

Clarification Note

Corrigendum-II

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

Issued by:

Gujarat Fibre Grid Network Limited

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

25th September 2024



Issued By :

Gujarat Fibre Grid Network Limited (GFGNL)

A Government of Gujarat Company

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

V. Fact Sheet

#	Particular	Details
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 Network
9.	Last date for submission of Bid/proposal	29/10/2024 16/11/2024 6/12/2024 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)	4/11/2024 19/11/2024 9/12/2024 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.
12.	Bid Security/ Earnest Money Deposit (EMD) Amount Payable	Rs. 5,00,000/- Rs 1,25,000/- in the form of - demand draft (or through digital transfer) Per Zone 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 i) Integrity Pact, ii) EMD, iii) RFP Document Fee and iv) Letter of Authorization	4/11/2024 16/11/2024 9/12/2024 At 06:10 pm (Date of submission of online bid + 4 working Days) for physical copy

1. Additional Clause:

S r N o .	RFP Clau se/It em Na me	Original Clause	Revis ed Clau se /Clarif icatio ns
1	Section 5.5(XII)	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.	Removed

6.1 Implementation timeline and penalties **Per Zone**

Table: VII Implementation Time Line Per Zone

#	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	500 250	4,000 500	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	500 250	5,000 2500	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 1000	24,000 12,000	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	4000 500	20,000 10,000	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 ~2000. 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 1Lakh customer on GFGNL network. Selected bidder is bound to achieve this, In anycase 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.

SECTION-VII FINANCIAL BID

- Below mentioned financial bid format is for one Package. Same table would be available for each **Zone Package- Total 2 Packages(Package-A & Package-B)** (Ahmedabad, Vadodara, Surat, Rajkot) on (n)procure website.
- 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) Discount % on BNU Offered for fixed 15% revenue sharing to GFGNL By the bidder
1	Bill to Customer excluding AGR and broadcasting charges(OTT/Paid channels).	
4	BharatNet Udyami (BNU) Discount % Offer to GFGNL	
#	Particulars*	Over and above % on Number of Connections
1	Over and above % on Number of Connections mentioned in " Table: VII Implementation Time Line- line item01 " in first 3 Months(1st Quarter)	[Insert Percentage]
2	Over and above % on Number of Connections mentioned in " Table: VII Implementation Time Line- line item02 " in next 3 Months(2nd Quarter)	[Insert Percentage]
3	Over and above % on Number of Connections mentioned in " Table: VII Implementation Time Line- line item03 " in next 3 Months(3rd Quarter)	[Insert Percentage]
4	Over and above % on Number of Connections mentioned in " Table: VII Implementation Time Line- line item04 " in next 3 Months(4th Quarter)	[Insert Percentage]
Total		[Total %]

Table-0B

Note:

- Highest % (H1) share, discover in "Table-0B" bidder will be get selected for this bid.
- Fix 15% realized revenue share from FTTX/Broad band connectivity including VAS of each customer to be paid to GFGNL every quarter.
- 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 %~~ **Quoted BNU Discount % offer** 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).

Penalty

Sl.	Number Of Connections	% Penalty deduction on BNU OTC Charges on non achievement of Target
1	Delay upto 10 working days in milestone-01 of implementation time line-Table:VII including discovered counts in Financial bid line item 01	2%
	Delay Beyond 10 working days in milestone-01 of implementation time line-Table:VII including discovered counts in Financial bid line item 01	No BNU
2	Delay upto 10 working days in milestone-02 of implementation time line-Table:VII including discovered counts in Financial bid line item 02	4%
	Delay Beyond 10 working days in milestone-02 of implementation time line-Table:VII including discovered counts in Financial bid line item 02	No BNU
3	Delay upto 10 working days in milestone-03 of implementation time line-Table:VII including discovered counts in Financial bid line item 03	8%

Sl.	Number Of Connections	% Penalty deduction on BNU OTC Charges on non achievement of Target
	Delay Beyond 10 working days in milestone-03 of implementation time line-Table:VII including discovered counts in Financial bid line item 03	No BNU
4	Delay upto 10 working days in milestone-03 of implementation time line-Table:VII including discovered counts in Financial bid line item 03	10%
	Delay Beyond 10 working days in milestone-03 of implementation time line-Table:VII including discovered counts in Financial bid line item 03	No BNU

Note:

I. The maximum cap limit for penalty would be limited to **20% of the BNU scheme for overall agreed beneficiary customers**. The penalties will be deducted from the dues payable quarterly from the BNU approved scheme to selected bidder.

I. GFGNL reserves the right to enforce penalties on any chosen bidder due to non-performance. The prescribed measures are as follows:

- a. A non-achievement penalty of Rs 1 lakh will be imposed in the event of objective failure for a given quarter. Should the customer acquisition show signs of degradation or ramp up, potential adjustments will be considered for the succeeding quarter. Persisting failures over two consecutive quarters will result in a penalty of Rs 2 lakh. Consecutive failures across three quarters create solid grounds for initiating contract termination proceedings.
- b. If non-compliance extends beyond three quarters, GFGNL maintains authority to enforce jurisdictional restrictions.
- c. GFGNL reserves the right to forfeit the bidder's Performance Bank Guarantee (PBG).
- d. GFGNL holds the right to curtail the bidder's ability to procure new customers. These remedial actions could, based upon severity, also lead to contract termination.

Kindly note, these measures aim to uphold and prioritize quality, ensuring optimal service delivery while minimizing risk and disruption. Continued non-compliance could lead to severe penalties and contractual consequences.

=====End Of Document=====