



Department of Science & Technology
Government of Gujarat



**Request for Proposal (RFP)
For
Selection of Business Service Partners
For FTTH/FTTX broadband connections along with Value Added
Services using Bharat Net Phase II Network**

Issued by:
Gujarat Fibre Grid Network Limited
Reference No: GFGNL/GFG/e-file/263/2024/0111/Commercial-Utilization

10th October 2024

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[Signature of the bidder]

I. DISCLAIMER

The information contained in this Request For Quote(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 document 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 obtaining 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 document 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 document. 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 document 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.

[Signature of the bidder]

II. Abbreviations

Abbreviations	Description
GFGNL	Gujarat Fibre Grid Network Limited
GoG	Government Of Gujarat
IT	Information Technology
BSP	Business Service Partner
NMS	Network Management System
OFC	Optical Fiber Cable
PoP	Point of Presence
RFP	Request for Proposal
SLA	Service Level Agreement
SPV	Special Purpose Vehicle
TDS	Tax Deducted at Source
UPS	Uninterruptable Power Supply
VAS	Value Added Services

IV. Structure Of the RFP

Tenderer desires, "Request for Proposal(RFP) for Selection of Business Service Partner for FTTH/FTTX broadband connections along with Value Added Services using Bharat Net Phase – II Network ". This RFP is meant to invite proposals from the interested bidders capable of delivering the services described herein this document. Details of the same are given in following sections:

Section	Description
Section I	KEY INFORMATION & INSTRUCTIONS
Section II	INTRODUCTION
Section III	OBJECTIVE OF RFP
Section IV	SCOPE OF WORK
Section V	QUALIFICATION CRITERIA
Section VI	SERVICE LEVEL AGREEMENT

[Signature of the bidder]

Section	Description
Section VII	FINANCIAL BID
Section VIII	GENERAL TERMS, INFORMATIONS AND CONDITIONS
Section IX	ANNEXURES & FORMATS

V. 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	Request for Proposal(RFP) for Selection of Business Service Partner for FTTH/FTTX broadband connections along with Value Added Services using Bharat Net Phase – II Network
3.	Date of Publication	10/10/2024
4.	Availability of RFP Document	The RFP document can be obtained on website Home GFGNL (gujarat.gov.in) , https://qfgnltender.nprocure.com https://gil.gujarat.gov.in/
5.	Name and address for communication, correspondence and seeking clarification regarding the RFP & address at which bids documents to be submitted	Chief Finance Officer (CFO) Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar -382010 email id: mgoperations-qfgnl@bharatnet.gujarat.gov.in , pmc@bharatnet.gujarat.gov.in , pmc3@bharatnet.gujarat.gov.in
6.	Last date for receiving queries/clarifications	The last date of submission of pre-bid queries shall be 21/10/ 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	21/10/2024 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</i>

[Signature of the bidder]

#	Particular	Details
		<i>sole discretion, choose to publish responses to the pre-bid queries and /or any corrigendum on website or may send through email or any other means.</i>
9.	Last date for submission of Bid/proposal	07/11/2024 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)	08/11/2024 at 06:10 pm (Date of submission of 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	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 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
12.	Bid Security/ Earnest Money Deposit (EMD) Amount Payable	Rs. 5,00,000/- in the form of -demand draft (or through digital transfer) 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
13.	Submission of Integrity Pact, EMD, RFP Document Fee and Letter of Authorization	08/11/2024 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://gfgnltender.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

[Signature of the bidder]

#	Particular	Details
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
20.	Contract Duration	5 years from the date of issue of WO which may be extended further for next 2 years on the terms and conditions mentioned in the RFP.
21.	PBG(Performance Bank Guarantee)	Rs 12,00,000/- Per Package on the name of "Gujarat Fibre Grid Network Limited, Gandhinagar

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-I 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.

- i. Bidder shall upload their bids on <https://gfgnl tender.nprocure.com>
- ii. The Bid Security in the form of EMD in a sealed envelope super scribed with the bid document number to GFGNL office.
- iii. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- iv. Technical Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
- v. 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.
- vi. Services offered should be strictly as per requirements mentioned in this Bid document.
- vii. Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- viii. The bid submitted should be valid for a period of 180 days.
- ix. The duration of the Contract period for this activity will be valid for 5 years and may be extendable up to 2 years on on the terms and conditions mentioned in the RFP from both the parties.

1.2 Instruction to the bidders for online bid submission

- i. 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://gfgnl tender.nprocure.com>
- ii. 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://gfgnl tender.nprocure.com>
- iii. Bidders who wish to participate in this bid, will have to register on <https://gfgnl 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.

- iv. 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://gfgntender.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.
- v. 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-II INTRODUCTION

2.1 Introduction:

- I. Government of Gujarat (GoG) has implemented BharatNet Phase II Project under "State Led Model". The Gujarat Fibre Grid Network Limited (GFGNL) is a state SPV and an Implementing agency for BharatNet Phase-II Project in Gujarat under Department of Science & Technology (DST).
- II. GFGNL already connected 8,000+ locations mainly comprising Gram Panchayat (GP) along with TC/DC/GIDC/Revenue Villages etc under state led model of Bharatnet Phase II in Gujarat. 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.
- III. Bidders are requested to refer GFGNL's website (<https://bharatnet.gujarat.gov.in/scope-of-project>) to get the information about package wise no. of blocks & GPs. Bidders are also requested to get the technical information about the Network implemented by GFGNL by referring to the RFP (Request for Proposal (RFP) for Selection of Project Implementing Agency for Bharat Net Phase-II project in the State of Gujarat under Gujarat Fibre Grid Network Limited (Package A &B)).
- IV. Detailed information of block wise no. of GPs for each district will be provided to the selected bidders after contract signing with GFGNL. Bidders are also requested to get the technical information about the network implemented by GFGNL by referring to the RFP (Request for Proposal (RFP) for Selection of Project Implementing Agency for BharatNet Phase-II project in the State of Gujarat under Gujarat Fibre Grid Network Limited (Package A &B)). GFGNL's Network comprises of the various technology equipment including GPON, DWDM, Ethernet & RFMS.

Table: I Details of zone wise districts for Package A & Package B

Name of district of Package - A	
Vadodara Zone	Surat Zone
Aravalli	Dang
Banaskantha*	Narmada
Dahod	Bharuch (only Ankleshwar block)
Mahisagar*	Surat
Panchmahal*	Tapi
Vadodara (only Padra block)	Valsad (only Pardi, Valsad, Umbergaon & Dharampur blocks)

[Signature of the bidder]

Name of district of Package - B	
Ahmedabad Zone	Rajkot Zone
Ahmedabad	Devbhoomi Dwarka
Botad	Jamnagar
Gir Somnath	Morbi*
Junagadh	Rajkot*
Mehsana (only Kadi block)	Surendranagar

- V. With an intends to provide enhanced user experience and to meet the demand of existing customers, GFGNL invites Request for Proposal(RFP) from eligible and experienced firms for the selection of a business service Partners (SP) to provide FTTH/FTTX broadband connections along with digital Value-Added Services (VAS). The scope of VAS includes IPTV, OTT, and other digital services along with required components.
- VI. There may be variations in 10% of district allocation per package to selected bidder by tenderer.

SECTION-III OBJECTIVE OF RFP

1. The basic objective of this RFP is to enable GFGNL to increase utilization of the BharatNet Network & enable selected bidder to reach to the rural areas of Gujarat State to provide Telecom services to the rural citizens to fill Digital divide. GFGNL intends to have a tie up with such business partner who can perform Scope of Work as mentioned in related section (Scope of Work (SoW) for the bidder) & ready to share revenue with GFGNL in view of the use of GFGNL's Network.
2. To increase utilization of 35,000+ Km of OFC network laid, GFGNL requires selected bidder / business partner who will be responsible to deploy last mile network equipment & CPEs, configuration and integration with existing network, operation, maintenance and support related to customers including detailed SoW section (Scope of Work (SoW) for the bidder).
3. There are about 8,000 Gram Panchayats (GPs) have been connected in BharatNet Phase II. The next goal, under the Amendment Bharatnet Program (ABP), is to reach approximately 6,000 remaining GPs in BharatNet Phase III.
4. Selected bidders will have a scope to on-board any enterprise customer, retail customer, household, any institutions like private school, college etc.
5. To enhance the user experience in rural areas and expand the customer base, GFGNL is actively seeking a suitable service partner who is having expertise and experience of running the broadband/internet, entertainment services. This includes but not limited to traffic optimization, local Internet break outs, pricing strategies, regulatory compliances, various types of CPE devices, smart device for converting normal television to smart television, caching servers, peering servers and any other relevant components / technology that may be required in totality to achieve the objectivity.

SECTION-IV SCOPE OF WORK

4.1. Scope Of Work For GFGNL

GFGNL intends to have a tie up with such business partner who can perform delivery and maintenance of DVAS(Digital Value added services) including readiness of last mile customer connectivity/acquisition. To Achieve this, below mentioned support will be extended by the GFGNL.

- I. GFGNL has deployed ~400 telecom grade shelters in various block across the Gujarat. Space and power support at these shelter locations will be provided selected bidders based on availability and feasibility as and where basis. GFGNL will provide DC power, earthing & Air conditioning (AC) at GFGNL Shelter location (if required by the bidder for installation of any equipment). GFGNL may permit to use 2U space with 200 W D.C. power Consumption maximum to selected bidder with free of cost and beyond this selected bidder may purchase the additional space/power by considering GFGNL shelter space and power monetization model.
- II. GFGNL has already lit up 100% GP scope of Bharatnet Phase-II by deploying 35,000+ Km of OFC network with UG methodology, GFGNL will leverage these assets upto district boundary considering district level internet breakout for selected bidder. To make the robust and efficient network , GFGNL will support the selected bidder / business partner by providing two(2) number of dark fibers in between OLT to its child GP and in two(2) fibres between OLT to OLT. i.e., Maximum 2 core fibre from Block (OLT) to its child GP(ONT). Maximum 2 Core Fibre from Block (OLT) to OLT/ District head quarter (OLT) within district boundary with best efforts and network feasibility.
- III. The allocation of fibre core is based on the envisaged customer base and their traffic, as committed by the bidder and subjected to the availability in the network. However, the bidder is not entitled to make a claim for non-allocation of assets to maintain any unserved area. Poor/Non- performance or underutilization of assets may also fall under this category.
- IV. Currently GFGNL network topology is in linear connectivity from block to GramPanchayat and further block is connected in dual path with another block and traversing to the district. The GFGNL will provide the pair of dark fibre from GP to block and upto the district for the FTTx traffic breakout. The Network uptime in past two years is above ~95% and it is consistent efforts and commitment of the GFGNL to continue this network uptime. In Order to increase the uptime further, GFGNL is in active stage to provide dual path at GP to Block as well- using ABP (Amendment Bharatnet Program).It may take 12 Months' time and therefore till that period if needed for high network uptime bidder's are free to proactive laying of fibre for two path redundancy. The selected bidders may provide their rollout plan and provide GP associated priorities which GFGNL will take into priority of execution.

- V. GFGNL will make every effort to ensure approximately 95% network uptime. Nevertheless, given the network assets and financial aid provided to the selected bidder, GFGNL expects no penalty deductions in relation to its revenue share. However, in instances of long-term outages, with sufficient supportive evidence, both GFGNL and the bidder may consent to a reduction in the revenue share.
- VI. Post sing-off agreement, List of service ready Gram Panchayats and Shelters along with co-ordinates and OFC map will be provided to the selected bidder.
- VII. It is the bidders responsibility to provide qualitative services to the customers. However, GFGNL may at its discretion take feedback from customers about quality of the services and accordingly selected bidder has to support on service improvement.
- VIII. Under the ABP(Amendment Bharatnet Program) GFGNL is intend to migrate and upgrade existing Ph-I & II network with dual path redundancy. Post Completion of the ABP GFGNL may evaluate the bidder's performance and may grant the access of the newly deployed network elements to serve the additional services like but not limited to asked in the RFP.
- IX. To expand the digital foot print under digital INDIA mission in rural area of Gujarat, GFGNL may admiratively support centrally to the selected bidder to push/speed up the project from various respective Government departments at state level and wherever feasible. If any additional cost to fulfill the project requirement bidder will be solely responsible to born the same.
- X. GFGNL has it's own 24*7 NOC, customer helpdesk and field level backend support center at Gandhinagar. GFGNL will provide support for its own infrastructure related challenges.

4.2. Scope Of Work For Business Service Partners

4.2.1 For Digital Value-Added Service

To Provide the digital value-added services, Following are the few indicative features (but not limited to) to be provided by the selected bidder to customers.

Table: II For Features

#	Indicative Parameters	Description on Indicative Features
1	Edge (Home)Portion/Technology on CPE Boxes	<p>i. Edge/Home CPE Box Innovation: GFGNL is looking for partners who can provide edge/Home Customer Premises Equipment (CPE) boxes that are not only reliable and efficient but also incorporate the latest advancements in technology. These devices should support high-speed internet, seamless streaming, and provide a user-friendly interface.</p> <p>ii. Wi-Fi Integration: CPE boxes must come with integrated Wi-Fi capabilities, ensuring robust connectivity throughout the home. This includes support for the latest Wi-Fi standards (e.g., Wi-Fi 6) to offer faster speeds, better performance, and increased capacity.</p> <p>iii. Smart Device Compatibility: The technology should be capable of converting standard televisions into smart TVs, allowing users to access a variety of digital services without needing additional hardware.</p> <p>iv. Product Lifecycle Management: Provide a comprehensive overview of the product lifecycle, including durability, ease of maintenance, and future-proofing strategies to ensure long-term reliability and customer satisfaction.</p> <p>v. Triple/Quad-Play Capabilities: Devices should support triple-play services (voice, video, and data) to offer a holistic solution to the end-users.</p> <p>vi. Ease of Installation and Use: The design should prioritize ease of installation and user-friendliness, minimizing the need for technical support and enabling users to set up their devices effortlessly.</p> <p>vii. CPE Standards: CPE has to comply for all the standards and any other compliances that are deemed necessary for delivery of quality services to the end users adhering to the SLA. The make/model of the CPE box is fully interoperable (full functionality) with existing GFGNL's Network. The make/model of the CPE box should be fully interoperable with Tejas and C-DOT OLT, and all other major OLT manufacturers.</p>
2	Service Delivery	IPTV, OTT, Video on demand, Interactive TV, Live streaming, in program messaging for consuming the contents and enabling other digital models like tele education, tele medicine and dr. agri. Services effectively.

#	Indicative Parameters	Description on Indicative Features
3	Content Distribution Technology Trends and Model	Caching and peering servers, Broadcaster, IPTV Headend Boxes and other relevant technologies to deal with volume, velocity and variety of contents, video on demand, video conference rooms, local internet break out to deal with latency and other issues for better customer experience.
4	Business and Customer Plans	Potential service portfolios, monthly affordable plans, monthly popular plans, one-time payment and deferred mode of payment from users for supply of CPE boxes /flexible payment options for CPE boxes, including instalment plans, to ease the financial burden on customers and encourage adoption and to make digital services accessible to a wide range of customers, expectations of financial assistance for affordability and customer acquisition
5	Business Revenue Model	Capex Led model, Opex Led model or Revenue Sharing model in between service provider and GFGNL. 15% fix revenue share from VAS of each customer to be paid to GFGNL every quarter
6	Regulations / Compliances	Applicable regulations/compliances and licenses requirements. This may include but not limited to data protection laws, broadcasting regulations, and any other legal frameworks pertinent to digital service delivery and service partners compliances with same.
7	Technical Capabilities	Demonstrate technical readiness by presenting the current capabilities and proposed technology solutions. Highlight the variety of services offered, including but not limited to IPTV, OTT, VoD, and Other digital solutions, through practical demonstrations and case studies on service delivery.
8	Delivery Timelines	Detailed delivery plan for the efficient deployment of CPE boxes, the establishment of local internet breakouts, and etc. ensuring quick and quality service rollout of minimum 1 Lac customers in one year.
9	Additional USP of Service Provider	Any other unique value-added services that may be possible to offer by service provider, customer acquisition strategies for acquiring and retaining customers, early bird scheme etc.
10	Other Responsibilities	To Cater the services mentioned above, related IT /Non-IT hardware/software/licenses/and other resources need to deploy /develop by BSP other then LM(last mile) wireline / wireless media
		BSP has to create online real time dashboard to verify the subscriber base in real time-daily-monthly-quarterly, related accounting and revenue share and same to be integrate with GFGNL infrastructure
		Training and Education to GFGNL and its authorized partners/agency on Digital VAS.
		BSP should have its own Helpdesk/Contact Centre Solution. If not, it is to be set up within 15 days from date of agreement and shall be 24X7.

4.2.2 For FTTX LM Network Expansion

To increase digital footprint and enable citizens digital equipped with best use of Bharat network, GFGNL is intend to onboard Business service partners who can also facilitate the customer connectivity with their expertise to deliver and maintain last mile connectivity along with DVAS which may include the following activities/scope but not limited to ;

- I. Considering the reliability and quality of the services bidder will be free to implement last mile connectivity on wireline as well as wireless media as per field feasibility and viability.
- II. For the case, where Bidder wants to insert new mini OLT/electronics, GFGNL will allow maximum 2U space with 200 W D.C power free of cost or based on availability after serving services of GFGNL own network core services at GFGNL own shelter. However, for any additional infrastructure/rack addition selected bidder has to arrange the setup with their own cost and arrange permissions, GFGNL may support wherever feasible.
- III. For the dark fibre utilization, If the allocated dark fibre (GFGNL's) to business partner doesn't meet the expected level of active customers, GFGNL can reconsider the provided dark fibre requirements. If there's a future need for more dark fibre in GFGNL, the bidder must adjust their internet bandwidth to lower network levels and surrender the dark fibre to the GFGNL back.
- IV. It is mandatory to share and park all the customers counts and their bandwidth utilization details serve through allocated dark fibre to GFGNL.
- V. Customer serve through Business partners on wireline and wireless last mile connectivity as well as allocated dark fibres of GFGNL, revenue share percentage will be consider in this RFP's financial criteria.
- VI. As GFGNL is responsible only for the dark fibre, Provisioning of backhaul internet bandwidth to provide services to the end customers is in the scope of selected bidder. Configuration of bandwidth policy including but not limited to bandwidth upgradation/degradation for each customer & provisioning of online portal (for ex.: MRTG tool) to monitor bandwidth consumption / data traffic for each circuit / customer link are in the scope of selected bidder.
- VII. 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.
- VIII. Regular Software / firmware upgradation of the last mile networking components such as routers, switches, (P2P /P2MP) radios, Mini OLTs, Media Converters, backhaul headend boxes, last mile CPE's of VAS etc. installed by the selected bidder for smooth functioning of the Network & customer link without any further cost to GFGNL.
- IX. Selected bidder will provide the details of the space & power requirement at GFGNL's PoP/OLT for installation of equipment (if any) and also clearly mention the type of cable to be laid in GFGNL's PoP/OLT premise to facilitate energizing the last mile equipment at OLT / ONT locations under the scope of this RFP.

- X. GFGNL will be authorized to extend the connectivity of adjoining district locations, which may fall in the future phases of BharatNet / GFGNL, through selected bidder from this RFP. Based on the performance of the bidder, GFGNL may ask to extend connectivity work as per this RFP Scope.
- XI. Maintenance and security of installed equipment will be the scope of bidder. GFGNL will not be liable for theft, damage or fault of equipment installed by bidder. It is known that power fluctuation or power outage may observed in rural areas, for the same bidder has to manage UPS or stabilizer for their equipment and also ensure safety precautions or insurance as the case may be.
- XII. 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 SD/PBG of the selected bidder. The bidder shall carry out repairs in such a cases for restoration of the damaged cable/utilities free of charge. The cost of the jointing kit shall also be borne by the bidder. If bidder fails to repair the damage, the cost of repair (including cost of labor + Jointing kit and other materials) shall be recovered from the bidder.
- XIII. Bidder will be free to sale its product available in its Product portfolio within the permissibility of the valid Telecom/ISP/NLD license available with the bidder & guidelines issued by DoT / TRAI.
- XIV. The selected bidder will have to submit the details of all the products in their portfolio and all types of applicable rates to be charged to customers. Product rates must be within the upper limit as prescribed by DoT.
- XV. Followings are the few indicative Plans, Selected bidder may offer basic Nargik Suvridha Plans of Rs. 399 /Per month for 20 Mbps speed with unlimited downloading. Any better plans other than these with more benefits to customer will be allowed to sale after joint discussion and consent with GFGNL. Downward revision of the rates will be allowed. Plans may be suitably modified in future in the larger interest of the of citizens.

Table-III Proposed Tentative Plans

GFGNL's Proposals	BRONZE	SILVER	GOLD
Prices	₹ 399	₹ 499	₹ 599
Internet Plan	20 MBPS UL	30 MBPS UL	50 MBPS UL
FUP (Fair Usage Policy)	4 MBPS	4 MBPS	4 MBPS
OTT Packs	OTT Basic (including Shemaroo)	OTT Plus (including Shemaroo, Disney+ Hotstar)	OTT Pro (including Shemaroo, Disney+ Hotstar, Netflix, and Discovery+)

GFGNL's Proposals	BRONZE	SILVER	GOLD
Paid Channel Packs	GujNET BASIC (21 Channels)	GujNET PLUS (29 Channels)	GujNET PRO (43 Channels)
FTA Channels (Free To Air)	FTA all	FTA all	FTA all
Education+	Access to GOG Vande Gujarat Channels + SSA (Youtube Channel)	Access to GOG Vande Gujarat Channels + SSA (Youtube Channel)	Access to GOG Vande Gujarat Channels + SSA (Youtube Channel)
Agriculture+	DD Kishan link	DD Kishan link	DD Kishan link
Music+	Access to Spotify, Gaana link	Access to Spotify, Gaana link	Access to Spotify, Gaana link

Note: To Regulate further content provider will pay directly by the bidder.

- Bidder will be free to on-board any enterprise, retail customers.
- Sales & marketing activities, all commercial functions of bill issue to & payment collection from the customer for the services provided and to on-board the customer will be in bidder's scope.
- Bidder will have to fulfill all the RoW / permission related formalities of all the Government departments for the implementation of last mile connectivity including preparing & submitting RoW / permission applications, Liaison & follow up, submitting the payment to department's offices, receipt of permission letter from department's offices etc.
- Maintenance of last mile deployed network by the bidder will be in the scope of bidder up to satisfaction level of customer.
- Bidder has to check the feasibility of space and power before installation of any equipment at GFGNL PoP/Shelter.
- Sufficient field Resource deployment for 1 lakh FTTH/FTTX connectivity target to achieve within a 1 year using BharatNet Phase II network in Gujarat.
- Quarterly revenue generation statement submission with a number of customer connectivity needs to publish by the bidder every first 15 days of quarter start and revenue sharing portion deposition to GFGNL account through digital transaction only.
- Deployment of reliable software to monitor customer base, revenue stream (reliable monitoring and additional comment), and GFGNL revenue share. Access of software to be supplied to GFGNL officials. Successful bidder's BSS is to be integrated with GFGNL's ERP through APIs for exchanging details like customer database with name, location details, address, data package, paid amount, overdue amount, GFGNL's share etc. Selected bidder has to support on this to GFGNL with providing all necessary resources.
- The bidder is responsible for coordinating with all relevant stakeholders to arrange power, earthing, bill processing, sub-metering for electrical connections, and to organize any other necessary resources.
- Bidder has to ensure to submit all KYC documents especially, Aadhar cards and recent (maximum last two month) electricity bill of registered customers.

[Signature of the bidder]

11. Bidder should have own office in Gujarat. In case bidder does not have office in Gujarat, bidder should give an undertaking to open an office in Gujarat within 45 days from the date of award of work order. GFGNL has rights to ask bidder to submit details, Copies of any minimum two i.e. Property Tax/Electricity /Telephone Bill/ GST Registration/ Lease agreement OR Undertaking to open Office in Gujarat, if selected within 45 days.
12. Summarization of the high-level breakdown of the activities are,
 - a. Identifications of locations for deployment
 - b. Identification of stakeholders
 - c. Capacity planning and estimation
 - d. Site survey of existing infrastructure to gather requirements for all kind of service delivery.
 - e. Feasibility of technology in line with geographical conditions and social requirements.
 - f. Assist in detailed project requirement/planning preparation,
 - i. Technology & services identifications
 - ii. Network architecture design for the project
 - iii. Sizing requirements
 - iv. Hardware and software requirements
 - v. Power utilization requirements
 - vi. Setting up call Centre, Support system for O&M
 - vii. Setting up of billing system for services, integration with existing services of GFGNL

4.2.3 Implementation & Commissioning of DVAS

During technical evaluation marking system, selected partner(s) can have as soft launch and demo as proof of concept (POC). PoC will be conduct for minimum 3 Hrs.

4.2.3.1 POC Scope Of Work:

Objective:

To Check the technical competences/qualifications of empaneled partners and to test the quality of services, deliverables as per expectations and market acceptance.

Technical Qualification marking will be evaluated based on the demo/ describing POC process below.

i) DVAS (Digital Value-Added Services)

The allocation of locations under PoC will be equally distributed among the empaneled partners in each package.

The Scope of work is to deploy infrastructure at GFGNL's centralized NOC or allocated sites with value added services.

POC will be demonstrated by the selected business partner with STBs(Set top boxes)/CPEs .

The empaneled business partners have to showcase the efficiency of asked parameters and features to GFGNL.

Detail Scope:

Table-IV POC Scope

#	Parameters	Description
1	Locations, Connectivity, Compute, streaming and Features(Hardware as well as Software)	<p>Pre-Qualified bidders are required to demonstrate a Proof of Concept (PoC) on one type of home connection. This PoC should be set up at 1st Block, 8th Floor Udyogbhavan, Gandhinagar, Gujarat and on the exact bandwidth offered in their plan, along with the same level of caching and high processing conditioning at his choice of his premises/chosen cloud platform.</p> <p>This is crucial for seeing how these conditions would work in a rural setting. Qualified Bidders need to declare the specific quantity of bandwidth, processing, and features on the day of the PoC using company letterhead before processing the PoC.</p> <p>However, Any change in the quantum and processing during the poor experience if envisaged in the PoC then the superior change shall be recorded in the part of his original offering.</p> <p>The goal of this process is to verify the quality of real-life customer experience. The evaluation team will base their end scores on this experience.</p> <p>All required resources to be arranged by bidder without any cost to GFGNL.Required Resources including internet bandwidth and infrastructure for PoC to be developed by the selected bidder.</p>
2	Demonstration of any single Service Plan with one VAS	<p>i) Live Channels</p> <ul style="list-style-type: none"> - 100 Free to Air Channels - 50 Pay TV Channels - Subscription Customer Interface <p>ii) OTT Apps</p> <ul style="list-style-type: none"> - 3 Paid OTT apps & 7 Free OTT Apps including any VAS <p>iii) Integration</p> <ul style="list-style-type: none"> - Integrate into GFGNL network and VAS for seamless experience.
3	Features	<ol style="list-style-type: none"> I. TV Dashboard/Menu II. Subscriber Identity III. City Time IV. Plan details V. Live TV VI. EPG Guide

#	Parameters	Description
		VII. Mini user Guide(Now and next program of selected channel) VIII. Info Bar IX. Reminder Setting X. Reminder listing Screen XI. Set/Delete Reminder from Info Bar, EPG Screen XII. Favorites (Display/set/delete) XIII. User Account XIV. Messaging XV. Feedbacks XVI. Billing XVII. General display portions like, Clock, Weather Settings, etc. XVIII. OTT App Store XIX. 10 OTT Apps XX. 3 Paid Apps & 7 Free Apps XXI. Super App on Mobile XXII. Branded Mobile Super APP with Live TV&OTT XXIII. Android and iOS Versions XXIV. Should support Government programs and Schemes. XXV. And any other additional features that may be relevant for score in this offering.
4	Hardware Models	- Preferably with latest (Android Boxes/ Microsoft Windows/ other) suitable Operating systems and software's versions.

ii) Regulations

- a) The service deployment should adhere to latest regulations laid out by TRAI, DoT and all other latest relevant laws/terms and conditions defined by the ministry of communications, Gol, GoG.

4.3 General Clauses

- I. This partnership is built upon mutual trust, a shared long-term vision, retaining and to serve our customers together. Both GFGNL and our selected partners commit to act in good faith, not poaching each other's customers or misusing shared assets and capabilities while reaching at a particular success/milestone point. In essence, we value honesty and integrity in protecting agreed incomes and opportunities before forming relationships. GFGNL seeks partners who share these values and in return, we commit to respect and maintain our partners' business opportunities for the long term. These will be applicable in each milestone as well as in exit management.
- II. As a declaration of our commitment, GFGNL offers an opportunity to one dedicated partner at the outset. Our goal is to work together in gaining customers, providing superior service, and strengthening enduring relationships for dedicated package of GFGNL.
- III. In achieving a win-win situation in this RFP scope between tenderer and selected bidder, the tenderer (seller) offers transparent and competitive bidding processes, ensuring

quality infrastructure with conclusive returns over the concession period. On the other hand, the bidder (buyer) ensures long-term commitment and readiness to invest, providing timely payments and valuing the partnership. This sustainable synergy not only balances risk distribution but also strengthen the innovation and efficiency, ultimately leading to the success of the project for all parties involved.

[Signature of the bidder]

SECTION-V QUALIFICATION CRITERIA

5.1 Eligibility Criteria:

Table-V Eligibility Criteria

#	Description	Minimum Requirement	Documentary Proof
1	Legal Entity	<p>1.1 The Sole bidder should be registered under the Companies Act 1956 in India or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 at the time of the bidding.</p> <p>1.2 The Sole should be in operation in India for a period of at least 3 years as on publication of this tender.</p>	<p>a) Copy of certification of incorporation issued by competent authority/ Registration Certificate/ Shop & Establishment certificate</p> <p>b) Copy of PAN card</p> <p>c) Copy of GST registration</p>
2	Company Turnover	<p>2.1 The Sole bidder should have average annual turnover of at least Rs. 20 Cr from Telecom Services/ISP Businesses like Internet/Broadband Services, digital Content services like but not limited to IPTV, OTT Platforms, VoD etc in the last three (3) financial years (i.e. FY 2021-22 and FY 2022-23 and FY 2023-24)</p> <p>2.2 The Sole bidder must have positive net worth or should be profit-making in last three (3) financial years (i.e. FY 2021-22 ,FY 2022-23, FY 2023-24)</p>	<p>The Sole Bidder</p> <p>For Annual Turnover:</p> <p>a) Copy of audited Balance Sheet, audited Profit & Loss statements for each of the last 3 financial years</p> <p>b) Copy of Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover for each of the last 3 financial years, i.e. FY 2021-22 ,FY 2022-23 and FY 2023-24</p> <p>For Positive net worth:</p> <p>a) Certificate from the Statutory Auditor on net worth (i.e. FY 2021-22 FY 2022-23, and FY 2023-24)</p>
3	License	<p>The Sole bidder should hold valid licenses,</p> <p>i) Class 'A' ISP license Or National Long Distance License Or Class B ISP License issued from DoT/TRAI as on bid submission date,</p> <p>ii) To operate, like IPTV, OTT, and other digital services with MSO licenses.</p>	<p>Government approved Copy of valid Licenses including but not limited to following,</p> <p>i) Class "A" ISP license Or National Long Distance License Or Class"B" ISP license issued by DoT/TRAI as on bid submission date,</p> <p>ii) MSO licenses, Content aggregator license, OTT platform registration with Ministry of Information and Broadcasting(MIB) under the Information Technology rules,2021, Broadcasting</p>

[Signature of the bidder]

RFP For Selection of Business Service Partners for FTTH/FTTX broadband connections along with Value Added Services

#	Description	Minimum Requirement	Documentary Proof
			license, other regulatory approvals, etc.
4	Experience	<p>The Sole bidder should have demonstrable experience with following:</p> <p>4.1 Should have minimum 50,000 active internet users anywhere in the India on their own brand name.</p> <p>4.2 Must have delivered value added services such as CATV, IPTV, OTT services for at least 25,000 subscribers.</p> <p>4.2 Bidder should have experience in marketing of CATV/IPTV/ISP and handling local customer care/ call center capable to handle all services mentioned in these documents for Telecom or ISP.</p> <p>4.3 Ready to deploy Platform & Technology inclusive of Billing, IPTV and VAS (value added services or have readymade availability.</p>	<p>The Sole bidder</p> <p>4.1 Validated Data from Government sources (reports, portal log Etc.)</p> <ul style="list-style-type: none"> • The details of ISP nodes or points of presence with their locations and number of broadband/ leased/ dialup subscriber/OTT/IPTV and other digital value added subscribers. • The volume of Internet Telephony traffic flowing through bidder's network. • Certified bidders NMS End point CPE nodes/ subscribers details <p>4.2 On Company letter Certificate from HR head confirming compliance with marketing team details and designation in marketing department.</p> <p>For Call Centre: If own call centre,self-certification with authorize persons signatory confirming Valid documentary proof of managing call center.</p> <p>If handling for ISP/SPV/Telecom need to submit WO Copy /LOI/LOA/Contract agreement</p> <p>4.3 Work order/PO or agreements or demo of Proven deployments of the CATV/IPTV/OTT software solution for streaming of all kind of services.</p>

[Signature of the bidder]

RFP For Selection of Business Service Partners for FTTH/FTTX broadband connections along with Value Added Services

#	Description	Minimum Requirement	Documentary Proof
5	Mandatory Undertaking	<p>The Sole Bidder & OEM should:</p> <p>5.1 Not have been blacklisted by Central Government / Any State Government / Urban Local Body (ULB) /SmartCity (SPV)/ Supreme Court of India / Any government / PSU in India as on the date of bid submission.</p> <p>5.2 Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>5.3 The Sole Bidder should have at least one office in Gujarat and preferably support centres/logistics for the entire state. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 45 days from the date of issue of work order if he is awarded the work</p> <p>5.4 Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.</p> <p>5.5 There must not be any criminal case booked by any Government authority against the sole/lead bidder (in case of a consortium) in any court in last 5 years as on bid submission date.</p>	Self-declaration by the Bidder duly signed and stamped by the authorized signatory.
6	Land Border	6.1 The sole bidder- and OEM of proposed solution from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per OM No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, GoI	Self-certification from sole and OEMs in the prescribed format separately.
7	Certification	7.1 The sole bidder or OEM should submit at least one distinct certification from any of the below Certifications (valid at the time of bidding): <ul style="list-style-type: none"> • ISO 9001:2015 • ISO 27001 for Information Security Management Systems • ISO/IEC 20000 	Copies of valid certificates in the name of the bidding entity

Note:

1. The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in this document. Keeping in view the complexity and volume of the work involved, above criteria's are prescribed as the eligibility criteria for the bidder interested in undertaking the project.
2. The bidder needs to provide contact detail (email & phone number) of senior official from client.
3. The Bidders shall submit necessary documentary proof showing that they meet the pre-qualification criteria along with their bid. All documents submitted shall also be signed by

[Signature of the bidder]

the Authorized signatory of the Bidder. Also, Power of attorney / board resolution to the person to be authorized to sign on documents.

4. The Bidder must attach valid documents in support to their Pre-Qualification as mentioned above. Without proper supporting documents, the bid proposals are liable to be rejected. The technical proposal should be submitted in hard copy with soft version stored in pen drive.
5. GFGNL (or the nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical evaluation criteria.
6. If Required, the technical presentation will also be arranged at GFGNL office.
7. GFGNL may ask bidder to present the technical capability of the bidder with demo and presentation mentioned in above.

5.2 Technical Qualification

The TENDERER-GFGNL will form a committee, who will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for Proof Of Concept(PoC) and clarification of their Proposals.

Table: VI Technical Qualification

S/N	Criteria	Max. Marks	Measurement Criteria
1	<p>Expertise: The Bidder should have demonstrable experience of Internet/Broadband, IPTV, OTT and other Digital Value added services across India.</p> <p>a) $\geq 50,000$ to $< 60,000$ active Customer base: 5 marks</p> <p>b) $\geq 60,000$ to $< 80,000$ active Customer base: 7.5 marks</p> <p>c) $\geq 80,000$ active customer base: 10 marks</p>	10	<p>On submission of Valid Data from Government sources (reports, portal log Etc.)</p> <ul style="list-style-type: none"> • The details of ISP nodes or points of presence with their locations and number of internet/broadband, IPTV, OTT and other digital value added subscribers. • Certified NMS End point CPE nodes/ subscribers details
2	<p>Gujarat Context: The Bidder should have demonstrable experience of Internet/Broadband, digital value-added services, last mile home entertainment connectivity, and Delivery in Gujarat</p> <p>a) $\geq 25,000$ to $< 30,000$ active Customer base: 5 marks</p> <p>b) $\geq 30,000$ to $< 35,000$ active Customer base: 7.5 marks</p> <p>c) $\geq 35,000$ active customer base: 10 marks</p>	10	<p>On submission of Valid Data from Government sources (reports, portal log Etc.)</p> <ol style="list-style-type: none"> I. The details of ISP nodes or points of presence with their locations and number of internet/broadband, IPTV, OTT and other digital value added subscribers. II. Certified NMS End point CPE nodes/ subscribers' details
3	<p>Financial Capability: The Bidder should have average turnover of Rs. 20 crores from Retail broadband and digital value added services,</p>		<ol style="list-style-type: none"> I. Copy of audited Balance Sheet, audited Profit & Loss statements for each of the last 3 financial years

[Signature of the bidder]

S/N	Criteria	Max. Marks	Measurement Criteria
	last mile home entertainment connectivity, and Delivery. a) ≥ 20 Cr to < 25 Cr.: 5 marks b) ≥ 25 Cr to < 30 Cr: 7 marks c) ≥ 30 Cr: 10 marks	10	FY 2021-22, FY 2022-23, and FY 2023-24) II. Copy of Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover for each of the last 3 financial years (FY 2021-22, FY 2022-23, and FY 2023-24)
4	Electronics: CPE Box highend specifications, features , including but not limited to CPE life durability, CPE performance capability, throughput, external devices interfaces like For CPE to smart TV, Non-Smart TV, Wi-Fi, Keyboard, Mouse/ USB Interface, Bluetooth.	15	PoC Observations of GFGNL authorized committee/panel, Bidder and OEM duly signed and stamped by the authorized signatory with CPE datasheet including minimum features description as asked.
5	User Convenience: OTT/VAS Platform features UX(User Experience) ,Navigation Convenience, Quality of Network Supporting Infrastructure.	5	PoC Observations of GFGNL Authorized committee/panel, submission of dually signed CPE datasheet from OEM and bidder with time stamp including minimum features description as asked.
6	Speed: Future Strategy in first year on plan of execution of the multi locational peering, caching servers, and other network elements commitment for minimum latency, enhance streaming and viewer experience. Single location in Gujarat: 2.5 Marks Three regional locations in Gujarat: 5 Marks Each quoted Districts in Gujarat: 7.5 Marks	7.5	Self-declaration by the Bidder in details, PoC Observations of GFGNL authorized committee/panel,
7	Assurance on Last mile network stability: Uptime SLA: $\geq 98.5\%$ to $< 99\%$ = 4 Marks $\geq 99\%$ = 7.5 Marks	7.5	Self-declaration by the Bidder in details with bidder's network /NOC-NMS report
8	Rollout commitment for 6 Months, 12 Months, 18 Months, and 24 Months: i) Equitable coverage across multiple districts and multiple GPs = 10 Marks ii) Quantum of connections => 5 Marks Note: The score will be defined based on percentile and this rollout commitment shall be the prime essence of the contract. This commitment may serve as the primary consideration when deciding the allocation of the BNU, and limit BNU claims against BNU on delayed connections that beyond the target	10	Self-declaration by the Bidder in details

S/N	Criteria	Max. Marks	Measurement Criteria
	provided by the bidder.		
9	Presentation: i) Overall Approach ii) Rollout commitment and convincing strategy to meet rollout timelines. iii) Market assessment and Consumer friendly plans in co-relation with market assessment iv) Customer acquisition and retention strategy v) Additional Offering over and above the ask of RFP without additional charges	25	Self-declaration by the Bidder in Presentation
Total Marks(A0)		100	

Table: A**Note: 1**

1. Document submitted during technical evaluation is binding to bidder and will be part of final agreement.
2. "Technical bid" will be evaluated only for the Bidders who succeed in Eligibility Criteria.
3. 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.
4. 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.

5.4 Bid Submission and Evaluation**5.4.1 Proposal preparation:**

- I. The proposal should be short, concise & include all points indicated in the document.
- II. The Proposal shall be typed or written in indelible ink and should be in English. Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered.
- III. The bidders shall bear all costs associated with the preparation and submission of their proposals.
- IV. At any time before the submission of Proposals, GFGNL may amend this document by

[Signature of the bidder]

issuing an addendum / cancel the process of procurement, which shall be binding on the bidders.

5.4.2 Proposal Submission:

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

5.4.3 Bid Evaluation:

- I. All the technically qualified Bidders will be notified to participate in the Financial Bid opening process.
- II. The evaluation of the bid will be considered of only those bidders who,
- III. have furnished bid fee and security deposit of prescribed amount as per the tender.
- IV. meet the eligibility criteria as mentioned in the RFP document and have furnished documentary proof in respect of the same.
- V. The bids of the non-conforming bidders to above shall be rejected without evaluation.
- VI. The proposal shall be evaluated in three (3) stages. In Stage – 1, EMD & DD shall be verified. Bidders whose EMD & DD are valid will be considered for Stage – 2. In Stage – 2, technical documents will be verified. Only those bidders who will be qualified in Stage – 1 & 2 will be eligible for Stage – 3 for PoC and Technical evaluation presentation, those who will be qualify on stage-3 they will be eligible for stage-4 i.e. Financial evaluations.
- VII. The evaluation of proposals shall be on the principle of the highest Bid (H1) based on quoted rates as per the financials submitted as part of the bid.
- VIII. Agency/Bidder is required to furnish the commercial quote as mentioned under financial bid format. Revelation of commercial details elsewhere in the bid documents other than the specified price bid format shall lead to disqualification of the bid.
- IX. GFGNL reserves the right to discard bids which are deviating from the specified formats

[Signature of the bidder]

mentioned in the RFP.

- X. 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.
- XI. Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.
- XII. 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.
- XIII. Final evaluation will happen on QCBS (60:40), standard QCBS methodology shall be adopted.

Process for Bidder's Final Scoring based on QCBS:

Quoted % share will be consider as financial marks against Financial Marks: % Share * 100 and the same will be normalized as under:

The highest evaluated Financial Proposal (Fmax) will be given the maximum financial score (Fs) of 100 points. The financial scores (Fs) of the other Financial Proposals will be computed as per the formula for determining the financial scores given below: $F_s = 100 \times F_b / F_{max}$,

Where, F_s = Normalized financial score for the bidder under consideration

F_b = Commercial quote for the bidder under consideration ,

F_{max} = Commercial quote of the highest evaluated financial bid criteria

60% weightage will be given to "Technical Qualification derived from Table A " and 40% weightage will be given to Financial Bid "Total B".

In order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$\text{Bidder Final Score (BFS)} = [((T_b/T_{high}) \times 100 \times 0.6) + ((F_b/F_{max}) \times 100 \times 0.4)]$$

T_b = The total marks obtained by the bidder against "Technical Qualification" criteria

T_{high} = The highest mark scored against "Technical Qualification" criteria among all responsive bids

F_b = Evaluated Bid Price of the bidder

F_{max} = The highest of the evaluated bid prices among the responsive bids

where, Note:

- I. The Evaluated **Bidder Final Score (BFS)** shall be considered up to two decimal places.
- II. Contract shall be awarded to the bidder with the highest Evaluated **Bid Final Score (BFS)**.
- III. In the event of two or more bids having the same highest Evaluated Bid Score. the bid scoring the highest marks against "Technical Qualification" criteria will be recommended for award of contract. Even if there is a tie, 'draw of lots' will be resorted to arrive at the recommended bidder.

5.4.4 Empanelment of BSP(Business Service Partner) and Award of Work:

- I. There will be two different qualified service providers will be awarded for work,i.e. One for Package-A and one for Package-B.
- II. The Bidder declared as winner SP for respective package(A or B) will be empaneled with GFGNL to provide services under respective district.
- III. GFGNL will also maintain and reserve the other qualified two (2) bidders (next to maximum scorer) of respective packages. 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. In event of lack of participation of particular package, GFGNL may call the empaneled SP(s) of one package to work for both, the work order will be executed as per the QCBS price discovered in respective category.
- V. GFGNL may allow the lower(next highest revenue shared) qualified bidders shared price to match the highest revenue share price(H1) of maximum QCBS score and get empaneled with GFGNL to provide connectivity to end customer as per the scope defined in this bid document in case highest revenue shared price bidder is not qualified .
- VI. 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.
- VII. PoC will be showcase to GFGNL by the selected bidder free of cost .
- VIII. GFGNL shall consider placement of offer for empanelment only on those eligible bidders whose offers have been found technically suitable.
- IX. All submitted offers shall be evaluated and offers of those bidders who meet the pre-eligibility criteria, achieved minimum score of 60 marks in technical evaluation shall be empanel by GFGNL.
- X. GFGNL reserves the right to empanel any or all the participants eligible.
- XI. Bidders can apply for one or more package and will be evaluated separately for individual package eligibility criteria.
- XII. Depending on the response and the alignment of the response to the GFGNL's goals, GFGNL may empanel any or all the eligible partners separately for 2 packages (Package-A & Package-B).However, GFGNL has discretion to make further zones or reserves the rights to appropriately demarcate its zones to meet business objectives.

- XIII. Bidders should meet the eligibility criteria separately for each package and the eligibility will be considered cumulative of each eligibility criteria, if bidder is applying for more than one Package.
- XIV. In case, more than one bidder is empaneled for any package, preference will be given to the top scorer among them. In case of tie in between same scoring preference will be given to highest turnover of the bidder. GFGNL at its discretion may also decide to the distribute the services within the package based on the network capability of the empaneled bidder.
- XV. Within a maximum of 7 days from the date of issue of the letter of Empanelment(LOE)/work order (WO), the selected partner shall submit the acceptance of LOE/WO.
- XVI. The successful bidder shall arrange for the PBG in favor of "Gujarat Fibre Grid Network Limited" payable at Ahmedabad within the timelines stipulated and the EMD shall be returned by GFGNL and the validity of PBG will be for 5(Five) years and extendable by 2(two) more years based on the performance.
- XVII. Failure of the successful bidder to comply with the requirement as per the RFP terms and conditions shall constitute sufficient grounds for the annulment of the award and forfeiture of the PBG, in such event GFGNL may make the award to the second top ranked bidder. If the bidder is terminated the contract, then bidder shall have to forfeit the performance bank guarantee.

5.5 Revenue sharing, payment to GFGNL and other conditions

- I. Selected bidder has to share fix 15% of realized revenue to GFGNL every quarter.
- II. Bidder has to quote in financial bid on or above the fixed 15% realized revenue share in financial bid. Selected bidder will have to pay the quoted % of recurring charges earned by them by selling its Telecom services to end customers every quarter within 15 days of new month.
- III. GFGNL may demand for the copies of the monthly bills raised by the selected bidder for their end customer to verify the revenue share amount calculated by the bidder. Selected bidder will have to comply to this requirement as & when required.
- IV. For any enterprise customer, retail customer, household, any institutions like school, college etc. other than Government department's offices & Government schools, selected bidders will have to pay fixed 15% revenue share in recurring charges as per the H1 rates discovered through this RFP.
- V. 3 months' mobilization period will be considered from the date of issue of WO (Work Order) for which no charges will be payable(% Share) to GFGNL. Bidder will mobilize field teams, arrange all required materials, permissions etc.
- VI. At the end of one year all the 22 districts- if single partner/or all related districts fall under relevant zones of GFGNL of selected bidder of BharatNet Phase II areas must be covered 100%.
- VII. Once successful bidder covers 50% of the GPs in any district, that district will be considered as complied from coverage perspective.

[Signature of the bidder]

- VIII. Minimum 2 FTTH/FTTX connections per GP to be commissioned by bidder within 1st year.
- IX. Any location which come to GFGNL for broadband connectivity requirement need to be catered, if not connected, justified reason to be produced by partner.
- X. GFGNL intends to connect 1 lakh FTTH/FTTX connections through BharatNet Phase II network in 1 year. Any location which come to GFGNL for broadband connectivity requirement need to be catered, if not connected, justified reason to be produced by partner.
- XI. Realized Revenue Sharing Definition is as follows,
a. Realized Revenue = Total Sales + Other Revenue

Where,

Total Sales refers to the total amount of sales made by the company during a specific accounting period.

Other Revenue includes any additional revenue sources, such as interest income or rental income.

- XII. GFGNL will pay the following One Time Connection (OTC) charges:
b. For broadband connections (FTTX) the amount admissible as per the BNU(BharatNet U) scheme will be paid that is Rs. 4000/- in installment(2500+750+750).
c. 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.
- XIII. Overall, BNU scheme attached in annexure-A.

5.6 Selection criteria-Work Allotment & Price bid

- I. GFGNL intend to on-board two partners and preferred partners will be package wise(i.e. One for Package-A & One for Package-B) of GFGNL. However, Banas kantha, Mahisagar, Panchmahal, Morbi, Rajkot districts may be excluded considering the existing contract agreements with earlier onboarded partners.
- II. Selected bidders will pay fixed 15% realized revenue shares to GFGNL.
- III. Bidder will have to quote the % of revenue sharing in the price bid that he/she wants to pay to GFGNL every quarter based on the bills raised for their end customer on or above the fixed 15% of realized revenue share.
- IV. Bidders will have to quote the % in price bid based on their market assessment & judgment about the likely business available in the market.
- V. The bidder with highest quoted revenue sharing % (H1) will be selected.
- VI. In case of a tie of H1 value (Revenue sharing quoted %) between more than one bidder, those who secure highest score in technical qualification will get first chance.
- VII. In case, there is no tie on the final score (H1) & only 1 (one) bidder is selected as H1 bidder, then WO will be allotted to bidder for starting of work.

[Signature of the bidder]

- VIII. If H1 bidder fails to achieve the targets given, it will be considered as a non-performance of the bidder and GFGNL will have the rights to give the scope of the selected bidder to a next successful bidder either at package / zone / district / block level or OLT/GPs level as per the requirement. GFGNL's decision will be final in such cases. In this case, H2 bidder will be given a chance to match H1 rate and if bidder agrees, work will be awarded to the H2 bidder. In case of failure of H2 bidder, the same process will continue till Hn bidder (where Hn is the last qualified bidder), who agrees to match the price of H1 discovered rate. In case still requirement will not fulfilled GFGNL will be responsible to offer H1 of other package to match rate and process will be follow as mentioned above.

SECTION-VI Time lines and Service Level Agreement

6.1 Implementation timeline and penalties

Table: VII Implementation Time Line

#	Work type	GP	Number of Connections	Time Limit for Execution	Remarks
Target & Time limit for Implementation Partner for each package during implementation period					
1	In first 3 Month: Minimum Target of New Connections = 2 (Connections) x (GP/8) of Selected District where GP is Totalno. of Gram panchayat per package	500	1,000	3Month from theAccepting of contract agreement	T1 = T0 + 3 Month
2	In next 3 Month, for remaining Grampanchayat other than Target 1 Minimum Target of New Connections = 10 (Connections) x (GP/8) of Selected District where GP is Totalno. of Gram panchayat per package	500	5,000	3 Month fromthe T1	T2 = T1 + 3 Month

#	Work type	GP	Number of Connections	Time Limit for Execution	Remarks
3	In next 3 Month, for remaining Grampanchayat other than Target 1 &2 Minimum Target of New Connections = 12 (Connections) x (GP/2) of Selected District where GP is Totalno. of Gram panchayat per package	2000	24,000	3 Month from the T2	T3 = T2 + 3 Month
4	In next 3 Month, for remaining Grampanchayat other than Target 1,2 & 3 Minimum Target of New Connections = 20 (Connections) x (GP/4) of Selected District where GP is Totalno. of Gram panchayat per package	1000	20,000	3 Month from the T3	T4=T3+3 Month

Note:

- I. T0 is the WO released from the GFGNL to selected bidder. and GP consider as ~4000. However package wise service ready GP details will be shared to selected bidder.
- II. Above number of connections per GP is indicative and GFGNL intends to connect 1 Lakh customer on GFGNL network. Selected bidder is bound to achieve this, In any case due to less residential areas (populations) or any other geographical challenges selected bidder can enhance their scope in other GP's and achieve 1 lakh target in a year from assigned work order date.
- III. Selected bidder has to provide 1 lakh FTTH/FTTX connections using BharatNet Phase II (GFGNL) network in Gujarat in a period of 1 year.
- IV. If bidder fails to achieve the committed target in 1 year, PBG will be forfeit.
- V. 100% Districts to be covered in a period of 1 year.
- VI. 100% Districts covered means 50% of the GPs of particular district have active FTTH/FTTX connections in a period of 1 year.
- VII. For penalty for delay in FTTH/FTTX connections GFGNL will take suitable & reasonable decision as decided by competent authorities.

6.2 Service Level Agreement (SLA)

[Signature of the bidder]

- a. GFGNL will provide minimum service / link uptime of 98% on quarterly basis excluding critical power outages, planned downtime or force majeure criteria cases.
- b. GFGNL has its own NMS (Network Management System) application which will be used to determine the uptime of the service / link as mentioned below.
 - i. As the customer service will be extended beyond GFGNL's PoP installed at GP, therefore GP uptime recorded in GFGNL's NMS will be considered for the calculation of SLA of an individual service.
 - ii. If OLT / DWDM location where bulk bandwidth is injected in to GFGNL Network is down, then all the services / links will be considered as down.
- c. Example: If selected bidder injects bulk bandwidth at OLT – 5 and takes out bandwidth at total 40 GPs, then there will be 40 services / links configured in P2MP scenario with circuit IDs for each link. If GP – 10 goes down for 2 Hrs, then 2 Hrs downtime will be considered for that particular service / link. If OLT – 5 goes down for 3 Hrs, then 3 Hrs downtime will be considered for all 40 services / links. Overlapping down time period of OLT & GP will be adjusted to avoid duplication of downtime.
- d. Revenue Share Definition ,

Payable quarterly recurring charges to GFGNL = Quarterly charges (15% revenue share + Guaranteed % of revenue sharing to GFGNL by the bidder discovered in Financial bid (Table-0B)) .

SECTION-VII FINANCIAL BID

1. Below mentioned financial bid format is for one Package. Same table would be available for each Package- Total 2 Packages(Package-A & Package-B)- on (n)procure website.
2. Bidder is requested to refer clause of Selection criteria & allotment of work.

Table: VIII: FINANCIAL BID

#	Particulars*	Guaranteed % of revenue sharing to GFGNL by the bidder (equal or above fixed 15% realized revenue share)
1	Bill to Customer excluding AGR and broadcasting charges(OTT/Paid channels).	

Table-0B

Note:

- 1 Highest % (H1) share, discover in “Table-0B” bidder will be get selected for this bid.
- 2 Fix 15% realized revenue share from FTTX/Broad band connectivity including VAS of each customer to be paid to GFGNL every quarter.
- 3 Licenses/Spectrum Charges and Other Relevant Taxes shall be deducted from the Gross revenue.
- 4 Prices for any other paid channels regulated by TRAI/ MIB or any other governance body of INDIA/Gujarat and OTT Platform of content provider will directly be born/paid by BSP as actual to content providers, there will no sharing to BSP, Internet Provider, GFGNL or any other agency involved in between. Pricing bid will not include any revenue share on IPTV-paid channels and OTT(s) packages subscribed by the consumers/subscribers.
- 5 Bidder has to adhere to the regulated pricing for IPTV-FTA(Free to air) and paid channels and OTTs to keep the plans transparent and simple.
- 6 BSPs are those Developing IT/Non-IT Central Infrastructure and last mile/Home CPE for Content/Digital Value-added services.
- 7 IPTV pricing should not be more than what is regulated by Ministry of Information & Broadcasting, Govt. of Bharat. Broadcasting charges should not be part of financial bidding calculation as it will be directly paid to broadcasting regulatory from bidder/VAS providers.
- 8 OTT pricing should be as per the prevailing market price including documentary proof.
- 9 Quoted revenue share % will be valid for the entire contract duration and will be applicable on all revenue streams, including advertisements revenue, VAS revenue and any other income from the customer associated as part of the connection except broadcasting charges(OTT/Paid channels).

SECTION-VIII GENERAL TERMS, INFORMATIONS AND CONDITIONS

GFGNL invites reputed firms to submit their proposals for partnering on digital value-added services, in accordance with conditions and manner prescribed in this document.

8.1 Agreement

8.1.1 The selected business partner have to sign an agreement with GFGNL as per the format specified in the Annexure C.

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

8.1.3 Restrictions on Transfer of agreement: The Business Partner shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/ partnership/ third party interest shall be created.

8.1.4 Liability: Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

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

8.1.6 In case GoG launches any VGF scheme in future, the selected bidder will be given a preference based on the performance of the bidder in complying to the SoW of this RFP.

8.2 Completeness of the RFP Response

- i) The partners are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of responses shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the BSP's risk and may result in rejection of their proposal.

8.3 Compliance of laws

- i) Bidder shall perform their duties in strict compliance with all applicable laws in India along with rules & regulations of the duly constituted Government authorities in India and shall obtain all licenses and necessary approvals, if any, required by laws in India in connection with the services to be rendered hereunder.
- ii) Services provided to the customers shall be subject to Indian Telegraph Act 1885 and DoT / TRAI directions.

8.4 Clarification

- I. When deemed necessary, the Tenderer may seek clarifications whenever required during the bid evaluation process on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.
- II. Tenderer reserves the right to seek clarifications on the already submitted documents. A prospective bidder requiring any clarification on the RFP Document may submit its queries, via email only, to mgoperations-gfgnl@bharatnet.gujarat.gov.in, pmc@bharatnet.gujarat.gov.in & pmc3@bharatnet.gujarat.gov.in on or before the last date of sending queries as mentioned in this document. GFGNL will host a Pre-Bid meeting as mentioned for queries (if any) by prospective bidders. GFGNL encourages prospective bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. The representatives of the bidders may visit the GFGNL office at their own cost for any clarification(s). The queries should necessarily be submitted before bid submission date in the following softcopy format and **should be in Microsoft Excel only** (.xls or .xlsx formats):

Table: IX: Format for Queries:

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

(No PDF or Scanned images)

[Signature of the bidder]

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

8.5 Taxes

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

8.6 Suspension, Revocation or Termination of agreement

- i) GFGNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, GFGNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges shall be payable by Business Partner to GFGNL.
- ii) GFGNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of Three months issued to the business partner at its registered office, terminate / or suspend this agreement under any of the following circumstances:
 - a) The business partner failing to perform any obligation(s) under the agreement. In this case of breach of agreement, GFGNL may issue second reminder notice after 1 month of issuing 1st notice to business partner clearly specifying the time period by which agreement will be terminated in case no remedial action is taken by business partner. This shall be treated as material breach liable for termination at risk and consequent of business partner and Performance Bank Guarantee shall be forfeited, without any further notice.
 - b) The business partner failing to rectify, within the time prescribed, any defect as may be pointed out by GFGNL. This shall be treated as material breach liable for termination at risk and consequent of business partner and Performance Bank Guarantee shall be forfeited, without any further notice.
 - c) If the business partner is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to GFGNL in writing. In that case, the written notice period can be modified by GFGNL as deemed fit under the circumstances. GFGNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.
 - d) It shall be the responsibility of the business partner to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of

agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of business partner and Performance Bank Guarantee shall be forfeited, without any further notice.

- e) Breach of non-fulfillment of Agreement conditions may come to the notice of GFGNL through complaints or as a result of the regular monitoring. Wherever considered appropriate GFGNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the business partner or not? The business partner shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.
- f) Business Partner may terminate the agreement, by giving written notice of at least 6 (Six) months to GFGNL in advance. The effective date of surrender of agreement will be 6 (Six) months counted from the date of receipt of such notice by GFGNL or the authority that signed the agreement on behalf of GFGNL.
- g) **Termination for Convenience:** The Tenderer, may, by prior written notice sent to the business partner at least 3 (Three) months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Tenderer's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- h) Actions pursuant to Termination of Agreement:
 - i) Not with standing any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.
 - ii) Neither Party shall represent the Other Party in any of its dealings.
 - iii) Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.
 - iv) Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.
 - v) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

8.7 Consequences of Termination

- a) In the event of termination of this contract due to any cause whatsoever, the contract

with stand cancelled effective from the date of termination of this contract.

- b) Where the termination of the Contract is prior to its stipulated term on account of a default / material breach on the part of the selected bidder, nothing herein shall restrict the right of the Tenderer to invoke the Performance Bank Guarantee furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Tenderer under law.

8.8 Performance Bank Guarantee

The successful bidder who is awarded the Work Order shall be required to deposit a Performance bank guarantee (refer to annexure V and fact sheet) in the form of unconditional Bank Guarantee from any scheduled bank in favor of "Gujarat Fibre Grid Network Limited, Gandhinagar (from all Nationalized banks including the Public sector banks - IDBI Ltd. Or Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank) within 7 days of award of work, covering the period of contract and 180 days beyond the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful agency/bidder. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non-deposit of PBG within the stipulated time shall render the award of work invalid at the discretion of GFGNL.

8.9 Earnest Money Deposit (EMD)

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

8.10 Terms and Conditions of Bidders

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

8.11 Revelation of Prices

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

8.12 Tenderer's Right to Vary Scope of Contract

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

8.13 Confidentiality

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

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

8.14 Compliance of laws

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

8.15 Indemnity

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

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

8.16 Arbitration

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

shall be paid equally by both the parties.

8.17 Rejection Criteria

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

General Rejection Criteria

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

Technical Rejection Criteria

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

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

Financial Rejection Criteria

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

8.18 Time is of Essence

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

8.19 Force Majeure

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

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

8.20 Exit Management

- i. This Schedule sets out the provisions, which will apply on expiry or termination of the Contract Period and/ or earlier termination of the BSP and/ or the SLA for any reasons whatsoever.
- ii. 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.
- iii. The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- iv. The Exit Management Period starts, in case of expiry of Contract, 3 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 Provider.
- v. 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.
- vi. During the Exit Management Period, the Service Provider 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.
- vii. An Exit Management plan shall be furnished by selected bidder in writing to the Tenderer within 60 days on completion of the contract period or termination of the contract for default of the bidder, which shall deal with at least the following aspects of exit management in relation to the contract as a whole.
 1. Exit Management plan in case of normal termination of Contract period
 2. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
 3. Exit Management plan in case of termination of the business service partner.
- viii. The selected Service Provider will be required to provide necessary handholding and

[Signature of the bidder]

transition support to the tenderer's staff or its nominated Bidder or replacement Service Provider. 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 Bidder with respect to the working / performance levels of the infrastructure, conducting training sessions etc.

The Service Provider shall permit the tenderer and/or any replacement Service Provider 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 Provider and to assist appropriate knowledge transfer.

8.21 Amendment of RFP Document

At any time before the deadline for submission of this bids, GFGNL, may, for any reason, whether at its own initiative or in response to a clarification requested by BSPs, modify the RFP Document by an amendment, which will form the part of the original RFP document and shall override any contradicting effects in the original RFP document. In order to afford agencies reasonable time in which to take the amendment into account in preparing their concept note, GFGNL may, at its discretion, extend the last date for the receipt of application. The BSP is advised to visit the website <https://bharatnet.gujarat.gov.in/tenders> on regular basis for checking necessary updates. GFGNL also reserves the rights to amend the dates mentioned in this RFP.

8.22 GFGNL's rights to terminate the RFP Process

GFGNL may terminate the RFP process at any time and without assigning any reason. GFGNL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by GFGNL.

8.23 Right to Accept or Reject any applications

GFGNL reserves the right to accept or reject any application and the process. And also has rights to reject all applications at any time prior to award of contract, without thereby incurring any liability to the affected BSPs or their agencies or any obligation to inform the affected BSPs or their agencies of the ground for GFGNL's action.

8.24 Sealing, Marking and Submission of RFP

1. The Response to this RFP document should be submitted online and Postal Speed Post or Courier or in person, so as to reach on or before due date mentioned in factsheet. GFGNL won't be responsible for any postal delays.

2. The RFP application including supporting documents shall be signed by bidders authorized persons at each page. All the alterations, omissions, additions, or any other amendments made to the response shall be initialed by the Authorized Signatory of the BSP.
3. The Application shall include the following valid documents and necessary supporting Documents:
 - i. Cover Letter
 - ii. Details of Partners
 - iii. Service Provided by the BSP through Concept Note /presentation
 - iv. Other documents requested as per Eligibility Criteria
 - v. Financial / commercial details
4. If the envelopes are not sealed and marked as instructed above, GFGNL assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the BSP.
5. The Bidder has to enclose in an envelope marked "RFP for Selection Of Business Service Partner for FTTH/FTTX broadband connections along with Value Added Services using Bharat Net Phase II." Along with the hardcopies, a soft copy in PDF format shall also be submitted on e-mail and also uploaded on nProcure portal online.
6. In the event of any discrepancy between the hard copy submitted and soft copy submitted on "e-mail" and soft copy uploaded on portal, the Soft copy submitted on portal "nProcure" shall prevail.
7. The Application must be direct, concise, and complete. GFGNL will evaluate Agencies proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. The GFGNL competent authority reserves the right to accept or reject any or all the applications without assigning any reason.

8.25 Language of RFP

1. The responses prepared by the BSP/bidder and all correspondence and documents relating to the response to the RFP exchanged by the BSP and GFGNL, shall be written in English language. Any printed literature furnished by the bidder in another language shall be accompanied by an English translation, in which case, for purposes of interpretation of the response, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the BSP.

8.26 Publicity

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

Annexure – I : Bid Document checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
Qualification Criteria			
1.	Demand Draft as bid processing fee		
2.	EMD as Bid Security (DD/ BG as per Annexure V)		
Technical Qualification			
3.	Cover Letter (Annexure I)		
4.	Bidder's information sheet (Annexure II)		
5.	Enclose copy of Certificate of Incorporation/ Registration Certificate of the firm		
6.	Copy of Certificate from the Statutory auditor/CA clearly specifying the annual turnover for the specified years. (FY 2021-22, FY 2022-23, and FY 2023-24).		
7.	Copy of ISO 9001:2015 certificate		
8.	Copy of Class A /B ISP License issued by DoT/TRAI.		
9.	PO copy for successful execution of minimum customer /links /services asked in eligibility criteria.		
10.	Copy of last 2 quarters report & 3 year's old report submitted to Licensor (DoT)		
11.	Copy of proof of office address		
12.	Acknowledgement/ Copies of Income tax refund (ITR) filed for last three financial years i.e. FY 2021-22, FY 2022-23, and FY 2023-24		
13.	Copy of valid GST registration		
14.	Copy of valid PAN card		
15.	Undertaking by the bidder for not being barred by any State/ Central Government/PSU		
16.	Self-certification by the bidder's HR head on bidder's letter head mentioning no. of employees		
17.	Self-certification on bidder's letter head mentioning compliance to clause – 5 & 6 (Eligibility criteria)		
18.	Datasheet of CPE with dually signed and time stamp by OEM and bidder including features		
Financial Proposal			
18.	Commercials bid		

[Signature of the bidder]

Annexure – II : Cover Letter

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

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

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,
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 are not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
7. 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.
8. We have applied for the following Packages for this bid
 - a. Package applied for _____
9. Gujarat Fibre Grid Network Limited (GFGNL) may contact the following person for further Information regarding this tender:
 - Name & Designation:
 - Full address of office
 - Email ID & Contact No.
9. 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:

[Signature of the bidder]

Name of the Bidder:

Seal:

Yours Truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Seal:

[Signature of the bidder]

Annexure – III : Bidder Information Sheet

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

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

Authorized Signatory

Seal of the Company

Name & Designation

Date

[Signature of the bidder]

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

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

To

.....

.....

Dated:

Whereas _____ (here in after called "the Bidder") has submitted its bid dated _____ in response to the "Request for Proposal (RFP) for Selection of Business Service Partner for FTTH/FTTX broadband connections along with Value Added Services using Bharat Net Phase II Network" KNOW ALL MEN by these presents that We

_____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the _____, Gujarat Fibre Grid Network Limited in the sum of _____ for which payment well and truly to be made Gujarat Fibre Grid Network Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 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 180 days from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the GFGNL and further agrees that the guarantee herein contained shall continue to be enforceable till the GFGNL discharges this guarantee.

[Signature of the bidder]

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

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

Dated at _____ on this _____ day of _____ 2024.

Signed and delivered by

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

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

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

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

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

In consideration of the _____ having agreed to exempt

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

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

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

We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the State/SIA under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till

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

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

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

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

Place:

Date:

(Signature of the

Bank Officer) Rubber stamp of the bank:

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers

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

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

Request for Quote(RFQ) For Selection of Business Partner for FTTH/FTTX broadband connections along with Value Added Services using Bharat Net Phase II Network

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

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

Sir,

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

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

Yours Truly,

Name: _____ Designation: _____

Company: _____ Address: _____

Seal:

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

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

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

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

Annexure-A (BharatNet Udyami(BNU) Scheme)

- i) GFGNL possesses significant optical fiber resources and aims to provide services such as broadband and value-added services (VAS) such as Wi-Fi/OTT/IPTV and etc.to rural households and rural institutions, thereby enhancing broadband penetration in rural areas.
- ii) The Government of India has initiated the BharatNet Udyami Scheme to facilitate the deployment of fiber-optic infrastructure for providing broadband connectivity to rural regions across the nation.
- iii) GFGNL, being at the forefront of implementing broadband initiatives in Gujarat, acknowledges the potential of leveraging the BharatNet Udyami Scheme to accelerate last-mile connectivity through Fiber to Family and Fibre to Field Offices.
- iv) GFGNL aims to collaborate with selected FTTx business partners to deploy and maintain FTTx connectivity in rural areas, thereby ensuring the delivery of value-added services to rural households and institutions;

A. Adoption of BharatNet Udyami (BNU) Scheme

1. GFGNL hereby adopts the BharatNet Udyami (4) Scheme for facilitating the deployment of last mile fiber-optic infrastructure and access equipment from Point of interface (PoI) and Point of Presence of GFGNL Network in rural areas.
2. The adoption of this scheme aims to provide last-mile connectivity through FTTx technology and deliver value-added services to rural communities.

B. Operative Period:

1. This operational modalities for disbursing BNU will be adopted from the date of resolution and till the declaration of revision, or until the goal of connecting 1,00,000 FTTX connection within one year and scaling upto additional 1,00,000 in another one year.

C. Broad roles and responsibilities of GFGNL and Partner under BNU Scheme

GFGNL

1. GFGNL will disburse one-time connectivity, customer premises equipment, value added services setup charges as provisioned in the BNU scheme to the FTTx business partners for connecting rural households and institutions.
2. The disbursement of one-time charges shall be made as per the rates specified under the BNU scheme, as amended from time to time and subject to digital verification of completed installations.

D. FTTx business partner

1. FTTx business partner will mobilize serious efforts for Customer acquisition and retention.
2. FTTx business partners shall provide last mile FTTx connectivity from GFGNL point of interface and deploy customer premises equipment for value added services such as OTT, IPTV, Digital contents without any one-time charges from the rural households and rural institutions.
3. FTTx business partner shall also leverage his own Network/backbone strength in the larger interest for delivering enhanced citizen experience.
4. FTTx business partner shall compulsorily collect nonrefundable customer acquisition/registration fee INR 100 only for ascertaining useful customer acquisition and shall not collect any one-time charges (OTC) against connection provided with VAS and in-lieu of that FTTx business partner shall be eligible to claim provisioned benefits under BNU.
5. FTTx business partner shall not claim to GFGNL for any one-time charges against connection provided without VAS services.
6. FTTx business partner shall ensure all regulatory compliance including logs, privacy, permissible contents practices and etc.
7. Minimum Monthly Entry Plan under BNU scheme must be available in service bucket of successful bidder 20 Mbps Unlimited
8. FTTx business partner shall provide detailed plan and schedule of activities for achieving targeted connections within 7 days from the date of acceptance of BNU offer by FTTx business partner

E. Applicable incentives and offerings under BNU Scheme

1. The Department of Telecommunications (DoT) has sanctioned the BharatNet Udyami (BNU) scheme, offering an incentive of INR 4,720 (inclusive of taxes) per connection. This includes an upfront incentive of INR 2,500 upon connection activation, a retention incentive of INR 150 per quarter for the following two years (totaling INR 1,200), along with a one-time incentive of INR 300.
2. This one-time incentive of Rs. 300 (plus GST) per connection shall be payable for all the connections (with zero outstanding i.e. last issued bill is paid on last day of the month), in case the Business Partner achieves the target of minimum 50 connection per OLT as illustrated below :

Minimum 50 connections/OLT at the last day of the month in which 120th day, from date of integration of OLT, is falling. If an OLT is integrated on 12th April, the 120 days will be completed (18+31+30+31+20) on 20th August. So, the Business Partner needs to provide minimum 50 connections by 31st August for getting additional incentive of Rs. 300 (plus GST) per connection, for all connections provided in this period. For special incentive, only zero outstanding numbers (i.e. last issued bill is paid on last day of the month) will be counted. The Special incentive will be payable in invoice published for Sept month i.e. payable in Oct month.

3. The total incentive amount shall not exceed INR 4,000 along with GST of INR 720 as provisioned under BNU Scheme, as amended from time to time by DoT.
4. Aligned with the DoT-approved BNU scheme, Gujarat Fibre Grid Network Limited (GFGNL) will provide a Financial Incentive of INR 4,000 (plus GST) per connection to Business Partners. GFGNL will disburse the BNU funds (Financial Incentive) in lots of 500 VAS connections to Business Partners based on specified milestones, as detailed in the table below (Without GST):

#	Milestone	Condition	Payment (Rs)
1	M1	Per connection on activation	2500
2	M2	Quarterly Retention Incentive at end of every quarter per connection for zero outstanding for 1 st year	150*4=600
3	M3	Quarterly Retention Incentive at end of every quarter per connection for zero outstanding for 2 st year	150*4=600
4	M4	An additional one-time incentive of Rs 300 (plus GST) per connection shall be payable for all connections (with zero outstanding i.e. last issued bill is paid on the last day of the month) in case the Business Partner achieves the target of minimum 50 connections per OLT.	300
Total			4000(without GST)

5. The Business Partner is strictly prohibited from charging any one-time charges (OTC) from the end customer claiming under BNU benefits
6. To facilitate better customer acquisition and penetration, GFGNL will authorize a three-month holiday period from the date of acceptance of BNU offer by FTTx Business Partner
7. FTTx business partners shall submit invoices along with relevant documentation to GFGNL for payment processing.

F. Service Level Agreement (SLA) associated with BNU claim

With an objective to ensure uninterrupted services to customers and to attain customer delight, consistency in the up-time is non-negotiable. The FTTx business partner must have to maintain 98.5% of up-time of last mile FTTx (from point of interface of GFGNL to customer end) including CPEs and VAS services. Below are the SLA criteria and penalty clauses:

1. Up-time related (Upon submission of digital reports by FTTx business partner and digital reconciliation mechanism at Network Operation Centre)

Sl.	Availability of Services	Penalty deduction on retention BNU amount to be paid to RSP per connection per quarter
1	More than equal to 98.5 %	NIL
2	More than 97 % & less than 98.5 %	20 %
3	More than 95 % & less than 97 %	30 %
4	More than 90% & less than 95 %	40 %
5	Less than 90%	No claim under BNU *

*The two consecutive quarterly default will be considered material breach and will be sufficient ground to issue final notice for improvement or terminal action in the larger interest of rural masses and institutions.

2. Delay in timely attending customer grievances and resolution: The customer first is to be adhered in letter and spirit. At any given moment, in case customer grievances exceed by 20% of the total on-boarded customers in particular GP/region then entire quarter BNU of corresponding GP/region shall not be paid.

G. Monitoring and Compliance

1. GFGNL and business partner shall jointly establish mechanisms to monitor the deployment and maintenance of FTTx connectivity by business partners to ensure adherence to quality standards and regulatory requirements.
2. FTTx business partners shall comply with all applicable laws, regulations, and policies governing the provision of broadband services in rural areas.
3. Any deviations from the BharatNet Udyami (BNU) scheme/guidelines or contractual obligations shall be promptly addressed through mutual consultations.

H. Maximum BNU (BharatNet Udyami) allowed

1. BNU is in limited budgeted items, which are maximum allowed 30 in one GP. Overall, 20,000 BNU is allowed in one District.
2. Currently we are planning to few cities of Gujarat to give first and foremost footprint. So, major and focus part of the Gujarat should not be excluded from BNU and will universally distribute.
3. As a bird view to ensuring the qualitative aspects of customer coverage and to fulfil here are the numbers, limiting customers i.e. any GP with 30 customers in GP and at district level 20,000.
4. In totality, we will provide BNU upto 2.50 Lakh customers subjected to applicability of BNU/ BNU provision fund by USOF.
5. BNU scheme is committed by DoT/Gol. One step further we are inclined to pass the BNU in ease it is increased based on Gol approval. Currently it is Rs 4,000 /- for 1 Lakh customers and It is expected to be proposed for 5Lakh.
6. We do understand that customer of under served condition business model. It is de-risk the business to serve under developed and low populated and low income group to deal risk, we are expecting minimum 70% customer coverage to meet the expectations.

I. Review and Reporting

1. The GFGNL shall oversee the implementation of the BharatNet Udyami Scheme in coordination with relevant departments and stakeholders.
2. FTTx partner shall provide monthly updates and reports on the progress, new customer count, customer retention, average grievance attending time and resolution time, tickets and impact of the scheme to the MD, GFGNL.

All other general terms and conditions including scope of the work, governance, engagement rules, dispute resolution, and other conditions set-forth in revenue sharing agreement are implied and integral to this BNU terms unless otherwise explicitly specified.

For any queries, service partner may contact following person if required (1) Kalpesh Patel (6359600938) (2) Maulik Patel (6359600736) (3) Rakesh Kulkarni (8605418128)

Request for Quote(RFQ) For Selection of Business Partner for FTTH/FTTX broadband connections along with Value Added Services using Bharat Net Phase II Network

Agency may submit their proposal on Email: gmcomm-gfgnl@bharatnet.gujarat.gov.in , mgoperations-gfgnl@bharatnet.gujarat.gov.in, pmc@bharatnet.gujarat.gov.in or submit physically at below address

Gujarat Fibre Grid Network Limited

Block No. 6, 5th Floor, Udyog Bhavan,
Gandhinagar, Gujarat, PIN – 382010.

GFGNL reserves the right to accept or reject any or all agencies without assigning any reason thereof. The decision of GFGNL will be final and binding.

We look forward to receiving your Request for Quote and working together to deliver exceptional digital services to our valued customers in Gujarat.

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