Gujarat (GoG).

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

In addition, the empaneled SP can offer its product as per their Product portfolio to customer within the permissibility of the valid Telecom license available with the bidder & guidelines issued by DoT / TRAI.

Whole Gujarat POP locations has been divided into three categories:

Sl.No.	Category	POP Location Districts
1	Category - 1	1) Ahmedabad 2) Baroda 3) Surat 4) Rajkot

2	Category - 2	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
3	Category - 3	1) Porbandar 2) Dohad 3) Patan 4) Valsad 5) Banaskatha 6) Surendranagar 7) Amreli 8) Tapi 9) Dangs 10) Narmada 11) Aravalli 12) Botad 13) Chhota Udaipur 14) Devbhumi Dwarka 15) Gir Somnath 16) Mahisagar

Below is the broad list of activities (but not limited to) that has to be carried out by the SP.

- i. Successfully connecting & integrating customer location & delivering services as per customer requirement.
- ii. Each SP shall act as a single Agency to organize and manage supply, installation, commissioning of all required Network Links, bandwidth and integrating customers locations as per customers scope of work.
- iii. The SP will be responsible for the smooth functioning of the entire network connectivity, and availability of sufficient quantities of all the critical components to maintain the guaranteed uptime as per customers requirement.
- iv. Local district level network : The SP's shall utilize its own connectivity footprints, active/passive infrastructures across the participated district to connect the links to the customer offices. The SP shall co-locate his district connect points with GFGNL district POP for district level interconnect in between GFGNL network and SP network.

- v. District level local break out : The SP shall provide district level internet breakout for the end client through using his own internet infrastructure.
- vi. For intranet Transport layer for long distance : The SP may leverage GFGNL transport network for long distance connectivity in between district POP of GFGNL to state POP of GFGNL for providing GSWAN connect with state data center (SDC) at Gandhinagar/any long distance intranet requirements for the clients. In absence of availability constraints at the end of GFGNL, the SP may use his own statewide area network for fulfilment of long-distance connectivity requirement as part of long term partnering relationship till the time GFGNL strengthen/expand its long distance footprint. As part of commitment from the GFGNL side, GFGNL is committed to accord first priority to the SP for allowing GFGNL expanded network and strength.
- vii. Transport layer for long distance intranet : The SP's may reach out to GFGNL for any major challenge (such as: non-availability of their footprint /last mile nodes) and seek for necessary permission to connect on GFGNL POP to deliver the service to customer.
- viii. The SP shall provide the details of its PoP location / OLT / GP locations where upon approval the bandwidth may be injected in to the GFGNL's Network & taken out of the GFGNL's Network for customer connectivity. Bidder will have to provide necessary technical information like type of equipment port required to establish connectivity with GFGNL Network, bandwidth to be configured, VLAN (if any) etc. to GFGNL for circuit provisioning in GFGNL's Network.
- ix. Under complete predilection and interest of Gujarat Govt, GFGNL may provide infra, power, space and backhaul network. The SP is responsible to connect to GFGNL POP at no further cost to GFGNL.
- x. The SP's shall be responsible to obtain all the necessary clearances, permissions, licenses/permit etc. from all the authorities in concerned to provide network connectivity to end customer. In any case, GFGNL will not held responsible for any lapse in procedure, permission issue, improper procedure, etc..
- xi. The SP's will be allowed to implement last mile connectivity on wireline as well as wireless media as per field feasibility.
- xii. Regular Software / firmware upgradation of the last mile networking components such as routers, switches, (P2P /P2MP) radios, Mini OLTs, Media Converters etc. installed by the bidder for smooth functioning of the Network & customer link without any further cost to GFGNL.
- xiii. The SPs shall be responsible for smooth operation and maintenance of the delivered link which includes all other active and passive component supplied and installed under respective order.
- xiv. The ISP should assign one SAM (Service Assurance Manager) for the customer.
- xv. The SP's shall provide Software Tool / Method to measure / check the Bandwidth provided to the customer.
- xvi. The SP's shall manage End to end link management and maintenance on a 24x7x365 days basis from their own operational support facility.
- xvii. The SP shall provide facility of centralized trouble ticketing tool for call logging, monitoring, and troubleshooting purpose.

- xviii. The SP's should have well defined capabilities and procedures to track call resolution Progress status and provide the updates to the customer. In addition, ISP should have well defined management and technical escalation procedures.
- xix. The SP's shall provide extremely reliable network at all levels.
- xx. The Bandwidth / connectivity shall be supplied strictly in accordance with the specifications and SLAs as stated in this document.
- xxi. Bidder must coordinate with end customers for any arrangement of power, earthing, utility billing process, sub-meter for electrical connection, and other required resources.
- xxii. The SP's shall provide reliable automated source (Software/Web application) to monitor customer base, revenue stream (reliable monitoring and additional comment), and GFGNL revenue share.
- xxiii. The SP's shall also share Quarterly revenue generation statement with several customer connectivity at the end of every quarter.
- xxiv. The SP must ensure upgrade/downgrade of link bandwidth as and when required by the customer within 1 week from the date of issue of WO in case of soft upgrade and downgrade. If there is any hardware changes same should be done within 2 weeks from the date of receipt of work order/LOI. For any such upgrade/downgrade One Time Charges (OTC) if any, will not be payable. SP should plan for shifting without any downtime in the services except for the resilience period at the time of configuration.
- xxv. The bidder has to ensure not to damage any of the GFGNL assets/ resources (active/passive). In-case any damage is done to the existing assets/resources GFGNL will have all the rights to recover from the payables/SD/PBG of the selected bidder.
- xxvi. SP's are required to submit the FAT (Final acceptance) report as prescribed by GFGNL and signed by end customer after successful delivery of services.
- xxvii. The SP's can perform sales & marketing activities to on-board new customers.
- xxviii. The SP's will be free to sale its product as per their Product portfolio within the permissibility of the valid Telecom license available with the bidder & guidelines issued by DoT / TRAI. The empaneled SP's will have to submit the details of all the products available in their portfolio and all types of applicable rates to be charged to customers. Product rates must be within the upper limit as prescribed by DoT. Any better plans with more benefits to customer will be allowed to sale after joint discussion and consent with GFGNL. After completion of the second year, the rate will be reviewed every year and revision will be as per market eco system and approval from GFGNL. Downward revision of the rates will be allowed. For rate revision BSNL rate revision will be considered as reference.
- xxix. SP's will also share the agreed revenue percentage with GFGNL for the services provided from their product portfolio with approved rates by GFGNL.
- xxx. Bidder is required to provide automated SLA report (up time, ordered bandwidth and service resolution time) along with Helpdesk based SLA report on quarterly basis.

- xxxi. Selected bidder will have to comply to all the rules & regulations of DoT / TRAI / GoI / WPC / SACFA / any other statutory body and Services provided to the customers shall be subject to Indian Telegraph Act 1885 and DoT / TRAI directions.
- xxxii. The empaneled RSAs has to sign Tri-party NDA (Non-disclosure agreement) along with each contract. NDA format will be share later with the empaneled RSA's.

5.2 Project Implementation

- i. Respective Department or its designated agency shall monitor the Project and all acceptances and inspection of work will be undertaken by them. All Invoices, Vouchers, Bills for supplied services by SP's under the scope of the work will be verified measured and accepted by such designated agency to department, for release of payment.
- ii. The SP's shall arrange to obtain all statutory and regulatory permission (If any) at no cost to the Government of Gujarat.
- iii. The SP's shall not disturb or damage the existing GFGNL and customer premises infrastructure. If in case any damage to the network is done, the same shall be corrected with no extra cost(Labour and Material).
- iv. Any damage caused to the property of Government bodies/GSDC/any other private bodies/individual while executing the job shall be solely SP's responsibility. In case any damage to the property is caused, the same will be recovered from the SP's.
- v. The SP's shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from GFGNL/ concern Department.
- vi. The SP's shall have to furnish the documentation of the work undertaken in consultation with GFGNL/Department representatives.
- vii. The SP's shall be fully responsible for executing the Project in totality and should include the items and their prices, if not included in price bid/quotation to complete the project on turnkey basis. Any claim whatsoever in this regard will not be entertained later.
- viii. GFGNL/Department reserves the right to call upon SP(s) for any clarification, escalation, communication, review, etc. with prior intimation. The concern SP must make necessary arrangement for the same.
- ix. The SP's shall be responsible and take required insurance for all their assets and representatives working on the site at their own cost. GFGNL/Department will not be responsible for any loss or damage to any of the asset or representatives of SP's during the said empanelment period.
- x. The SP's will have to maintain reasonable professional indemnity insurance, or such other insurances as required under applicable laws of India as per the requirement of project. On request, the SP shall provide a confirmation from its insurers that such insurance is in place.

- xi. All work shall be performed and executed by the SP's in strict conformity with the engineer-in-charge / representative from concern department / GFGNL and any relative instruction issued to the SP(s) by the Engineer-in-charge time to time.
- xii. Preferable all the solution should be cyber security compliance and TEC compliance. Connectivity is primarily provided to government offices hence cyber security and governance related protection shall be provided by the bidder.

5.3 Operation and Management

- 1. The empaneled SP's shall be bound by the Service Level Agreements (SLA) under the contract and is required to provide the support services, Operations & Maintenance services during the contract period of respective work order from the date of Go Live.
- 2. The SP's shall be responsible for monitoring the system for the day-to-day operations and management through its own monitoring tool.
- 3. The SP's will have to do the following tasks and activities (not limited to) during the O&M period:
 - a. To do day-to-day check and monitor the Link availability and Network.
 - b. Testing and troubleshooting of the Network and Links as and when required
 - c. Complaint, incident resolutions as per the SLA terms and conditions
 - d. Monitoring of Bandwidth Utilization, identification of unusual traffic for security perspective.
 - e. Preparation & submission of MIS reports on a regular basis as stated below and as and when asked by the GFGNL/Department.
- 4. MIS Report:
 - a. The bidder should submit the reports monthly basis or as on demand in a mutually decided format.
 - b. Copy of these reports shall be delivered/submitted via email/on paper at specific frequency and to the pre-decided list of recipients.
 - c. The bidder should also submit certain information as part of periodic review as and when required by the GFGNL/respective Department.
 - d. The minimum set of reports required are as given below. GFGNL/respective Department may request such reports at any time irrespective of a predefined scheduled. Moreover, any new report may be requested by GFGNL/respective Department during the tenure of the contract.

Monthly / as on demand basis Reports	<ul style="list-style-type: none"> • Consolidated SLA / (non)-conformance report • Log of preventive / scheduled maintenance undertaken • Log of break-fix maintenance undertaken • Network Utilization • Network Uptime Statistics & Threshold violation • Overall & link wise Bandwidth utilization. • Link Utilization reports(in/out)
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	<ul style="list-style-type: none"> • Link fault incidents • RCA for down time/fault/disruption for the links • Any other reports required by the GFGNL/DST.
Quarterly Reports	<ul style="list-style-type: none"> • Uptime, Downtime and performance report • SLA compliance Report for the Quarter

5.4 Responsibilities of GFGNL

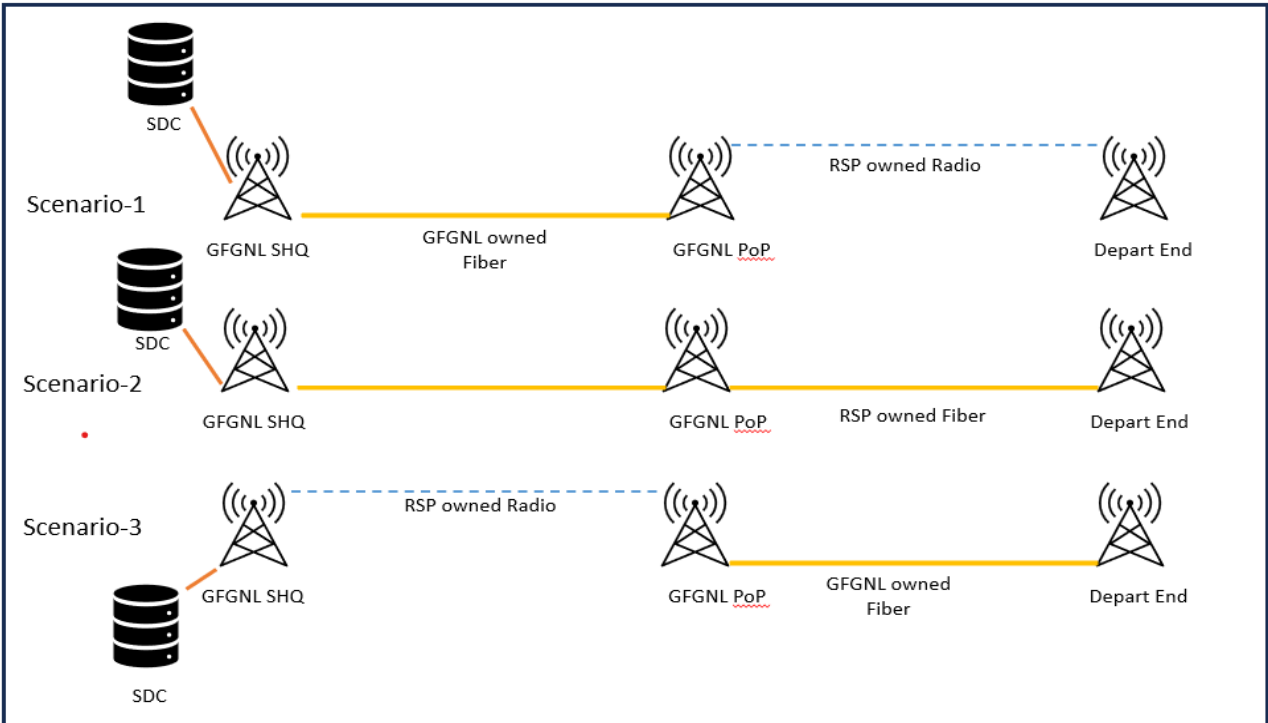
- i. This document is exclusively for onboarding and empanelment of SP's only.
- ii. GFGNL will intimate the requirement to the SP's in advance and issue a work order to empaneled SP's in respective category. GFGNL will also ensure that work is allocated all empaneled SP's.
- iii. The SP shall complete / commission the work within the prescribed timelines.
- iv. The selected SP shall not assign the project / work to any other agencies, in whole or in part, to perform its obligation under the agreement.
- v. Mere onboarding of SP with GFGNL does not guarantee allocation of work.
- vi. 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 SP or any other agencies which GFGNL deems to meet the deadline.
- vii. The payment terms and commercial conditions for each work will be as per the service request floated by GFGNL for the specific work.

5.5 Joint Responsibilities of GFGNL and SP:

- viii. If the customer raises any concerns regarding deliverables, performance, or payment, GFGNL and SP will collaborate to address these issues promptly, aiming to improve the overall end customer experience and satisfaction.
- ix. The primary responsibility for government processes such as ROW permission, access-related permission, and space permission lies with the SP. However, the GFGNL will provide support and assistance on a case-by-case basis to expedite the delivery of services when necessary.

i. Providing connecting in mix scenario.

Blow mentioned scenarios are indicative, SP shall be allowed to use radio/ fiber or a combination of Radio and fiber to connect the end customer office to State head quarter located in Ahmadabad.



SECTION-6 Service Level Agreement (SLA)

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the SP to tenderer for the duration of the contract for providing Applications, Operation and Maintenance support against the stated scope of work. Tenderer shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA.

6.1 Definitions of SLAs

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings as set forth below:

- “Incident” refers to any event / abnormalities in the functioning of TENDERER specified services that may lead to disruption in normal operations of TENDERER services.
- “Response Time” shall mean the time taken after the incident has been reported at the concerned reporting center in resolving (diagnosing, troubleshooting and fixing) or escalating to (the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level escalation.
- The resolution time: the resolution time is the time taken for resolution of the problem and this includes provisioning of the work around to immediately recover the situation. The resolution time shall vary based on the severity of the incident reported.

6.2 Categories of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the SP shall be reviewed by TENDERER against this SLA. The SP shall:

- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

6.2.1 Implementation related penalty

These SLAs shall be strictly imposed, and an audit shall be carried out at the sole discretion of TENDERER for certifying the performance of the services against the target performance metrics as outlined in the table below:

Milestone	Target	Severity	Penalty
Date of issuance of intimation order	NA	NA	NA

for locations to be connected=T			
Delivery of required services	If no. of sites to be delivered is 1 to 100 then timeline = T+10 days.	Critical	A Penalty of 0.5% of the total order value per week for delay subject to maximum upto 10% or the total order value.
	Sites >=100 and <=200 then timeline =T+20 days.		
	Sites >200 and <=300 then timeline =T+30 days.		
	Sites >300 and <=400 then timeline =T+40 days.		
	Sites >400 and <=500 then timeline =T+50 days.		
Holding valid regulatory licenses during the period of empanelment	During the Contract period	Critical	Failure in compliance observed may result into penalties of INR 10,000/- per month from the date of expiry of licenses.

Note: If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of TENDERER. If delay exceeds maximum delay at the milestone, TENDERER may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.

6.2.2 Operational Penalties

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

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.

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.
8	Any link is continuous down for more than 3 days	Over and above applicable penalties, down period revenue will not be paid, calculated on pro-rata basis per down link
9	For two consecutive quarters if uptime is less than 90%	This shall be considered material breach of service levels. The GFGNL reserves the right to terminate the partnership without further mention of reason thereof in the larger interest of protecting credibility of the GFGNL.

1. Preferred Latency and Packet Loss:

a. Following Performance parameters tested at any point of time from customer end to google DNS.

- Latency < 20 ms
- Packet drops < 1 in 1 million

b. Following Performance parameters tested at any point of time between the Customer's NW perimeters to POP device of the ISP.

- Latency < 1 ms
- Packet drops < 1 in 1 million
- Jitter should be less than 5 ms

2. Delay in timely attending customer grievances and resolution: -At any given movement, in case customer grievances in form of letter or any way of communication 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.

3. For any customer service down or service complain unresolved more than 48 working hours and in purview of bidder for restoration, additional penalty of INR 100/- per day (or as decided by authority subject to billing) to be deducted from revenue share.

4. Bidder is required to provide automated SLA report along with Helpdesk based SLA report on quarterly basis.

5. Downtime due to a 'planned outage' for which prior approval has been given by the GFGNL or concern department. The uptime or Downtime calculation will not include any downtime related to any media & its equipment, which are not provided/ installed by the Successful bidder.

6. In case bidder is not able to provide the required log as prescribed in GFGNL format at the end of first week of quarter/month or whenever asked then penalty of INR 2000/- per day will be applicable.

Process to measure the SLA and Penalty:

Step 1: All problems/issues faced by users need to be communicated to Support helpdesk / Official Letter / E-Mail.

Step 2: Upon receipt of a complaint, to reproduce the problem Team would first contact the user via telephone/email and understand the problem. If required, visit will be made to the User's Desk.

Step 3: Upon confirmation of the problem, team resolved the Problem and Inform the User. If Problem is not under support team than support team, contact to team and team would resolve the problem as per the SLA matrix provided above.

Step 4: Upon resolution of the problem, if Problem resolved by team, they would inform the support team and support team will inform the concerned user.

Penalty Calculations

- Penalty calculations shall be calculated on accumulated non-compliance for all the above SLAs.
- Total Time shall be measured on normal office hours of Gujarat Government.
- Any planned downtime for maintenance shall be with prior written permission from TENDERER and must be intimated to all users.

Any availability/uptime requirements under SLA shall be subject to standard downtime, the time lost due to any of the following reasons will not be considered while calculating the availability/ uptime requirement as per the SLA clause:

- Time lost due to power or environmental failures.
- Time taken to recover the system because of power or environmental failures.
- Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes.
- Time taken for reconfiguration or other planned downtime situations.
- Scheduled shutdowns as required by SDC/ tenderer.

The quarterly operational penalty is capped at 10% of quarterly invoice value. However, if such value of 10% is reached for any Two Quarters consequently during the contract period, then the TENDERER will have the right to terminate the contract.

SECTION-7 FINANCIAL BID

FINANCIAL BID FORMAT

1. Financial Bid is divided into three Categories that shall be filled by the bidder.
2. The Bidder can Participate in Category-1, Category-2 or Category-3 and Quote for the same in the financial bid.
3. The bidders who have participated for Category 1 will have to fill the price of for Category-1 only in financial bid.
4. The bidders who have participate for Category 2 will have to fill the price for Category-2 only in financial bid.
5. The bidders who have participated in Category 3 will will have to fill the price for Category 3 only in financial bid.
6. The price quoted by the bidder in financial bid should be at a lower side for each line item and the value should be greater than zero and less than/Equal to the Price listed in the SP's Product Portfolio.
7. The bid price shall include all taxes and levies and shall be in Indian Rupees. GFGNL shall not have any liability of paying any taxes (including GST)/charges/levies as part of this project. The bidder has to quote their Price duly factoring all these costs.
8. The bidder Participating in should fill the price to their respective Category only. The bid with incomplete financial bid / price quoted in any other category will merely be rejected.

7.1 Financial Bid formula

Sl.No.	Service	Multiplying Factor	Speed (in Mbps)
1	Point to Point secured leased circuit	X1* speed	10 to 30 Mbps
2		0.70 * X1* Speed	30 to 50 Mbps
3		0.60 * X1 * Speed	50 to 100 Mbps
4		0.50 * X1 * Speed	>100 Mbps
5		0.40 * X1 * Speed	>200 Mbps
6	Intranet leased line (any service location to SDC Gandhinagar)	X2* speed	10 to 30 Mbps
7		0.70 * X2* Speed	30 to 50 Mbps
8		0.60 * X2 * Speed	50 to 100 Mbps
9		0.50 * X2 * Speed	>100 Mbps
10		0.40 * X2 * Speed	>200 Mbps
11	Broadband Internet (Asymmetric BW)	X3* Speed	10 to 30 Mbps
12		0.70 * X3* Speed	30 to 50 Mbps
13		0.60 * X3 * Speed	50 to 100 Mbps
14		0.50 * X3 * Speed	>100 Mbps
15		0.40 * X3 * Speed	>200 Mbps
16	Internet Leased Lines (ILL) Symmetric BW	X4* Speed	10 to 30 Mbps

17		0.70 * X4* Speed	30 to 50 Mbps
18		0.60 * X4 * Speed	50 to 100 Mbps
19		0.50 * X4* Speed	100 to 200 Mbps
20		0.40 * X4* Speed	>200 Mbps
	Total		

7.2 Category -1

Category 1		
Sr No	Service	Cost
1	Point to Point secured leased circuit	X1
2	Intranet leased line (any service location to SDC Gandhinagar)	X2
3	Broadband Internet (Asymmetric BW)	X3
4	Internet Leased Lines (ILL) Symmetric BW	X4
	Total	

7.3 Category -2

Category 2		
Sr No	Service	Cost
1	Point to Point secured leased circuit	X1
2	Intranet leased line (any service location to SDC Gandhinagar)	X2
3	Broadband Internet (Asymmetric BW)	X3
4	Internet Leased Lines (ILL) Symmetric BW	X4
	Total	

7.4 Category -3

Category 3		
Sr No	Service	Cost
1	Point to Point secured leased circuit	X1
2	Intranet leased line (any service location to SDC Gandhinagar)	X2
3	Broadband Internet (Asymmetric BW)	X3
4	Internet Leased Lines (ILL) Symmetric BW	X4
	Total	

SECTION-8 ANNEXURES & FORMATS

8.1 Format I

Proposal Covering Letter

(To be on the Bidder's letterhead duly Signed by Authorized Signatory)

Tender Ref No:

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

Ref: RFP for selection of Service Partner for providing ----- for a period of 10 Years

Dear Sir,

We (Name of the bidder) hereby submit our proposal in response to notice inviting tender document no. xxxxxxxxxx Dated: xx.xx.xxxx and confirm that:

1. All information provided in this proposal and in the attachments, is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the items (including services) as per the price bid format as mentioned in the RFP.
5. We the Bidder are not under a declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. We have an office in the state and relevant documents for the same are attached. We undertake that if the local presence is not there in the state, that we shall establish an office at Gandhinagar/ Ahmedabad, within 45 days from the date of the award of contract.
7. Gujarat Fibre Grid Network Limited (GFGNL) may contact the following person for further Information regarding this tender:
 - a. Name & Designation:
 - b. Full address of office
 - c. Email ID & Contact No.
8. We are uploading our Response to the RFP (Eligibility, technical and financial bid documents) as per the instructions set out in this RFP.

Yours Sincerely,

(Signature)

Name of Authorized Signatory:

Designation:

Date:

Name of the bidder:

8.2 Format II

Format for Power of Attorney

(To be provided in original on stamp paper of value required under law duly Signed by 'bidder')

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we (Name and registered office address of the constitute, appoint and authorize _____ Bidder) do hereby (Name of the Mr./Ms./Mrs. _____ Person(s)), domiciled at _____

_____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose Signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Contract "RFP for selection of Service Partner for providing _____ for a period of 10 Years", vide RFP (Tender Document)

Document No. _____ dated _____

, issued by Gujarat Fibre Grid Network Limited (GFGNL), including Signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Gujarat Fibre Grid Network Limited (GFGNL) or any governmental authority, representing us in all matters before Gujarat Fibre Grid Network Limited (GFGNL), and generally dealing with GFGNL in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accept (Attested Signature of Mr./Ms./Mrs. _____)

(Name, Title and Address of the Attorney)

Notes: To be executed by the Bidder - The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. - Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

8.3 Format III

Bank Guarantee format for Earnest Money Deposit

Date:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated

----- in response to the Tender no: xxxxxxxxxxxxxxxxxxxxxx for

----- 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 to Gujarat Fibre Grid Network Limited (GFGNL) , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----
-----day of --2024.

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 6 months 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 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 SELLER and not withstanding any security or other guarantee that the TENDERER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day _____ of

_____2024. Signed and delivered by

For & on Behalf of
Name of the Bank &
Branch & Its official
Address with seal

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time.

8.4 Format IV

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,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for "RFP for selection of Service Partner for providing ----- for a period of ----- Years (**Tender No. xxxxxxxxxxxxxxxxx Dated: xx.xx.xxxx**) for the Department of Science & Technology, Government of Gujarat.

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

1. WHEREAS we____("the Bank", which expression shall be deemed to include its successors and permitted as Signs) have agreed to give the Gujarat Fibre Grid Network Limited ("GFGNL") 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 GFGNL under the terms of their Agreement dated_____. Provided, however, that the maximum liability of the Bank towards GFGNL under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

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

Attention Mr._____.

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

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

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

4. The BANK also agrees that 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 GFGNL may have in relation to the Bidder's liabilities.

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

6. This Guarantee shall be governed by the laws of India and the courts of Gandhinagar shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of ,2024

Witness

(Signature)
(Name)

(Official Address)

(Signature)
Bank Rubber Stamp
(Name)

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 & Urban Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time.

8.5 Format V

Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Earnest Money Deposit (E.M.D.)			

Eligibility Criteria

Form No. A: Company Registration

Sr. No.	Name of Bidder	Certificate of Incorporation	Document Submitted or Not?
1			

Note: Please fill this form and upload the supporting documents.

Form No. B: Office in GUJARAT

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				

Note: You may mention more than one office (if applicable) by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form No. C: Work Experience

Sr. No.	Project	Project Details	Period of Contract	Contact details of client	Type of supporting document attached
1					

Note: You may mention more than one project by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Financial Details of the Bidder

Turnover (INR: In Lakh)		
2020 – 21	2021 – 22	2022-23

Note:

1. Submit the audited financial statement/ audited annual report of the above-mentioned financial years.

Name:

Designation:

Signature of the Authorized Signatory (with seal):

8.6 Format VI

Performa of Compliance Letter

(Submit copy on Bidder's letterhead duly signed by Authorized signatory) Date: *dd /mm /yyyy*

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

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

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of

<<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>. We have to inform you that we have read and understood the technical specifications and total requirements of the above-mentioned bid submitted by us on <<Date>>. We hereby confirm that all our quoted items meet or exceed the requirements and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all quoted items meet technical specifications of the bid and that such technical specifications override the brochures/standard literature if the same contradict or not indicated in brochures.

We are not banned or blacklisted by any Government institution of India.

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

Thanking you,

For <Name of the bidder>>

<<Authorized Signatory>>

<<Stamp of the bidder>>

8.7 Format VII

Declaration Letter

Physical submission on Company's letter head.

Date : <<dd-mm-
yyyy>> To,

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

Subject: DECLARATION OF NOT BANNED/BLACKLISTED/DEBARRED

Dear Sir,

With reference to the tender “<<*Tender Name*>>”, I, undersigned <<*Name of Signatory*>>, in the capacity of <<*Designation of Signatory*>> certify that, our Company <<*Name of the bidder*>> is not banned or blacklisted or debarred by any Central/State Government Authority/Institution.

Signature: _____

Name: _____

Designation : _____

Name of the Company: __

Date: ____/____/____.

Place: _.

8.8 Format VIII

On letterhead of Bidder/ESP/OEM

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

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

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

(Signature)

Authorized representative of <<Name of Bidder/ESP/OEM>>

8.9 Format IX

Format of MAF/OEM Authorization

No. _____ dated _____

To

Ref: Tender No. _____

Subject: _____

Dear Sir,

We, _____ who are established and

reputed developers/manufacturers of _____
 having development center/ factories at _____

_____ (address
 of development center/factory) do hereby
 authorize M/s. _____

 _____ (Name &
 Address of agent) to submit a bid and sign the contract with you against above mentioned RFP.

We authorized the _____ (name of the bidder) for the following modules/products:

Sr. No.	Product Name	Make & Model

<<for Software components>>

We hereby confirm that the offered Product in the referenced RFP will be provided unconditionally with a back to back warranty and support including subscription covering upgrades, updates, patch updates, bug fixes, Fault Reporting, Trouble Ticketing, call resolution etc. available for the period of two years for the entire scope of the project through M/s _____ (SI/ Bidder) from the date of Go-Live and also till Go-live.

<<For Hardware components>>

We hereby confirm that the offered Product in the referenced RFP will be provided unconditionally with a back-to-back warranty, maintenance, support services and parts availability etc. for proposed product etc. available for the period of two years for the entire scope of the project through M/s _____ (SI/ Bidder) from the date of Go-Live and also till Go-live.

Yours

faithfully,

(Name)

(Name of manufacturers)

8.10 Format X

Affidavit Format

(This should be on Rs. 300/- duly notarized Non-Judicial Stamp Paper)

I, _____ <<Name of the bidder>> on behalf of <<Bidder's Company Name>> herewith confirm that <<Bidder's Company Name>> has ---- nos. of employees on company's payroll of specific domain asked under this RFP, which are working for the past one year.

Whatever stated above is true and correct to the best of my knowledge and belief.

Signed & Sealed by an authorized Signatory.

8.11 Priority List XI

Sr No	Category	District	Priority(P1-Pn)
1			
2			