



**Request for Proposal (RFP) for Selection of Agency for License and AMC Support of Existing ICT Infrastructure for Gujarat Fibre Grid Network Limited,  
Dept. of Science & Technology, Government of Gujarat**

Date:

Ref No:

Block 6, 5<sup>th</sup> floor, Udyog Bhavan, Sector-11,  
Gandhinagar- 382 010 , Phone: 079-23258443

Email: \_\_\_\_\_

Website: [bharatnet.gujarat.gov.in](http://bharatnet.gujarat.gov.in)

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## **I. DISCLAIMER**

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

## II. 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 Agency for License and AMC Support of Existing ICT Infrastructure for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat
3.	Date of Publication	29/12/2026
4.	Availability of RFP Document	The RFP document can be obtained on website <a href="#">Home   GFGNL (gujarat.gov.in)</a> , <a href="https://gem.gov.in">https://gem.gov.in</a> , <a href="https://gil.gujarat.gov.in/">https://gil.gujarat.gov.in/</a>
5.	Name and address for communication, correspondence and seeking clarification regarding the RFP & address at which bids documents to be submitted	<p>CFO &amp; AO, Gujarat Fibre Grid Network Limited Block No.6, 5<sup>th</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar.</p> <p>Tel. No: (079) 23212442, +91 6359600954 Email: <a href="mailto:dgnoc-gfgnl@bharatnet.gujarat.gov.in">dgnoc-gfgnl@bharatnet.gujarat.gov.in</a> <b><u>For Query and Clarification of RFP email id:</u></b></p> <p><a href="mailto:pmc2@bharatnet.gujarat.gov.in">pmc2@bharatnet.gujarat.gov.in</a> <a href="mailto:pmc3@bharatnet.gujarat.gov.in">pmc3@bharatnet.gujarat.gov.in</a> <a href="mailto:pmc@bharatnet.gujarat.gov.in">pmc@bharatnet.gujarat.gov.in</a> <a href="mailto:dgnoc-gfgnl@bharatnet.gujarat.gov.in">dgnoc-gfgnl@bharatnet.gujarat.gov.in</a></p>
6.	Last date for receiving queries/clarifications	<p>The last date of submission of pre-bid queries shall be 17/12/2025 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:</p> <p>Pre-bid queries &lt; Bidder's name&gt; The queries should be submitted in an .xls Format as per the format prescribed in RFP document.</p>
7.	Time, Date and Venue of Pre-Bid Conference	<p><b>07/01/2026</b> at 03:00 pm At Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010</p>
8.	Date of response to Bidder Queries	<p>Within 7 days from the date of pre-bid meeting. <b>Note:</b> <i>The Tenderer shall not be obligated to respond to any or all the queries. The Tenderer may, at its sole discretion, choose to publish responses to the pre-bid queries and /or any corrigendum on website or</i></p>

#	Particular	Details
		<i>may send through email or any other means.</i>
9.	Last date for submission of Bid/proposal	28/01/2026 at 11:55 am
10.	Last date for submission of Bid/proposal (Physical copy excluding financial bid only if asked based on nature of RFP)	28/01/2026 at 11:55 am  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/Tender fee payable	Nil
12.	Bid Security/ Earnest Money Deposit Amount Payable	Rs. 2,30,000 /- (Rs. Two lakhs Thirty Thousand Only) <b>Details of the Bank:</b> Name of the Beneficiary: "Gujarat Fibre Grid Network Limited" Bank Name: State Bank of India Bank Account Number: 36242993620 IFSC Code: SBIN0060228 Branch Name: Udyog Bhavan Branch, Gandhinagar Name of the Beneficiary: Gujarat Fibre Grid Network Limited EMD in the form of bank guarantee of validity for 180 days from the due date of the opening of the tender in favour of "Gujarat Fibre Grid Network Limited" <b>Note:</b> i) As per the GoG guideline, EMD should be in the form of BG as per the GoG GR No. FD/MSM/e-file/4/2023/4020/D.M.O dated 11-03-2024 or latest regarding the Acceptance of Bank Guarantee as SD and EMD. ii) DD/Payorders are not accepted as EMD. EMD and Bid validity period shall consider as 180 days from last date of bid submission with claim period of over and above 45 days. In case of price validity beyond claim period, bidder need to submit BG with extendable period for price validity including claim period
13.	Submission of i) Integrity Pact, ii) EMD, and iii) Letter of Authorization (Power of Attorney -PoA)	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 <a href="https://gem.gov.in">https://gem.gov.in</a> 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

#	Particular	Details
17.	Technical Presentation	To be announced later
18.	Date for the opening of financial bid for technically qualified Bidders	To be announced later
19.	Contract Duration	2 years from the date of issue of Work Order(WO) and will extend further for more 1 year on same <b>rate terms and condition</b> based on performance/quality ranking of services with <b>mutual understanding</b> .
20.	Estimated Value	Rs. 76,00,000/-
21.	PBG	5% of contract value Within 15 working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier
22.	Selection Criteria	L1 Based

**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.*

**III. Definition**

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

1. **“Acceptance Test Document”** means a document, which defines procedures for testing the deliverables. against requirements laid down in the Agreement.
2. **“Agreement”** means the Service Level Agreement to be signed between the successful bidder and DST/GFGNL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
3. **“Authorized Representative/ Agency”** shall mean any person/ agency authorized by either of the parties.
4. **“Bidder”** means any agency providing similar solutions as per the scope of work of RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom DST/GFGNL signs the Service Level Agreement.
5. **“Contract”** is used synonymously with Agreement.
6. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
7. **“Default Notice”** means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
8. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive DST/GFGNL of the benefits of free and open competition.
9. **“Good Industry Practice”** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.

10. **"Law"** shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
11. **"Request for Proposal"** means the detailed notification seeking a set of solutions(s), services(s), materials and/or any combination of them.
12. **"Requirements"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
13. **"Service"** means provision of Contracted services for DST/GFGNL.
14. **"Termination Notice"** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
15. **"Incident"** refers to any event / abnormalities in the functioning of the Network services that may lead to disruption in normal operations of the services.
16. **"Scheduled operation time"** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications hosted will be 24x7x365.

#### **IV. Abbreviations**

<b>Abbreviation</b>	<b>Description</b>
Agency	The entity who shall be selected via this RFP
GoI	Government of India
GoG	Government of Gujarat
DST	Department of Science & Technology, Government of Gujarat
GFGNL	Gujarat Fibre Grid Network Limited
GSWAN	Gujarat State Wide Area Network
GSDC	Gujarat State Data Center
SICN	Sachivalaya Integrated Communication Network (SICN)
BoM	Bill of Material
EMD	Earnest Money Deposit
LoI	Letter of Intent
LoA	Letter of Award
O&M	Operations and Maintenance
PBG	Performance Bank Guarantee
SI	System Integrator
AMC	Annual Maintenance Contract

## **Section 1: Invitation for RFP**

### **1. Background**

- I. Government of Gujarat (GoG) has implemented BharatNet Phase II Project under "State Led Model". We have set up an SPV namely "Gujarat Fibre Grid Network Ltd (GFGNL)" under Department of Science & Technology (DST) to execute BharatNet Phase -II Project. GFGNL has been created to synergize with the efforts of Government of India under the Digital India initiative and make focused efforts to actualize a state-to-village fibre grid and to facilitate building common Government owned infrastructure to provide internet facilities to residents of State of Gujarat.
- II. GFGNL already connected 8,000+ locations mainly comprising Gram Panchayat (GP) along with TC/DC/GIDC/Revenue Villages etc. GFGNL laid around 35,000+ KM of Optical Fiber Cable (OFC), along with active network elements 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. Furthermore, The 'Amended BharatNet Phase-III Program' in Gujarat, commanded by Gujarat Fibre Grid Network Limited (GFGNL), is a transformative initiative aimed at revolutionizing rural connectivity and strengthening digital inclusivity. This comprehensive project encompasses the integration, expansion, and technological upgrade of BharatNet Phase-I and Phase-II networks, laying the foundation for a robust broadband infrastructure. The project endeavors to connect approx. additional ~4,400 more villages over and above the existing rural connectivity, empowering rural communities through enhanced digital services. Leveraging technology, and strategic network design, the upgraded BharatNet Network is poised to bridge the digital divide, drive socio-economic development, and propel Gujarat into a new era of digital empowerment.
- IV. The 'BharatNet Phase-III Program' in Gujarat is a transformative initiative aimed at bolstering digital infrastructure and digital connectivity throughout the state of Gujarat. The project's comprehensive approach, covering rural areas, is aligned with the national agenda of Digital India, fostering economic development, technological upgradation, and improved operational efficiency.

### **2. RFP Notice**

On behalf of Gujarat Fibre Grid Network Limited invites online bids for hiring **"Request for Proposal (RFP) for Selection of Agency for License and AMC Support of Existing ICT Infrastructure for GFGNL.**

- I. The RFP includes the following documents:
  - a. Section 1 - Invitation for Proposals (IFP)
  - b. Section 2 – Instruction to Bidders (ITB) and General Terms, Information and Conditions
  - c. Section 3 - General Conditions of Contract (GCC)
  - d. Section 4 – Annexures & Check list
- II. Eligible bidders may download the RFP document from the website
  - a. <https://bharatnet.gujarat.gov.in/tenders> & <https://gem.gov.in/>
- III. EMD and Bid validity period shall consider as 180 days from last date of bid submission with claim period of over and above 45 days. In case of price validity beyond claim period, bidder need to submit BG with extendable period for price validity including claim period of any bank as per GoG GR No. FD/MSM/e-

file/4/2023/4020/D.M.O dated 11-03-2024 or latest regarding the Acceptance of Bank Guarantee as SD and EMD.

- IV. GFGNL reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.
- V. This RFP document is not transferable.
- VI. 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 times.

### **3. Eligibility Criteria**

The agency meeting the following qualification criteria will be short listed and considered for technical evaluation and financial bid.

<b>S No</b>	<b>Eligibility Criteria</b>	<b>Supporting Documents to be furnished</b>
1.	The entity should be either registered as a Company under Companies Act 1956/ 2013 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 as the case may be.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act
2.	The Bidder should have average annual turnover of Rs 2.3 Cr in the last three financial year (2022-23, 2023-24 & 2024-25) solely generated from the business of IT/ITeS-Networking only.	Certificate from the Statutory auditor/ CA clearly specifying the annual turnover for the specified years.
3.	The bidder should have executed/ Operation & Maintenance and AMC services for ICT infrastructure in government or large enterprise environments during the last 3 years. The bidder must meet one of the following: (a) 3 projects of value $\geq$ ₹30 Lakhs each, OR (b) 2 projects of value $\geq$ ₹46 Lakhs each, OR (c) 1 project of value $\geq$ ₹61 Lakhs.  Each project should have at least 3 core components such as Network, Server, Storage, Virtualization , Firewall in last 3 years	Copies of Purchase Order and completion or partial completion certificate/Go-live report complying to the clause requirement e from client to be enclosed along with Technical Bid

S No	Eligibility Criteria	Supporting Documents to be furnished
4.	The bidder should not have been barred from participating in any tender/ providing services/procurement process or supply of materials by an organization/department/office/ PSU/ board or corporation of either Government of India or any state government.	Refer format Annexure III
5.	The bidder should have a valid GST registration	Copy of valid GST & PAN no
6.	Bidder should submit a “Manufacturers Authorization form” (MAF) for supply of AMC and support by the respective OEM authorizing the bidder to supply AMC of existing Network hardware.	MAF issued by OEM for the proposed product as per format mentioned in Annexure -VII
7.	The Bidder must have one office in Ahmedabad/Gandhinagar of Gujarat state. or undertaking from the bidder that they will open an office within one month of placement of PO by GFGNL.	copy of any one of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / G.S.T. Registration / Valid Lease Agreement.
8.	The bidder must have experience in Virtualization of physical environment.	Copy of work order & work completion certificate prior to bid submission date

**Note-01:**

- I. The bidder must have a valid GST Registration, PF Registration, ESI, wage register, PT leave details.
- II. The Supporting documents as per eligibility criteria should be submitted in spiral bound copies and should be in proper formats. All pages shall be stamped, numbered and signed by the signing authority of the bidding agency.
- III. Supporting documents should be submitted according to the formats given at the end of the tender documents. Improper formats and loose sheets will not be accepted and the bid will be rejected completely.
- IV. Any kind of consortium will not be allowed.
- V. Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- VI. Consortium shall not be allowed throughout execution of work.
- VII. All supporting documents to be submitted online and offline on <https://gem.gov.in/> .
- VIII. **Micro, Small &Medium Enterprises Development Act**
  - a. MSE (Micro & Small Enterprise) bidders are exempted from EMD provided they submit current and valid Udyam Registration Certificate (URC) issued from the Ministry of MSME/ NSIC (National Small Industries

Corporation) / CSPO. Udyam Registration Certificate (URC), NSIC (National Small Industries Corporation) and CSPO submitted by MSE bidder in their online bid for claiming exemption from tender fee, relaxation in experience and turnover as mentioned in eligibility criteria table above, must be current & valid on the date of opening of technical bid part. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

#### **4. Scope of Work**

- I. GFGNL has implemented Network Management System (NMS) which acts as an integrator for various element management system (EMS) for active elements involved in the project execution. In order to cater the requirements for hosting of above-mentioned applications and similar other relevant applications like ERP, GIS, BSS etc, GFGNL intends to procure AMC of existing System and Networking Hardware installed at State Data Center (SDC), Gandhinagar. These Applications shall have mix of Solaris, RHEL, Linux, Unix, CentOS and Windows platforms. The prospective bidders should have proper experience and competence in the field to successfully complete the Scope of Work as mentioned in this RFP. The scope of work under this RFP is broadly given as below.
- II. Bidder may perform the survey of existing infra mentioned in Annexure F and assess the requirement of scope of work.
- III. O&M for a period of two years extended upto 1 year from the date of Work order.

#### **IV. Existing Inventory Details with Support requirement from bidder:**

<b>SN</b>	<b>Component</b>	<b>Model</b>	<b>Qty</b>	<b>EoS Date</b>	<b>Hardware Support Requirement</b>
1	Server	Dell PowerEdge FC640	7	22-10-2028	<ol style="list-style-type: none"> <li>1. Support service that includes 24x7 access to technical experts</li> <li>2. If a hardware/software issue cannot be resolved remotely, OEM Onsite support require for repair/replacement within define SLA</li> </ol>
2	Chassis	Dell PowerEdge FX2	2	22-10-2028	<ol style="list-style-type: none"> <li>1. Support service that includes 24x7 access to technical experts</li> <li>2. If a hardware/software issue cannot be resolved remotely, OEM Onsite support require for repair/replacement within define SLA</li> </ol>
3	Storage	Dell EMC Unity 380	1	22-10-2028	<ol style="list-style-type: none"> <li>1. Higher tier support including proactive monitoring and predictive failure alerts</li> <li>2. If a hardware/software issue cannot be resolved remotely, OEM Onsite support require</li> </ol>

SN	Component	Model	Qty	EoS Date	Hardware Support Requirement
					for repair/replacement within define SLA
4	SAN Switch	DS-6610R-B (8/24P, 16G SFP)	2	22-10-2028	<ol style="list-style-type: none"> <li>Higher tier support including proactive monitoring and predictive failure alerts</li> <li>If a hardware/software issue cannot be resolved remotely, OEM Onsite support require for repair/replacement within define SLA</li> </ol>
5	Network Switch	Cisco Catalyst C9300L-24T-4X-A	2	-	<ol style="list-style-type: none"> <li>If a hardware/software issue cannot be resolved remotely, OEM Onsite support require for repair/replacement within define SLA</li> </ol>
6	Firewall	Fortinet FC-10-F100F-950-0212	2	28-02-2028	<ol style="list-style-type: none"> <li>IPS: Intrusion Prevention System.</li> <li>Advanced Malware Protection: Detects and blocks malware.</li> <li>Application Control: Controls which apps can run.</li> <li>URL/DNS Filtering: Blocks malicious websites.</li> <li>Antispam Service: Filters spam emails.</li> <li>FortiCare Premium: Premium support from Fortinet.</li> </ol>
7	Virtualization	VMware vSphere Foundation 8	312 licenses	20-12-2028	<ol style="list-style-type: none"> <li>Virtualization platform for managing virtual machines.</li> <li>Includes updates, patches, and technical support for multiple years.</li> </ol>

Note: Above requirement tentative and may change in future.

#### V. System Integration Component:

- Bidder is required to renew the licenses already procured and should be in the name of GFGNL. In case OEM is not providing support, Bidder may propose a alternate vitalization software.
- The bidder should maintain hardware and software components which include Server Virtualization Layer, Servers, Physical Server management Module, Networking components like LIU, L2/L3 switch, SAN Switch, Storage, Firewall, etc. with appropriate licenses perpetual for life.
- The support including patch updates for the quoted products shall be available for the entire period of the Project without any additional cost.
- The bidder is required to provide back-to-back OEM support (24 x 7 x 365 days) for the period of 2 year extendable upto 1 year from the date of Work order. The entire deployed solution should be covered under the back-to-back OEM warranty till the period of 2 years extendable upto 1 year.

- e. In case OEM is not providing MAF or AMC support to potential bidder, The bidder may submit the bid without MAF along with the evidence of communication with OEM and propose alternate virtualization software to maintain the services. For, Hardware, the bidder may propose support at his own risk and cost basis without compromising the quality of service.
- f. Bidder is required to share SPOC person's details as per shifts. Any change in delegation, must be informed to GFGNL team in advance.

#### VI. Migration of Virtual Server:

In case virtualization is to be migrated from VMware to new OEM, Following activities are to be done by SI to make this migration seamless.

- a. Create Network subnet as per requirement and as per OEM'S best practices.
- b. Hardware patching/firmware need to be done on SETUP Provided as a Part of this RFP.
- c. Install and Configure newly procure virtualization platform on all the nodes with requirement management console.
- d. Install and Configure management console in the new environment
- e. Add newly created virtualized environment nodes in management console and create a cluster as per GFGNL requirement.
- f. Migration Activity of Virtual Servers from existing environment to new Converged Infrastructure environment
- g. Install and configure required convertor/migration utility for physical as p2v migration and virtual machine as v2v Migration. (Providing Converter/Migration utility is in OEM's scope)
- h. Migrate existing environment to newly created virtualized environment.
- i. Create Additional Virtual Machines (VMs) as per any additional requirement and provision storage from new datastore as per GFGNL's requirement
- j. Install and configure new virtualized environment tools on all the Virtual Machines (VMs) and check everything is working as per best practices.
- k. Storage Provisioning Activity to be carried out by OEM.
- l. Create & Assign storage policy for all the workloads as per GFGNL's guidelines and requirement of the Setup.
- m. Install and Demonstrate required features of procured software licenses
- n. Create & Submit complete installation activity & site specific documentation as per requirement
- o. Observe and Test envrionment for 10 working days before handover to GFGNL NOC team
- p. Knowledge Transfer prior to Sign off
- q. GFGNL NOC team (min 2 participants) to be provided by OEM Instructor lead training for the proposed solution.
- r. Above is high level SOW and may have some changes prior to project kick off, in case required.
- s. Note:
  - i. Kindly note that above mentioned Virtualized software licenses and support/subscription must be independent of the hardware OEM.
  - ii. The virtualized software licenses must be inter-operable from one hardware OEM to any other hardware OEM of GFGNL choice in future at no extra charges to GFGNL.

- iii. Warranty/support has to be provided by original software OEM irrespective of the hardware OEM.
- iv. The bidder shall propose Support & Subscription services from original software OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 support for Severity 1 issues
- v. Support mechanism to be issued from original software OEM to GFGNL team for raising tickets irrespective of severity of the problem
- vi. Kindly note that prior to above mentioned SOW project implementation activity, proposed Virtualized Software OEM has to provide high level Plan and Design document from their own Professional Services' team for the GFGNL project. This Plan & Design activity shall not be outsourced to any other 3rd party but shall be done by Virtualization Software OEM's Professional Services team.
- vii. This Plan & Design recommendations and report needs to be followed by the selected System Integrator (SI) for the implementation as per best practices.

VII. Server Monitoring, Administration:

- a. Configuration of server parameters, operating systems administration and tuning.
- b. Operating system administration, including but not limited to resource contention, preventive maintenance and management of updates & patches to ensure that the system is up to date.
- c. Re-installation in the event of system crash/failures.
- d. Maintenance of a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc.
- e. Event log analysis generated in all the sub systems including but not limited to servers, operating systems, applications, etc.
- f. Ensuring that the logs are backed up and truncated at regular intervals.
- g. Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures.
- h. Ensuring the upkeep of existing systems that would be reused and also incorporate necessary changes for new applications if any during the tenure of the contract.
- i. Preparing, Implementation and maintenance of standard operating procedures for maintenance of the infrastructure based on the State's policies.

VIII. Backup and Restore Services:

- a. Bidder should provide backup of operating system, Virtual Machines and application as per stipulated policies of GSDC/GFGNL.
- b. Bidder should also provide prompt problem resolution in case of failures in the backup processes

IX. Existing infra specifications are mentioned as per below just for your reference

Component	Specification
Blade Server	Dell PowerEdge FC640 – Latest x86 architecture, 2.4 GHz or above, 16 cores, 256 GB RAM per server, RAID support, 2x10GbE LAN ports, N+1 redundant power supply, OS compatibility: Windows Server, RHEL, Linux, Solaris

Component	Specification
<b>Chassis</b>	Dell PowerEdge FX2 – Compatible with blade servers, built-in KVM, centralized management
<b>Storage</b>	Dell EMC Unity 380 – 100 TB usable, Active-Active controllers, RAID support, 64 GB cache (scalable to 128 GB), modular design, IP/iSCSI/FC support
<b>SAN Switch</b>	DS-6610R-B – 8/24 ports, 16G SFP, wire-speed switching, redundant power supply
<b>Network Switch</b>	Cisco Catalyst C9300L-24T-4X-A – 24x1G ports, 4x10G uplinks, supports VLAN, LACP, OSPF, BGP, SNMP v1/v2/v3
<b>Firewall</b>	Fortinet FC-10-F100F – Unified Threat Protection (IPS, Malware Protection, URL Filtering, DNS Filtering, Antispam), 12x1G ports, 2x10G ports, 10 Gbps throughput
<b>Virtualization</b>	VMware vSphere Foundation 8 – Supports Windows/Linux VMs, VLAN isolation, API integration with NMS, snapshot capability
<b>Rack</b>	42U Rack – 750x1070x1991 mm, IPDU as per IT equipment, perforated for ventilation

**X. Warranty and Services:**

- The successful bidder shall provide on-site comprehensive warranty for 2 Years extendable upto 1 year from the date of work order at no cost to GFGNL within 24 hours of reporting, hardware related software updates; upgrades; patches and bug fixes for hardware and related Software from OEM for 24 x 7 x 365 days and operating support as and when required
- On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back supported by the OEM. The bidder will warrant all the hardware against defects arising out of faulty design, materials and workmanship etc. 2 Years extendable upto 1 year from the work order. Free maintenance services will be provided during the period of warranty. Professionally qualified engineer who have expertise in the System and Networking Hardware supplied by the bidder will provide these services.
- The maximum response time for a maintenance complaint shall not exceed 2 hours.
- The Bidder shall provide replacement equipment if any equipment is taken out of the premises for repairs.

**XI. Service Level Agreements (Post Go Live):**

Type	Priority Level	Target	Penalty
<b>Incident Resolution</b>	<p>Level-1: Complete failure or not in working condition or not accessible</p> <p>Level-2: Not functioning properly due to failure of any hardware/software/part(s)/ component(s) or performance is down (in terms of latency and response time)</p> <p>Level-3: Any other issues except Level 1 &amp; 2 above.</p>	<ul style="list-style-type: none"> <li>Level 1 Incident - Within 1 hr.</li> <li>Level 2 Incident - Within 6 hr.</li> <li>Level 3 Incident - Within 12 hr.</li> </ul>	<p>Level 1 Incident 0.25% of QP for every 2-hr. delay in resolution;</p> <p>Level 2 Incident 0.25% of QP for every 3-hr. delay in resolution;</p> <p>Level 3 Incident 0.25% of QP for every 6 hrs. delay in resolution</p>

## **5. Special Clause**

GFGNL reserves the right to accept or reject any or all the tenders without assigning any reasons.

## **6. Contract Period /Validity of Contract**

The agency is expected to provide the services for period of 2 years from the date of signing of contract. However, the term may be extended for further 1 year with the same rate and terms and conditions based on the performance of the agency and requirement of the company.

## **7. Service Level Agreement & Penalty**

Type	Priority Level	Target	Penalty
<b>Incident Resolution</b>	<p>Level-1: Complete failure or not in working condition or not accessible</p> <p>Level-2: Not functioning properly due to failure of any hardware/software/part(s)/ component(s) or performance is down (in terms of latency and response time)</p> <p>Level-3: Any other issues except Level 1 &amp; 2 above.</p>	<ul style="list-style-type: none"><li>• Level 1 Incident - Within 1 hr.</li><li>• Level 2 Incident - Within 6 hr.</li><li>• Level 3 Incident - Within 12 hr.</li></ul>	<p>Level 1 Incident 0.25% of QP for every 2-hr. delay in resolution;</p> <p>Level 2 Incident 0.25% of QP for every 3-hr. delay in resolution;</p> <p>Level 3 Incident 0.25% of QP for every 6 hrs. delay in resolution</p>

- i. Delay in responding for more than 20 working days will be good ground to attract penal action like termination of contract or forfeiting of PBG or blacklisting the bidder from GFGNL/DST-Gujarat.
- ii. In case of unsatisfactory performance i.e. frequent delay in response for more than Five times, GFGNL carries all the right to terminate the contract and forfeit the PBG.
- iii. Performance Bank guarantee will be en-cashed for unsatisfactory service to client after allowing reasonable chance to set right the service deficiencies to the full satisfaction of Client. Performance Security can be forfeited / en-cashed to set off claim of client for penalty.
- iv. The successful bidder will have to complete the one time takeover activity of the existing infra within 7 days from the date of issuance of official order/ communication from GFGNL/DST. In case of delay a penalty of Rs. 1000 per day will be levied. In case of delay beyond 45 days GFGNL/DST may at its discretion may terminate the contract and forfeit the performance bank guarantee.
- v. The Bidder shall maintain full confidentiality of the data supplied while answering client customer queries/complaints. Under no circumstances the Bidder shall divulge/reveal/share such data for the purpose other than for meeting client Customers' requirement. Any violation of this confidentiality clause may result in instant termination of the contract and Bidder shall pay liquidated damage of Rs. 10,00,000/- (Rupees Ten Lacs) to client and client shall reserve the right to blacklist the Bidder on all Gujarat bases. The decision of client shall be final in this regard and binding on the Bidder.
- vi. The above all mentioned penalties shall be limited to an upper ceiling of 10 % of the Quarterly payment.
- vii. The agency shall be liable to pay penalty for breach of any conditions of the Contract/ Tender terms & conditions. The Penalty amount shall be decided by the Director, GFGNL or head of the Government office based on this RFP, shall be binding to the agency.
- viii. The maximum penalty is capped at 10% of Contract price and the operational penalties will be deducted from the quarterly ATS/AMC invoice and ii. SLA will be applicable from the date of Workorder issue.

- ix. All the hardware replacement/up gradation (in case of faults) of the devices should be done with on-site engineer support (either Bidder/OEM/SI) to ensure non-service affecting replacement.
- x. Any defective equipment supplied by Bidder shall be replaced as per the SLA terms, including all incidental cost like transport costs, etc. The hardware related software upgrades, new releases (Minor/major) versions, bug fixes etc. for the components will be supplied to GFGNL at no extra cost, with the necessary documentation during contract period.
- xi. The Bidder shall ensure that the individual System and Networking Hardware is available to the GFGNL in proper working condition.
- xii. GFGNL shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply required for hardware.
- xiii. Selected Bidder shall ensure that there is no loss or damage to the property of SDC or at premise selected by GFGNL while executing the Contract. On account of any negligence, commission or omission by the engineers of the Bidder/OEM and if any loss or damage caused to the Equipment's /servers/ other devices, the Bidder/OEM shall indemnify/pay/reimburse the loss suffered by the GFGNL.
- xiv. Bidder should meet Support requirement: Telephonic Support: 24 x 7 x 365. There should be one spoke person from agency side who can coordinate with GFGNL in all aspect throughout the contract duration- without any additional cost to GFGNL.
- xv. The rate provided by the selected agency will be valid for 24 Months from the date of award of work.
- xvi. All hardware & software licenses should be in name of GFGNL and all licenses should be perpetual.

## **8. Financial Bid**

- i. The agency has to submit the financial bid for providing AMC for ICT infra as per the format enclosed Annexure A on <https://gem.gov.in>
- ii. Bidder shall submit their offer/rate in electronic format only on website with digital signature. **'No Financial bid offer in physical form & will be accepted any such offer is received by GFGNL, shall be treated as rejected'**.
- iii. The Commercial bids of those bidders who qualify in the technical evaluation will only be opened. All other Commercial bids will not be opened.
- iv. The financial bids of the technically qualified bidders will be opened and the L1 will be selected based on the service charge quoted. The overall L1 bidder may be called for further negotiations, if required.

S/ No.	Description of Item	UoM	Qty (A)	Unit Rate (w/o Tax) (B)	Total (C = A x B)	Taxes as applicable (%)
1)	Comprehensive AMC, Warranty and OEM Support for all Hardware mentioned in Annexure- F for 2 year from the date of Workorder	Lumpsum	1			
<b>Grand Total</b>						

Note:

1. Total Cost "C" \*Should be mentioned in GeM as final price of project for 2 year which can be extendable up to 1 year and considered for financial evaluation for discovering of L1.
2. ~~Payment will be made on actual number of agents deployed after deduction of applicable penalty.~~
3. ~~No. of Manpower against GFGNL services is indicative only & will vary based on actual work requirement. Further the manpower may be used for any project of DST.~~
4. The GFGNL will have the right to increase or decrease the contract quantity or contract duration up to 25% at the time of issue of the contract or during the contract period. However, once the contract is issued, contract quantity can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

## **Section 2: Instruction To Bidders/ General Terms, Information and Conditions**

### **1. Cost of Bidding**

- i. The Bidder shall bear all costs associated with the preparation and submission of its bid and the GFGNL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the

tendering process.

ii. Any matter relating to the appointment of facility management agency or the procedure for the appointment of facility management agency shall be governed by the Laws of Union of India. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Gandhinagar/ Ahmedabad. Any disputes arising after the signing of the agreement shall be resolved in the manner as mentioned in such agreement.

**2. Bid Security (Earnest Money Deposit)**

(Its compliance would be verified at the time of actual opening of the Technical Bid)

i. The bidder shall furnish the Bid security fees and Earnest Money Deposit in the form of BG favoring "Gujarat Fibre Grid Network Limited." and submit to GFGNL office address as mentioned below.

I/C, CFO & AO,  
Gujarat Fibre Grid Network Limited,  
Block No.6, 5<sup>th</sup> Floor, Udyog Bhavan, Sector-11,  
Gandhinagar-382010

ii. The bid security fee must be sent in the sealed cover clearly mentioned that "**EMD for AMC for ICT infra of GFGNL**"

- a. Proposals not accompanied by EMD shall be treated as non-responsive and summarily rejected by GFGNL.
- b. The EMD of unsuccessful bidders will be returned by the GFGNL, without any interest, as promptly as possible on acceptance of the proposal or signing of contract with the selected bidder or when GFGNL cancels the bidding process.
- c. The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit in accordance with the provision thereof.
- d. 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.

i. The bid security shall be forfeited:

- a. If a bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or In the case of a successful bidder, if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
- b. 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
- c. During the bid process, if any information found wrong/manipulated/hidden in the bid

ii. With reference to List of Banks declared by Government of Gujarat, Finance Department time to time

vide No. FDR/GR No. **EMD/04/2022/0002/DMO dtd. 20.05.2022**, all bank guarantee for EMD and bank guarantee for Security Deposit shall be accepted of Branches of Ahmedabad and Gandhinagar City

## 2. Pre-Bid Meeting

A prospective bidder requiring any clarification on the RFP Document may submit his queries, via email, to [dgmnoc-gfgnl@bharatnet.gujarat.gov.in](mailto:dgmnoc-gfgnl@bharatnet.gujarat.gov.in), [pmc2@bharatnet.gujarat.gov.in](mailto:pmc2@bharatnet.gujarat.gov.in) on or before last date specified in the RFP.

- i. GFGNL will host a Pre-Bid meeting for queries (if any) by prospective bidders. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the Pre-Bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. Details of the Pre-Bid meeting are:
  - Date and Time: As indicated in notice inviting proposal.
  - Venue: Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010.
- ii. The queries should necessarily be submitted in the following softcopy format and **should be in Microsoft Excel only** (.xls or .xlsx formats):

### Request for Clarification

Name and Address of the Organization Submitting Request	Name and Position of Person Submitting Request	Contact Details of the Organization / Authorized Representative
Name: Address:	Name: Designation:	Tel: Mobile: Fax: Email:

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

(No PDF or Scanned images)

Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the <https://bharatnet.gujarat.gov.in/home>, <https://gem.gov.in>

- iii. The queries not adhering to the above mentioned format shall not be responded.
- iv. The GFGNL will respond in writing, to any request for clarification to queries on the Tender Document, received not later than the dates prescribed. Email intimation about the clarification (including the query

but without identifying the source of inquiry) will be uploaded.

v. In case of any confusion, non-synchronization or anomaly between RFP/Tender clauses and attached forms/documents, clauses of RFP/Tender shall prevail.

### **3. Proposal Submission & Evaluation**

a. **Proposal preparation:**

- i. The proposal should be short, concise & include all points indicated in the document.
- ii. The Proposal shall be typed or written in indelible ink and should be in English. Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered.
- iii. The bidder shall submit price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees only.
- iv. The bidders shall bear all costs associated with the preparation and submission of their proposals.
- v. At any time before the submission of Proposals, GFGNL may amend this document by issuing an addendum, which shall be binding on the agencies.

b. **Proposal Submission:**

- i. The proposal should reach the prescribed address mentioned through courier or by hand on and before the last date as mentioned in the RFP document.
- ii. Any proposal received by GFGNL after the deadline for submission shall be returned unopened. GFGNL shall not be responsible for any postal or courier delays.
- iii. All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly.
- iv. The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the official of agency themselves. The person who signs the proposal must put initial against such corrections.
- v. The proposals shall be signed and submitted by the authorized signatory of the agency. The authorization shall be attached in the Technical Proposal and shall be in the form of a written power of attorney/ board resolution or in any letter by board/owner authorizing that the representative has been duly authorized to sign.

c. **Proposal Evaluation:**

- i. The evaluation of the bid will be considered of only those bidders who,
  - a. Have furnished bid fee (if applicable) and security deposit/EMD(if applicable) of prescribed amount as per the tender.
  - b. Meet the eligibility criteria as mentioned in the qualification criteria of tender document and have furnished documentary proof in respect of the same.
- ii. The bids of the non-conforming bidders shall be rejected without evaluation.
- iii. The proposal shall be evaluated in three (3) stages.
  - a. 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 i.e. Financial evaluations.

- iv. The evaluation of proposals shall be on the principle of Lowest cost (L1) Based Selection based on the financials submitted. The assignment shall be awarded to the bidder submitting the technical eligibility documents in order and offering the lowest final commercials, as decided by the selection committee.
- v. If L1 Bidder is not agree or not qualify at later stage to execute the project for any reason, Tenderer may call L2 Bidder to match the price of L1. If L2 agree to match the price of L1, tenderer may award the contract. The same process may be followed for remaining qualified Bidders. Tenderer may cancel this procurement process at any time prior to a formal written contract being executed by or on behalf of the GFGNL without giving any reason. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- vi. In case of any ambiguity, GFGNL may download the files from the portal and do the offline evaluation as per the parameter defined in tender document.
- vii.
- viii. For financial evaluation, Price excluding Tax shall be taken into consideration.
- ix. Agency is required to furnish the commercial quote as mentioned under financial bid format at annexure.
- x. Agency/Bidder is required to furnish the commercial quote as mentioned under financial bid format. Revelation of commercial details(Price Bid BOQ/ Financial Bid) elsewhere in the bid documents other than the specified price bid format shall lead to disqualification of the bid.
- xi. The financial bid details should be quoted in the financial bid format attached with the tender and upload online only. In any format if Bidder disclose the price other then On line financial bid on or before the opening of financial bid opening, bid will qualify for rejection.
- xii. GFGNL reserves the right to discard bids which are deviating from the specified formats mentioned in the RFP.
- xiii. 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.
- xiv. Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.
- xv. 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.
- xvi. For financial evaluation, Price excluding Tax shall be taken into consideration.
- xvii. GFGNL reserves the right to discard bids which are deviating from the specified formats mentioned in the RFP.
- xviii. The TENDERER will form a Committee, which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.

a. **Pre-Qualification evaluation:**

- i. Bidders who have submitted the valid Tender Fee, EMD and other eligibility documents shall be considered for further evaluation. If bidders fails to submit the bid security other eligibility documents as per this RFP terms and conditions, the Bid shall be out rightly rejected.

ii. The bidder seeking EMD exemption, must submit the valid supporting document current and valid Udyam Registration Certificate (URC) issued from the Ministry of MSME for the relevant category Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this.

iii. Selection will be based on L1(lowest total rate discovered) basis.

**b. Technical Qualification Criteria:**

The technical bids of the bidders who comply with the eligibility criteria mentioned in this RFP will be evaluated. The bids of the non-conforming bidders shall be rejected without evaluation.

**4. Amendment of Bidding Documents**

- i. At any time prior to the deadline for submission of bids, GFGNL may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
- ii. In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GFGNL at its discretion, may extend the deadline for the submission of bids.

**5. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and GFGNL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

**6. Validity of the Proposal**

- i. The Proposal shall remain valid for 180 calendar days after the date of the financial bid opening prescribed in the RFP. Both the parties would endeavor to complete the process of selection and enter into agreement before the validity period.
- ii. In exceptional circumstances (without the modification in the proposals), prior to expiry of the original Proposal Validity Period, GFGNL may request the agency to extend the Proposal Validity Period for a specified additional period.

**7. Right to Accept Proposal**

GFGNL reserves the right to accept or reject any proposal, and to annul the proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

**8. Disqualification**

GFGNL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any

bidder, if the bidder has:

- i. Submission of Proposal after the Proposal Due Date
- ii. If the Proposal contains misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements
- iii. DD and EMD not in order as per RFP
- iv. If the Proposal contains conditions other than the conditions mentioned in this document or any additional condition put in by the agency to the GFGNL
- v. If the Proposal submitted with incomplete information such proposal will be considered non responsive.
- vi. Agency is unable/fails to provide clarifications related to its Proposal
- vii. Agencies who attempt to influence the qualification or selection process shall be disqualified from the process at any stage
- viii. GFGNL reserves the right to reject or disqualify the proposal, if any detrimental information becomes known after the agency has been qualified.
- ix. GFGNL reserves the right to reject the Applicant, at the time, or at any time after such information becomes known
- x. In case of such disqualification under any circumstances, the decision taken by GFGNL shall be considered as final and binding
- xi. Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years
- xii. Declared ineligible by the any Department or office of Government of Gujarat or any government for corrupt and fraudulent practices or blacklisted
- xiii. Submitted a proposal with price adjustment / variation provision.

#### **9. Limitation of Liability**

- i. Selected agency's cumulative liability for its obligations under the contract shall not exceed value of the annual contract applicable for the day claim is raised.
- ii. Selected agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

#### **10. Preparation of Proposal**

- i. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the proposal.
- ii. The Proposal shall be typed or written in indelible ink (if required) and shall be initialed on all pages by authorized representative of the bidder to bind the bidder to the contract. The authorization shall be indicated by Board Resolution/ Power of Attorney and shall accompany the proposal.

- iii. In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- iv. The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.
- v. Alteration / Rewording / Deletion / Correction of any part in the Tender Document are not permitted. If found in any bid proposal bid may be liable to be rejected without prior intimation to the bidders.
- vi. The Bidder is required to submit the complete proposal along with required forms etc. The proposal shall be exactly according to the presented formats given in the Tender documents. All columns of the prescribed formats should be filled, and all questions in the tender document must be answered. Any additional information should be enclosed separately and referred to in the relevant column in the proposal formats. Modifications / rewording of formats shall not be acceptable.
- vii. The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification.
- viii. Committee may ask bidder(s) for detailed presentations. All such shall be at the cost of bidder.
- ix. The envelopes should be addressed to:  
I/C, CFO & AO,  
Gujarat Fibre Grid Network Limited,  
Block No. 6, 5<sup>th</sup> Floor,  
Udyog Bhavan, Sector 11, Gandhinagar. Gujarat
- x. The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidders risk and shall result in rejection of the proposal.

## **11. Content of Envelope**

Tender should be placed in following order

- i. Bidder shall submit the EMD and technical bid at GFGNL Physically.
  - Envelop 1 – Main Envelop (EMD & Technical Documents)
  - Envelop 2 - EMD
  - Envelop 3 - Technical Documents
  - Envelop 2 & 3 should be sealed inside envelop 1

- ii. All bids must be submitted online through on <https://gem.gov.in/> as per the formats mentioned therein using digital signatures.
- iii. Telex, cable, e-mailed or facsimile bids will be rejected.
- iv. Bids must be submitted online not later than the time and date specified in the RFP. In the event of the specified date for the submission of bids being declared as a holiday for GFGNL, the bids will be received up to the appointed time on the next working day.
- v. GFGNL may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of GFGNL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- vi. Late bids will be rejected and returned unopened to the bidder.
- vii. The bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website on <https://gem.gov.in/>.
- viii. No bid may be modified subsequent to the deadline for submission of bids.
- ix. No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

## **12. Submission, Receipt and Opening of Proposals**

- i. GFGNL will open all bids in the presence of Bidder or his representative who choose to attend.
- ii. The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the GFGNL, the Bid shall be opened at the appointed time and location on the next working day.
- iii. The Bidder's names, bid modifications or withdrawals, bid prices, discounts and the presence or the absence of requisite bid security and such other details as GFGNL, at his discretion, may consider appropriate, will be announced at the time of opening.
- iv. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawal bids will be returned unopened to the Bidders.
- v. Financial Bids of only those bidders who are technically qualified will be opened in the presence of the qualified bidders / their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

### **13. Preliminary Examination**

- i. GFGNL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- ii. Prior to the detailed evaluation, GFGNL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which contains all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Applicable law and Taxes and duties will deem to be material deviations. GFGNL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- iii. If a Bid is not substantially responsive, it will be rejected by GFGNL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- iv. Conditional bids are liable to be rejected.

### **14. Contacting GFGNL**

- i. No Bidder shall contact GFGNL on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GFGNL, he should do so in writing. GFGNL reserves its right as to whether such additional information should be considered or otherwise.
- ii. Any effort by a Bidder to influence GFGNL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

### **15. Award of Contract**

On acceptance of Proposal for awarding the contract, GFGNL will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

The L1 bidder will be called to accept the award of contract. In case, the L1 bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices and/or any wrong declaration of power cost in financial bid and manipulated design directly co-related with financial bid, etc. will be a good reason to disqualify L1 on account of collude way of misleading and taking advantage in competitive bid at this stage without further negotiation and justification. Then, the L2

bidder will be called to awarded the contract. Further, if the L2 bidder also declines, the tenderer may award the contract to the L3 bidder and so on till Ln of that package.

#### **16. Performance Security Deposit.**

- i. The successful Bidder has to furnish a security deposit so as guarantee their (Bidder) performance of the contract.
- ii. The Agency whose tender is accepted shall deposit Performance Security. If additional work is allotted, the agency has to deposit the additional Performance Security accordingly. The Performance Security shall be in the form as per prescribed form in clause above.
- iii. Within 15 days of the receipt of notification of award from GFGNL, the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract.
- iv. The Performance Security will be discharged by GFGNL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- v. Failure of the successful Bidder to comply with the requirement of the contract and PBG can constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which event GFGNL may make the award to the next lowest evaluated bidder or call for new bids.

#### **17. Fraud and Corruption**

GFGNL requires that agency selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, GFGNL:

- i. Defines, for the purposes of this provision, the terms set forth as follows:
  1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of GFGNL or any personnel of agency(s) in contract executions.
  2. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to GFGNL, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive GFGNL of the benefits of free and open competition.
  3. "Unfair trade practices" means supply of services different from what is ordered on, or change which was given by GFGNL
  4. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or

their property to influence their participation in the execution of contract.

- ii. GFGNL will reject a proposal for award if it determines that the Bidder recommended for award has been engaged in corrupt or fraudulent practices and same shall be conveyed to the Government or black listed by any of the Department of Government of Gujarat/any government in competing for the contract in question.
- iii. GFGNL will declare an Agency ineligible, and black listed either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Agency has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract. The same shall be conveyed to the all the departments/offices of Government.

#### **18. Confidentiality**

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal.

Except with the prior written consent of the other party, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

#### **19. Bid 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. 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.
- d. Bidder has to ensure to load the realistic unit rate, bidder should not attempt any overload or under load price/rate in any of the financial line items as tenderer may place the order based on future requirements. Thus, realistic price is the basic expectations and bidder will be solely responsible on this. Any observations from the tenderer on unnecessary price overload or underload or mismatch on ask may be the ground to initiate for bid rejection.

### **Section 3: General Conditions of Contract**

#### **1. Definitions**

- i. "Applicable Law" means the laws and any other instruments having force of law in India as they maybe issued force and in force from time to time.
- ii. "Competent Authority" means the Managing Director, Gujarat Fibre Grid Network Limited, Gandhinagar
- iii. "Committee" means the committee formed for the evaluation of the proposals.
- iv. "Contract Price" means the price payable to the agency on the panel of GFGNL under the Contract for the complete and proper performance of its contractual obligations.
- v. "Agency" means any private or public entity, which will provide the services to GFGNL under the contract.

- vi. "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP.
- vii. "Day" means Calendar day.
- viii. "Effective date" means the date on which the contract comes into force and effect.
- ix. "GCC" means General Conditions of Contract, specified in Section 3 of RFP.
- x. "Government" means State Government.
- xi. "GFGNL" means Gujarat Fibre Grid Network Limited, Block No.6, 5<sup>th</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar- 382 010, Gujarat.
- xii. "Personnel" means professional and support staff provided by the agency.
- xiii. "Services" means the work to be performed by the agency pursuant to the selection by GFGNL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by GFGNL.

## **2. Application**

These general conditions shall apply to the extent that provisions in other parts Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of GFGNL shall be final and binding on the agency.

## **3. Standards of Performance**

The agency shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The agency shall always act in respect of any matter relating to this contract as faithful advisor to GFGNL. The agency shall abide by all the provisions/Acts/Rules etc related to labour laws and tax laws prevalent in the country. The agency shall conform to the standards laid down in RFP in totality.

## **4. Payment Terms & Time line**

Payment shall be made on quarterly basis of the submission of the bill by the agency, subject to the penalty of the SLA

## **5. Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India.

## **6. Governing Language**

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

## **7. Subcontracts**

No Subcontracting shall be allowed for this project.

## **8. Assignments**

The agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without GFGNL's prior written consent.

## **9. Performance Assessment**

- i. This RFP is for selection of the agency for execution of the assignments from time to time.
- ii. Not providing adequate resources in time and assigning resources that do not meet the client's requirements will be considered as not apt performance and penalty will be levied.

## **10. Suspension**

- i. GFGNL may, by written notice to agency, suspend all payments to the agency hereunder if the agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.
- ii. Shall specify the nature of failure
- iii. Shall request the agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the agency of such notice of failure

## **11. Force Majeure Events**

- I. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:
  - II. **Natural events** ("Natural Events") to the extent they satisfy the foregoing requirements including:
    - i. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
    - ii. Explosion or chemical contamination (other than resulting from an act of war);
    - iii. Epidemic such as plague;
    - iv. Any event or circumstance of a nature analogous to any of the foregoing.
    - v. Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
      - vi. Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:
      - vii. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
      - viii. Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
      - ix. Any event or circumstance of a nature analogous to any of the foregoing.

iii. **Force majeure** exclusions:

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

- i. Unavailability, late delivery
- ii. Delay in the performance of any contractor, sub-contractors or their agents;

iv. **Procedure for calling force majeure:**

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 07 (seven) calendar days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

- v. Completion period may be extended to circumstances relating to Force Majeure by the Client. Bidder shall not claim any further extension for completion of work. Client shall not be liable to pay extra costs under any conditions.
- vi. The bidder shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere.
- vii. It will be prerogative of Client to take the decision on force Majeure conditions and Client decision will be binding to the bidder.

**12. RISK PURCHASE**

- i. If the selected Bidder fails to perform its obligations (or any part thereof) under this scope of this RFP or if the scope of this RFP is terminated by the Tenderer due to breach of any obligations of the selected Bidder under scope of this RFP, the Tenderer reserves the right to procure the same or equivalent Hardware / Services / Deliverables from other sources as per options mentioned below.
  - a) from successful Bidder who agrees to execute the work at L1 discovered rate
  - b) from L2 / L3 /...Ln Bidder with the first Bidder out of L2 / L3 /...Ln who agrees to match the price of L1 discovered rate.
  - c) from any other “alternate source”. The procurement from “alternate source” shall be done, as far as possible, through Government’s procurement guidelines as deemed appropriate by the tenderer.
- ii. Above mentioned procurement will be done at the selected Bidder’s (who has failed to perform its obligations & thus defaulted) risk, cost and responsibility. Any incremental cost borne by the Tenderer in procuring such Hardware / Services / Deliverables shall be borne by the selected Bidder (who has failed to perform its obligations & thus defaulted). Any such incremental cost incurred in the procurement of such Hardware / Services / Deliverables from other source will be recovered from the pending due and payable

Payments / Security Deposit / Bank Guarantee provided by the selected Bidder (defaulted Bidder) under this scope of this RFP and if the value of the Hardware / Services / Deliverables under risk purchase exceeds the amount of pending payable payments / Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process.

iii. In this case of risk purchase, L1 Bidder(s) or L2 / L3 / ...Ln Bidder or any alternate source will have to submit performance bank guarantee @ 3% of the total value of the work allotted to the Bidder.

### **13. LABOUR LAW COMPLIANCE**

The agency shall be solely responsible, answerable and liable for the payment/ grant of salaries , wages , allowances , bonus , retrenchment benefits and all amenities payable / allowable to persons /drivers engaged by him. Agency is required to carry out the works & maintain all statutory documents under the provision of Contract Labour Act, Minimum wages Act, PF act, ESI act, Workmen Compensation Act, so as to cover all the employees and labours etc. The agency has to ensure the payment of minimum wages to all his employees /drivers as applicable. Agency shall be fully responsible for any violation of any Act & penal actions thereof.

### **14. Termination**

i. **Termination for Default**

The GFGNL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:

- a. if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the GFGNL pursuant or
- b. if the service provider fails to perform any other obligation(s) under the Contract.
- c. If the service provider, in the judgment of the GFGNL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

ii. **For the purpose of this Clause:**

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- b. "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition;"
- c. If the Service Provider fails to conform to the quality requirement laid down.

iii. The contract can be terminated at any time prior to its completion by either Party with one month's of

notice period

(A) The GFGNL after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events listed below, may terminate the agreement after giving the service provider reasonable opportunity of being heard.

- a) If the service provider does not remedy a failure in the performance of his obligations within 15 days of receipt of a previous notice or within such further period as the Management (GFGNL) have subsequently approved in writing.
- b) If the service provider becomes insolvent or bankrupt
- c) If, as a result of force majeure, the service provider is unable to perform a material portion of the services in a period of not less than 15 days or
- d) If, in the judgment of the Management of GFGNL, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

iii. In the event the GFGNL terminates the Contract in whole or in part, GFGNL may take resources, upon such terms and in such manner as it deems appropriate, similar to those mentioned in bid, and the service provider shall be liable to the GFGNL for any excess costs for such similar Services. However, the service provider shall continue the performance of the Contract to the extent not terminated.

### **15. Fraudulent And Corrupt Practices**

- i. Fraudulent practice means a misrepresentation of facts to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the TENDERER of the benefits of free and open competition.
- ii. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- iii. The TENDERER will reject a proposal for award and may forfeit the EMD and/or Performance Bank Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

### **16. Terminations for Insolvency**

GFGNL may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the GFGNL

### **17. Exit Management Procedure**

- i. This Schedule sets out the provisions, which will apply on expiry or termination of the Contract Period and/ or earlier termination of the bidder and/ or the SLA for any reasons whatsoever. An Exit Management plan shall be furnished by 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 and in relation to the Project Implementation and Service Level monitoring.
- ii. A detailed program of the transfer process that could be used in conjunction with a Replacement bidder including details of the means to be used to ensure continuing provision of the services throughout the

transfer process or until the cessation of the services and of the management structure to be used during the transfer.

- iii. Plans for provision of contingent support to Project and Replacement bidder for a reasonable period after transfer.
- iv. Exit Management plan in case of normal termination of Contract period.
- v. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
- vi. Exit Management plan in case of termination of the Agency.
- vii. 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.
- viii. The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- ix. 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. 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.
- x. During this period, the Service Provider should:
  - a. Deliver the services.
  - b. Provide necessary support to the Tenderer's staff, nominated agency, or replacement Service Provider.
  - c. Permit reasonable access to its employees and facilities to the tenderer and/or any replacement Service Provider for knowledge transfer.
- xi. Payments during the Exit Management Period shall be made in accordance with the Terms of Payment Schedule.
- xii. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.
- xiii. 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.
- xiv. Exit Management plan at the minimum adhere to the following:
  - a. Three (3) months of the support to Replacement Agency post termination of the Contract
  - b. Complete handover of the Planning documents, bill of materials, technical specifications of all equipment, user manuals, guides, IPR, network architecture, change requests if any reports, documents, and other relevant items to the Replacement Agency / Tenderer
  - c. Certificate of Acceptance from authorized representative of Replacement Agency issued to the Agency on successful completion of handover and knowledge transfer
  - d. In the event of termination or expiry of the contract, Project Implementation or Service Level monitoring, both Agency and Tenderer shall comply with the Exit Management Plan.
  - e. During the exit management period, the Agency shall use its best efforts to deliver the services.

## **18. Taxes and Duties**

The agency shall fully familiarize themselves about the applicable Domestic taxes (such as GST, etc.) on amount payable by GFGNL under the contract. The agency shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law. Payment for GST portion of Invoice will be released once GST Credit will be reflected in GSTR2A/GSTR2B of GFGNL. Bidder is liable for all taxes and duties etc. as may be applicable from time to time.

- i. The quoted offer should be exclusive of Taxes. Taxes shall be paid extra on actual, as applicable. The taxes prevailing at the time of raising the invoice shall be paid. GFGNL shall deduct appropriate tax as applicable at source from the payment against the delivery & services and corresponding TDS certificate shall be issued at the end of respective quarter.
- ii. Invoices should be raised in name of "*Gujarat Fibre Grid Network Limited*" only as per milestone mentioned above in the RFP related sections.
- iii. All Invoices should be raised from the Gujarat.
- iv. If any additional tax/cess/any government levy is applicable then reimbursement will be on actual basis submission of valid payment proof.
- v. Payments should be subject to deductions of any amount for which the Agency is liable under the RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- vi. The tax component i.e. Goods and Service Tax (GST) as applicable shall be mentioned separately and Payments shall be released only on satisfactory acceptance of the deliverables by GFGNL for each task for End-to-End connectivity for individual locations.
- vii. All payments shall be released after certification of Delivery & Implementation and acceptance by GFGNL.
- viii. Payment shall be released by the GFGNL against the invoices raised by bidder within 30 calendar days from the date of providing all the relevant documents and are complete in all reference.
- ix. All payments shall be made through RTGS only.
- x. Statutory variation in the rate of GST, taking place between the date of award of contract and the original

/ refixed delivery period or service period, shall be to the purchaser's account. For claiming any change in price due to such Statutory variation, the successful bidder shall have to lodge claim before the purchaser providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / refixed delivery period. Purchaser shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.

- xi. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- xii. If the Agency fails to furnish necessary supporting documents i.e. GST invoices in the name of GFGNL. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available to the purchaser i.e. GFGNL (as applicable to this tender), the amount pertaining to such Duties/Taxes will be deducted from the payment due to the

**Agency.**

- xiii. Tax amount will be paid to the Agency only after Agency declares the details of the invoices in its return in GSTR-1 and GSTR-3B uploaded by the Agency and after submission of proofs of GST compliances.
- xiv. TDS/TCS under Income Tax Act 1961 & GST Acts shall be deducted by GFGNL.
- xv. GFGNL can adjust/ forfeit Bank Guarantee obtained from the Agency against any loss due to non compliances towards Tax Laws on account of Agency 's default.
- xvi. In case GFGNL has to pay GST on reverse charge basis, the Agency would not charge GST on its invoices. Further, the Agency undertakes to comply with the provisions of GST law as may be applicable.

**19. Outstanding Dues**

Any amount outstanding for any reason from the agency shall be recovered from the amount of their pending bills and the security deposit. If even after this recovery, any amount of recovery is pending interest at the rate of 18 % shall be recovered on it and the agency shall be fully responsible for that. If the company is compelled to resort to any legal proceedings in this respect, the expenditure incurred by the company for the legal proceedings shall be recovered from the agency.

**20. Legal Jurisdiction**

- i. All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Ahmedabad/Gandhinagar, Gujarat only.
- ii. Any dispute arising out on account of terms & conditions of the tender/ bid document/ evaluation of bids/ issue of APO/AWO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued i.e. Ahmedabad/Gandhinagar. The courts at Ahmedabad/Gandhinagar will have exclusive jurisdiction under this NIT and the contract that may be entered into pursuant to this NIT.

**21. Books & Records**

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

**22. Audit And Security Services**

- iii. The bidder shall be required to provide comprehensive support to GFGNL during the Third-Party Audit, Sample base audit and Security Audit etc. The bidder shall be responsible in getting the required readiness during audit for work assignment to resources onboarded through this tendering process.
- iv. GFGNL reserves the right to inspect, monitor and assess the progress and performance of the resources either itself or through another designated Contractor as it may deem fit, throughout the duration of the Contract. GFGNL may demand and upon such a demand being made, selected bidder has to provide any document, data material or any other information which it may require.

- v. The Audit is the requirement of tenderer / DBN. It is the responsibility of GFGNL/DBN to engage auditor. It is the responsibility of the bidder to provide and facilitated data / security data/ financial data/documents on time to auditors through GFGNL attributed to bidder and their assigned resources.

### **23. Resolution Of Disputes**

- vi. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing. The said clause shall not be applicable in the case of cyber-crimes and any other type of security breach relating to PHI carried out by either bidder organization itself or its employees.
- vii. In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India.
- viii. The place of the arbitration shall be Gandhinagar, Gujarat.
- ix. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- x. The proceedings of arbitration shall be in English language.
- xi. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- xii. The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- xiii. Arbitration clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach relating to PHI carried out by either bidder organization itself or its employees.
- xiv. Disputes arising under this Request for Proposal (RFP) shall be formally notified in writing (Dispute Notice) by either party ("the Notifying Party") to the other party ("the Receiving Party"). The parties are encouraged to resolve disputes amicably through direct negotiation and information sharing.
- xv. If the dispute remains unresolved after direct negotiation and communication, the parties shall establish a package wise Dispute Resolution Committee (DRC).
- xvi. If the dispute remains unresolved after negotiations and the intervention of the DRC, either party may refer the dispute to the Dispute Adjudication Board (DAB) within 15 days from the date of the dispute notice.
- xvii. The mechanism for resolution of disputes through conciliation under Outside Expert Committee (OEC)
- xviii. If any difference or dispute (hereinafter referred as "Dispute") remains unresolved after negotiations and the intervention of the DAB also, the party aggrieved (hereinafter referred as "Claimant") shall refer the Dispute to conciliation under Outside Expert Committee (hereinafter referred as "OEC"). The OEC nominated by DIGITAL BHARAT NIDHI(DBN)/ GFGNL shall be comprised of members who shall be independent of the Arbitration and Conciliation Act, 1996 (hereinafter referred as "Act"). The

proceedings shall be governed by Part III of the Act. The detailed procedure has been given in Annexure.

- xix. Settlement of commercial disputes between CPSEs inter se and CPSE(s) and Government Department(s)/ Organization(s):
- xx. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSE's Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 and the decision of AMRCD on the said dispute will be binding on both the Parties.
- xxi. It is clarified that the parties have agreed that the Arbitration and Conciliation Act, 1996, shall be applicable only for the purpose of Conciliation.
- xxii. In case of failure of the conciliation process between the parties and/ or refusal of either of the party to accept the outcome of the conciliation process, the aggrieved party shall be free to seek redressal of its dispute by approaching the Commercial Court.

#### **24. Notice**

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

#### **25. Indemnification**

- i. Selected agency will defend and/or settle any claims against the TENDERER that allege that Bidder's service and/or branded product as supplied under this contract infringes the intellectual property rights of a third party. Selected agency will rely on Customer's prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.
- ii. General indemnity The Agency shall indemnify, defend, save and hold harmless DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL and its officers, servants, agents, Government Instrumentalities and GFGNL owned and/or controlled entities/enterprises, (hereinafter referred as the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Agency of any of its obligations under this contract or any related agreement or on

account of any defect or deficiency in the provision of services by the Agency to DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL or to any User, or from any negligence of the bidder under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this contract on the part of the Authority Indemnified Persons.

iii. **Indemnity by the bidder :** Without limiting the generality, the bidder shall fully indemnify, hold harmless and defend the 'Authority Indemnified Persons' from and against any and all loss and/or damages arising out of or with respect to:

- a. failure of the bidder to comply with Applicable Laws and Applicable Permits.
- b. payment of Taxes required to be made by the bidder in respect of the income or other taxes of the bidder's contractors, suppliers, and representatives.
- c. non-payment of amounts due as a result of materials or services furnished to the bidder or any of its contractors which are payable by the bidder or any of its contractors.
- d. its omissions or acts of fraud, gross negligence, and willful misconduct.
- e. any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Contract; or
- f. loss of or physical damage to property of GFGNL or any third party caused by, arising out of or in connection with the performance of this contract.
- g. Claims towards any default by bidder, in payment of statutory benefits to its employees/sub-contractors engaged to perform the contract.

iv. Without limiting the generality of the provisions of this clause, the bidder shall fully indemnify, hold harmless and defend the 'Authority Indemnified Persons' from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the 'Authority Indemnified Persons' may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the tender or by the bidder's Contractors in performing the bidder's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the bidder shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the bidder shall promptly make every reasonable effort to secure for GFGNL a license, at no cost to DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL authorizing continued use of the infringing work. If the bidder is unable to secure such license within a reasonable time, the bidder shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non-

infringing.

- v. Notice and contest of claims :In the event that Authority Indemnified Person receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this clause it shall notify the bidder within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the bidder wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the GFGNL/Dot/DIGITAL BHARAT NIDHI(DBN)/CCA-Gujarat subject to the GFGNL/Dot/DIGITAL BHARAT NIDHI(DBN) being secured against any costs involved, to its reasonable satisfaction.
- vi. Defense of claims : The Authority Indemnified Persons shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the bidder. If the bidder acknowledges in writing its obligation to indemnify the Authority Indemnified Persons in respect of loss to the full extent provided by this clause, the bidder shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Authority Indemnified Persons and reimburses the Authority Indemnified Persons for the reasonable cost and expenses incurred by the Authority Indemnified Persons prior to the assumption by the bidder of such defense. The bidder shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Authority Indemnified Persons , unless the bidder provides such security to the Authority Indemnified Persons as shall be reasonably required by the Authority Indemnified Persons to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- vii. If the bidder has exercised its rights under Clause above, the Authority Indemnified Persons shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the bidder (which consent shall not be unreasonably withheld or delayed).
- viii. If the bidder exercises its rights under Clause above, the Authority Indemnified Persons shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Authority Indemnified Persons, when and as incurred, unless:
  - a. The employment of counsel by such party has been authorized in writing by the bidder;
  - b. The Authority Indemnified Persons shall have reasonably concluded that there may be a conflict of interest between the bidder and the Authority Indemnified Persons in the conduct of the defense of such action;
  - c. The bidder shall not, in fact, have employed independent counsel reasonably satisfactory to the Authority Indemnified Persons, to assume the defense of such action and shall have been so notified by the Authority Indemnified Persons; or
  - d. The Authority Indemnified Persons shall have reasonably concluded and specifically notified

the bidder either:

- i. that there may be specific defenses available to it which are different from or additional to those available to the bidder; or
- ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Contract.

Provided that if Sub-clauses (b), (c) or (d) of this Clause shall be applicable, the counsel for the Authority Indemnified Persons shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Authority Indemnified Persons, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

## **26. Training**

- i. The bidder shall provide training for supervisory staff of the purchaser or ultimate consignee or DIGITAL BHARAT NIDHI(DBN), DOT free of cost where required for the purpose of Quality and Acceptance Testing.
- ii. ~~The bidder shall provide training for the functioning of active and passive elements like cabin, SMPS, battery bank, rectifier, air conditioner, servo stabilizer, FCU, Fire suppression system, solar system etc.~~
- iii. The training session frequency, duration and batch sizes shall be mutually decided so as to meet the actual requirement. The training physical material including the e-mail, documentations handover, experience gathered(lesson learned) shall be shared by the resources onboarded through this bid.
- iv. The bidder has to arrange the training material, venue and all other arrangements except conveyance and stay arrangement.

## **27. Tenderer's Right to vary Scope of Contract**

The quantities mentioned in financial bid tables are indicative and provided to enable the bidders to take a judgement about the volume of the scope of work. GFGNL doesn't provide any guarantee about the total number of locations to be allotted and timeline of allotment.

## **28. Transfer of Ownership**

- i. The bidder must transfer all titles to the assets and goods procured for the purpose of this project to the Tenderer upon acceptance of each site and its all equipment.
- ii. Bidder shall responsible to provide documents for O&M, AMC, Warranty of supplied hardware and software under this RFP. Bidder has to submit the inventory report with detail information.
- iii. The asset(s) so created shall be a National Asset fully owned by the Government of India and held on its behalf by GFGNL

## **29. Liquidated Damages (LD)**

Compensation of loss on account of late delivery (actually incurred as well as notional) where loss is pre-estimated and mutually agreed to is termed as Liquidated Damages (LD). The law allows recovery of pre-estimated loss provided such a term is included in the contract, and there is no need to establish actual loss due to late supply. However, it would strengthen the Procuring Entity's rights if it were established and kept on record that inconvenience and loss have been caused due to the delay in supplies, though the loss cannot be exactly quantified, and hence liquidated damages are applicable as a genuine pre-estimate of the loss.

### **30. Quantum Of LD**

- i. LD a sum equivalent to 0.5 (half) per cent of the delivered price (including elements of GST, freight and variations as per sub-para(2) below) of the delayed Goods and/ or incidental Works/ Services/ deliverables for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% (or any other percentage if prescribed in the contract) of the total contract value. In case of inordinate delay (i.e., Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays may be treated as a breach of contract and shall be noted as deficient performance and held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a deficient performance. In case GFGNL decides to allow performance of contract, after inordinate delays, maximum limit on LD shall be 10% (instead of 5%) of the total contract value) this maximum deduction shall be 10% of the total contract value.
- ii. For purpose of GST, liquidated damages should be shown as deductions on the invoice value by the contractor.

### **31. Other Terms & Conditions**

- i. There shall not be any privities of contract between employees engaged by the agency and the Company. The agency only shall be responsible for the employment, non-employment or terms of employment as far as employees engaged by him are concerned.
- ii. The agency shall ensure that all the provisions of labour laws are complied with and the company shall not be liable for any breach thereof. The agency shall have to bear all costs and consequences of breach of any labour laws and other applicable legislation and also indemnify the company in case of any breach of liability while discharging its responsibilities. On demand, the agency shall give the copies of various registers maintained by them under various Labour Laws.
- iii. If the Company finds that any of their person/persons employed by the agency is/ are undesirable, immediate steps shall have to be taken by the agency to withdraw such person/persons and to replace with other person/persons as acceptable to the company.
- iv. The agency shall indemnify and keep indemnified the company and its officers, servants and agents from and against all third parties' claims whatsoever including but not limited to property loss damage

personal accident injury or death etc.

- v. The agency shall be solely and exclusively liable for employing persons in execution of the contract given under this Tender. The company shall have no liability whatsoever concerning the agency's employees in any respect.
- vi. Any dispute and / or difference arising out of the work concerning this contract shall be referred to the Managing Director of the company and his/her decision shall be final and binding on the agency.
- vii. Notwithstanding anything contained herein above the company may in its sole discretion terminate the contract given under this Tender without assigning any reasons whatsoever. In such eventualities one month's notice shall be sufficient and the agency shall have no right to get any compensation.
- viii. The agency shall at their own expenses comply with all Labour Laws and keep the company informed in respect thereof. The company shall be entitled to deduct directly from the bills to be paid to the agency and which sum/sums the company is required to pay as the principal employer on account of the agency's default in respect of all liabilities referred to in the above clause.
- ix. The Laws of Union of India shall govern any matter relating to the appointment of agency or the procedure for the appointment of agency. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Gandhinagar/ Ahmedabad. Any disputes arising after the signing of the agreement shall be resolved in the manner as mentioned in such agreement.

### **32. Prices**

- i. Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. Tenderer however reserves the right to review the charges payable for the Maintenance and Management of the infrastructure at any time at the request of Tenderer whichever is earlier to incorporate downward revisions as applicable and necessary.
- ii. If at any time, during the period of contract, the PIA offers identical services/products to any other Govt. Department/ Organization at prices lower than those chargeable under this contract, he shall notify the same to the Tenderer and extend such reduced prices to the Tenderer with immediate effect.
- iii. At any time during the contract (a) if it comes to the notice of GFGNL regarding reduction of price for the same or similar works; and/ or (b) the prices received in a new tender for the same or similar works are less than the prices chargeable under the contract. The prices would be determined as follows:
- iv. The prices once fixed will remain valid during the scheduled time period except for the provisions in clause of "Price" of this RFP.
- v. GFGNL, for the extended period, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the

balance works to the vendor. In case the vendor does not accept the new price to be made applicable during the extended period and the date of its effect, GFGNL on behalf of DIGITAL BHARAT NIDHI(DBN), DoT shall have the right to terminate the contract without accepting any further works. This termination of the contract shall be at the risk and responsibility of the Contractor and GFGNL reserves the right to give work order for the balance works at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

- vi. The Contractor while applying for extension of time for works, if any, shall have to provide an undertaking as "We have not reduced the price, and/ or offered price the same or similar works to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled time period."
- vii. In case undertaking is not applicable as above, the vendor will give the details of prices, quantity etc. to GFGNL, while applying extension of delivery period.

#### **Section 4: Annexures & Check list**

The following are the response formats to be used by bidders for Proposals related to selection of agency:

##### **1 Annexure I: Bid Document checklist**

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
<b>Qualification Criteria</b>			
2.	EMD as Bid Security (BG as per Annexure V)		
<b>Technical Qualification</b>			
3.	Cover Letter (Annexure I)		
4.	Bidder's information sheet (Annexure II)		
5.	Enclose copy of Certificate of Incorporation/ Registration Certificate of the firm certificate		
6.	Copy of Certificate from the Statutory auditor/CA clearly specifying the annual turnover for the specified years. (2022-23, 2023-24, 2024-25).		
7.	A copy of the OEM Partner Certification must be submitted		

<b>8.</b>	Copies of Purchase Order (s) having executed the similar orders in last three years (from date of Bid) to be enclosed along with Technical Bid		
<b>9.</b>	MAF issued by OEM for the proposed product as per format mentioned in Annexure -VII		
<b>10.</b>	Acknowledgement/ Copies of Income tax refund (ITR) filed for last three financial years i.e. (2022-23, 2023-24, 2024-25).		
<b>11.</b>	Copy of Certificate of Registration /Copy of certificate of incorporation / partnership deed (if applicable)		
<b>12.</b>	Copy of valid GST registration		
<b>13.</b>	Copy of valid PAN card		
<b>14.</b>	Undertaking by the bidder for not being barred by any State/ Central Government/PSU (Annexure III)		
<b>Financial Proposal</b>			
<b>15.</b>	Commercials bid (Annexure VI)		

**Form 1 – Covering Letter**

*(To be submitted on the agency letterhead)*

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

Sir,

I have carefully gone through the Terms & Conditions contained in RFP for Request for Proposal (RFP) for Selection of Agency for License , Operation maintenance along with AMC Support of Existing ICT Infrastructure for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat (Reference No: GFGNL Ref No: GFGNL/GFG/e-file/263/2025/0016/NOC)" declare that all the provisions mentioned in the RFP document are acceptable to my Company.

I/We agree for unconditional acceptance of all the terms and conditions set out in the RFP document (and subsequent clarification/corrigendum, if any) document. I/we agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response.

I/We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

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:

**Form 2 – Bidder Info Sheet**

<b>S No</b>	<b>Particulars to be provided</b>	<b>Responding Firm's / Company Details to be provided</b>	
<b>Basic details</b>			
	Name of the Bidder		
	Correspondence details of the Bidder:	Corporate Office	Local Office
	Telephone No & Email Address		
	Contact person details (Name, Designation Contact number etc.), to whom all references shall be made regarding this RFP		
	Details of ownership (Name and Address of the Board of Director, Partners etc.)		
	Name of the authorized Signatory who is authorized to sign all the relevant documents		
	Annual Turnover for last three years (INR Lakhs)	2022-23	
		2023-24	
		2024-25	
	Address of office in Ahmedabad/ Gandhinagar (if any)		
<b>Details for registration under Companies Act, 1956</b>			
	Registration Number of the Bidder in case of company/LLP		
	Place of registration		
	Date of registration		
	Product/service for which firm is Registered		
	Validity Period, if applicable		
<b>Details for registration with appropriate authorities</b>			
	GST registration details (Registration number and details)		
	PAN No		



g)	<b>Locations and addresses of offices/Branches in Ahmedabad/Gandhinagar (in India and overseas)</b>		
h)	<b>Are you registered under Shops &amp; Establishment Act</b>	Yes	No
		If yes, give registration no. _____ ____ & Attached certificate thereof registration	
i)	<b>P.F Registration No. (Attested photocopy must be attached)</b>		
j)	<b>Employees 'State Insurance Act Registration No. (Attested photocopy must be attached)</b>		

#### Form 3 – Certificate of Incorporation

\* Please attach relevant documents as proof in support of above declarations

#### Form 4 – Financial Details

Sr. No	Particulars	Details to be furnished
1.	<b>Turnover of Agency (in Rs lakhs)</b>	
b)	FY 2022-2023	
c)	FY 2023-2024	
	FY 2024-2025	
<b>Average Turnover</b>		

\* Please attach relevant documents as proof in support of above declarations

### **Form 5 – Address Proof**

*\* Please attach relevant documents as proof in support of above declarations*

### **Form 6 – Affidavit**

*\* Please attach relevant documents as proof in support that Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat/India and/or black-listed by any of the departments of the state Government of Gujarat/India.*

### **Form 7 – Self-declaration -Undertaking of not being barred by any State/ Central Government/PSU**

(To be submitted by agency on their letterheads)

To

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

Sir,

In response to the RFP for Request for Proposal (RFP) for Selection of Agency for License , Operation maintenance along with AMC Support of Existing ICT Infrastructure for Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat (Reference No: GFGNL Ref No: GFGNL/GFG/e-file/263/2025/0016/NOC)" as an Owner/Partner/Director of \_\_\_\_\_, I/We hereby declare that presently our Company/Firm \_\_\_\_\_ not have been barred from participating in any tender/ providing services/procurement process or supply of materials by an organization/department/office/ PSU/ board or corporation of either Government of India or any state government.

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Seal:

**Form 8 – Manufacture Authorization Form.**

Manufacturer's Authorization Format (MAF) From OEM

Ref: Date:

To

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

Subject: Manufacturer Authorization Letter for RFP No. .....

Sir,

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

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

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

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

Thanking You

For **<OEM/ Manufacturer name>**

**< (Authorized Signatory)>** Name:

Designation:

Contact Details: Seal of the Company

**NOTE:**

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

## **Annexure A: Integrity Pact**

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

And

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

### **Preamble**

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

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

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

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit.

which he/she is not legally entitled to, to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers' as annexed and marked as Annexure.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4: Compensation for Damages**

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

### **Section 5: Previous Transgression**

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

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

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

### **Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).**

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

### **Section 8: Independent External Monitor/Monitors**

1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, ITD.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, ITD within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the ITD Board.
8. If the Monitor has reported to the Chairman ITD, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman ITD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

### **Section 9: Pact Duration**

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

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

### **Section 10: Other provisions**

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

of the Principal, i.e., Ahmedabad/Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

---

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

---

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

Place..... Date .....

Witness 1: .....

(Name & Address) .....

Witness 2: .....

(Name & Address) .....

**Annexure B: Format for Bank Guarantee for Earnest Money Deposit (EMD)**

To

Dated:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the **Request for Proposal (RFP) for \_\_\_\_\_** KNOW ALL MEN by these presents that WE -----  
----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the \_\_\_\_\_, Gujarat Fibre Grid Network Limited in the sum of - ----- for which payment well and truly to be made 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 ----- 2025.

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 last date of bid submission with claim period of 45 days. In case of price validity beyond claim period, bidder need to submit BG with extendable period for price validity including claim period. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the GFGNL and further agrees that the guarantee herein contained shall continue to be enforceable till the GFGNL discharges this guarantee

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

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Signed and delivered by

---

For & on Behalf of

Name of the Bank & Branch &

Its official Address with seal

List of approved Banks:

All Nationalized Bank including the public sector bank or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/0057/DMO dated 21.04.2023 issued by Finance Department or further instruction issued by Finance department time to time.

**Annexure C: Declaration of Acceptance of Terms and Conditions of RFP**  
*(To be submitted on the Letterhead)*

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

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender no. ....]  
Regarding "**Request for Proposal (RFP) for \_\_\_\_\_**", Dept. of Science & Technology, Government of Gujarat.

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

Yours faithfully,

(Signature of the Authorized signatory of the Bidder)

Name :  
Designation :  
Seal :  
Date :  
Place :

**Annexure D: Power of Attorney for signing of Bid**

**Format for Power of Attorney**

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

Dated:

**POWER OF ATTORNEY**  
**To Whomsoever It May Concern**

Know all men by these presents, We ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name),

..... son/daughter/ wife of..... and presently residing at....., who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the..... Project proposed or being developed by GFGNL including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to GFGNL, representing us in all matters before GFGNL, signing and execution of all contracts, undertakings consequent to acceptance of our bid, and generally dealing with GFGNL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the contract with GFGNL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we, ....., the above named principal have executed this power of attorney on this .....day Of ..... 20.....

For .....

(Signature, name, designation and address)

To be submitted in original by the Bidders before within 7 days of Bid Due Date.

Witnesses:

1.

2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Notes:

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

**Annexure E: Performa Of Performance Bank Guarantee**

(Consider only if Not available on GeM)

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

To be stamped in accordance with Stamp Act in **Rs.300 Stamp paper**

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s.

.....  
having Principal Office at

.....(Hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of \_\_\_\_\_ by issue of Purchase Order No..... Dated issued by

<<GoG Department>> for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, \_\_\_\_\_ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. (Rupees \_\_\_\_\_) to the OWNER/PURCHASER on demand at any time up to \_\_\_\_\_ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce or forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER 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 OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the Seller's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_) and it shall remain in force up to and including

\_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ YYYY.

---

Signed and delivered by

---

For & on Behalf of

Name of the Bank &  
Branch & Its official  
Address

**List of approved Banks:**

All Nationalized Bank including the public sector bank or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/0057/DMO dated 21.04.2023 issued by Finance Department or further instruction issued by Finance department time to time

**Annexure F: Detailed list of Material**

Build No:	Description:	QTY
1	<b>PowerEdge FX2</b>	1
2	<b>PowerEdge FX2</b>	1
3	<b>PowerEdge FC640 Server Node</b>	5
4	<b>PowerEdge FC640 Server Node</b>	2

Blade 1:

Description:	Qty:
PowerEdge FX2	1
PowerEdge FX2 Chassis for up to 4 Half-Width Nodes	1
FX2S Chassis Configuration Label	1
PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots)	1
Flex Address Plus Enabled,8GB	1
8X DVD-ROM, USB, EXTERNAL	1
Power Supply, Redundancy Alerting Enabled Configuration	1
Jumper Cord - C19/C20, 2.5M, 250V, 16A (India BIS)	2
Dual, Hot-plug, Redundant Power Supply, 2000W, C19/C20 Power Cord Required for Use	1
PowerEdge FX2 1Gbe Pass Through Module, Internal 8 ports to External 8 ports	2
No Installation Services Selected	1
PowerEdge-SE04 Handling & Insurance Charges(India)	1
FX2 ReadyRails Sliding Rails	1
Basic Next Business Day 36 Months	1
ProSupport and Next Business Day Onsite Service Initial, 36 Month(s)	1
ProSupport and Next Business Day Onsite Service Extension, 24 Month(s)	1

Blade 2:

Description:	Qty:
PowerEdge FX2	1
PowerEdge FX2 Chassis for up to 4 Half-Width Nodes	1
FX2S Chassis Configuration Label	1
PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots)	1
Flex Address Plus Enabled,8GB	1
8X DVD-ROM, USB, EXTERNAL	1

Power Supply, Redundancy Alerting Enabled Configuration	1
Jumper Cord - C19/C20, 2.5M, 250V, 16A (India BIS)	2
Dual, Hot-plug, Redundant Power Supply, 2000W, C19/C20 Power Cord Required for Use	1
PowerEdge FX2 1Gbe Pass Through Module, Internal 8 ports to External 8 ports	2
No Installation Services Selected	1
PowerEdge-SE04 Handling & Insurance Charges(India)	1
FX2 ReadyRails Sliding Rails	1
Basic Next Business Day 36 Months	1
ProSupport and Next Business Day Onsite Service Initial, 36 Month(s)	1
ProSupport and Next Business Day Onsite Service Extension, 24 Month(s)	1

Power EdgeFC640 Server node: Qnt 5

Description:	Qty:
PowerEdge FC640 Server Node	1
Intel Xeon Gold 6240R 2.4G, 24C/48T, 10.4GT/s, 35.75 M Cache, Turbo, HT (165W) DDR4-2933	2
Chassis with up to 2 SAS or SATA Hard Drives (PERC required) MLK	1
32GB RDIMM, 2933MT/s, Dual Rank	16
iDRAC9,Enterprise	1
1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	2
Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA, PCIe Low Profile	1
H330 Controller	1
Performance BIOS Settings	1
2 CPU Heatsink	1
Redundant Power Supply on Chassis (X+1 PSU Configuration)	1
PowerEdge FC PCIE Mezzanine Adapter	1
Intel X550 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile	1
Broadcom 5720 1Gb Quad Port KR Blade Network Daughter Card	1
No Operating System	1
No Systems Documentation, No OpenManage DVD Kit	1
PowerEdge-002 Handling & Insurance Charges(India)	1
RAID 1	1
UEFI BIOS Boot Mode with GPT Partition	1
OpenManage Enterprise Advanced	1

Description:	Qty:
ProSupport and Next Business Day Onsite Service Initial, 36 Month(s)	1
ProSupport and Next Business Day Onsite Service Extension, 27 Month(s)	1

Power EdgeFC640 Server node: Qnt 2

Description:	Qty:
PowerEdge FC640 Server Node	1
<b>Intel Xeon Gold 6240 2.6G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933</b>	1
Chassis with up to 2 SAS or SATA Hard Drives (PERC required) MLK	1
32GB RDIMM, 2933MT/s, Dual Rank	8
iDRAC9,Enterprise	1
1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	2
Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA, PCIe Low Profile	1
H330 Controller	1
Performance BIOS Settings	1
2 CPU Heatsink	1
Redundant Power Supply on Chassis (X+1 PSU Configuration)	1
PowerEdge FC PCIE Mezzanine Adapter	1
Intel X550 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile	1
Broadcom 5720 1Gb Quad Port KR Blade Network Daughter Card	1
No Operating System	1
No Systems Documentation, No OpenManage DVD Kit	1
PowerEdge-002 Handling & Insurance Charges(India)	1
RAID 1	1
UEFI BIOS Boot Mode with GPT Partition	1
OpenManage Enterprise Advanced	1
ProSupport and Next Business Day Onsite Service Initial, 36 Month(s)	1
ProSupport and Next Business Day Onsite Service Extension, 27 Month(s)	1

Storage:

Module Name	Option Name With Qty
SC5020 Base	Dell Storage SC5020

SC5020 Mezz Card	SC, SFP+, 4 port, Mezz Card, Qty 2
Front-End IO Cards	IO, 16Gb FC, 2Port, PCI-E, Full height, QTY 2
SC5020 Mezz Card Optics and DACs	Transceiver, 10Gb SFP+, Short Range
Bezel	SC5020 Bezel
SC5020 Controller Components	SC5020 Controller Components
Hard Drives	No Hard Drive Config
Hard Drives	SC5020, 2.5" SAS, Drive Blank
Power Supply	Redundant Power Supply, 1485W, C14: 200-240 VAC
Power Cords	Jumper Cord - C13/C14, 2M, 250V, 10A (India BIS), Qty 2
Front-End IO Cables	LC-LC Optical Cable, 5M
SAS Cables	12Gb HD-Mini to HD-Mini SAS cable, 2m, Qty 2
Dell Services: Hardware Support	5Yr ProSupport & Mission Critical:(7x24) 4-hour Onsite Service
Dell Services: Future Technical Support	Technical Support
Dell Services: Deployment Services	ProDeploy Plus Dell Storage SC Series 5XXX SAN
Storage Center Base Software	Storage Center Core Software Bundle, Base License
Storage Center Drive License	Storage Center Drive Certificate
Freight Charges	Compellent-06 Handling & Insurance Charges(India)
Shipping	Ship Mod for Compellent SC5020 - APCC and TW
Regulatory label	Regulatory Label for Compellent SC7020/SC5020 - APCC and TW
Base	<b>SC400 Enclosure (1st enclosure of new array)</b>
Bezel	SC400 Bezel
Enclosure Management Module	Enclosure Management Module, Dual
Hard Drives	SC400, 3.5" SAS, Drive Blank
Hard Drives	SC, 12TB, NL SAS, 12Gb, 7.2K, 3.5" HDD
Rack Rails	Rack Rails, Static
Power Supply	Redundant Power Supply, 600W
Power Cords	Jumper Cord - C13/C14, 2M, 250V, 10A (India BIS), Qty 2
SAS Cable	12Gb HD-Mini to HD-Mini SAS cable, 0.5m, Qty 2
Dell Services: Hardware Support	5Yr ProSupport & Mission Critical:(7x24) 4-hour Onsite Service
Dell Services: Future Technical Support	Technical Support
Dell Services: Deployment Services	ProDeploy Plus Dell Storage SC Disk Series 400/420 2U Exp Enclosure
Freight Charges	Compellent-04 Handling & Insurance Charges(India)
Shipping	Dell SC400 Shipping, APCC
Regulatory Label	Regulatory Label for SC400/SCV300 - APCC and TW

Base	SC400 Enclosure (add-on enclosure)
Bezel	SC400 Bezel
Enclosure Management Module	Enclosure Management Module, Dual
Hard Drives	SC400, 3.5" SAS, Drive Blank
Hard Drives	SC, 12TB, NL SAS, 12Gb, 7.2K, 3.5" HDD
Rack Rails	Rack Rails, Static
Power Supply	Redundant Power Supply, 600W
Power Cords	Jumper Cord C13/C14, 2M, 250V, 10A (India BIS), Qty 2
SAS Cable	42Gb HD-Mini to HD-Mini SAS cable, 0.5m, Qty 2
Dell Services: Hardware Support	5Yr ProSupport & Mission Critical: (7x24) 4-hour Onsite Service
Dell Services: Future Technical Support	Technical Support
Dell Services : Deployment Services	ProDeploy Plus Dell Storage SC Disk Series 400/420 2U Exp
	Enclosure
Freight Charges	Compelient-04 Handling & Insurance Charges(India)
Shipping	Dell SC400 Shipping, APCC
Regulatory Label	Regulatory Label for SC400/SCV300 - APCC and TW

**Storage: -**

Description	Qty
Unity 380 DPE 25 x 2.5 Dell FLD RCK[Unity 380 Hybrid DPE]	1
Unity SYSPACK 4X600GB 10K SAS 25X2.5	1
Unity CNA 4x16Gb FC SFPs	1
ProSupport Mission Critical Software Support, 60 Month(s)	1
ProDeploy Plus for Unity Dell EMC X80 DPE Hybrid and All Flash	1
Unity HFA Base Software+ D@RE=IC	1
ProSupport and 4Hr Mission Critical Initial, 12 Month(s)	1
ProSupport and 4Hr Mission Critical Extension, 48 Month(s)	1
Unity 3U 15x3.5 DAE FLD RCK[Unity 15x3.5 Hybrid DAE]	1
D4 12TB NLSAS 15X3.5 DRIVE	1
ProDeploy Plus for Dell EMC Unity 15 25 Drive DAE Deployment Verification	1
ProDeploy Plus for Dell EMC Deployment Unity 15 25 Drive DAE	1
ProSupport and 4Hr Mission Critical Initial, 12 Month(s)	1
ProSupport and 4Hr Mission Critical Extension, 48 Month(s)	1

<b>AppSync Unity Hybrid</b>	<b>1</b>
AppSync Bsc for Unity 300/380=IC	1
ProSupport Mission Critical AppSync Basic, 60 Month(s)	1
<b>RecoverPoint for Unity XT Hybrid[Dell EMC RecoverPoint for Unity XT Hybrid]</b>	<b>1</b>
RP Basic for Unity 380/480/680/880=IC	1
ProSupport Mission Critical, RecoverPoint Basic, 60 Month(s)	1
<b>CTX DS-6610B 8P/24P switch w/rear to front airflow</b>	<b>2</b>
Connectrix DS-6610B 8 Port 16G SFP Port on Demand Upgrade Kit	1
Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 5 Meter	8
ProDeploy Plus Connectrix Fibre Channel Switch Deployment (up to 4 new hosts)	1
ProDeploy Plus Connectrix Fibre Channel Switch Deployment Verification (up to 4 new hosts)	1
ProSupport and 4Hr Mission Critical Initial, 12 Month(s)	1
ProSupport and 4Hr Mission Critical Extension, 48 Month(s)	1

Firewall: -

SKU	Description	Qty.
FG-100F	22 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 16 x switch ports with 4 SFP port shared media), 4 SFP ports, 2x 10G SFP+ FortiLinks, dual power supplies redundancy.	2
FC-10-F100F247-02-60	24x7 FortiCare Contract	2
FG-TRAN-SX	1 GE SFP SX transceiver module for all systems with SFP and SFP/SFP+ slots	16
FG-TRAN-SFP+SR	10 GE SFP+ transceiver module, short range for all systems with SFP+ and SFP/SFP+ slots	4

L3 Switch:

Part Number	Part Description	Service Duration	Quantity
C9300L-24T-4X-A	Catalyst 9300L 24p data, Network Advantage ,4x10G Uplink	-	2
CON-SNT-C00L2XAL	SNTC-8X5XNBD Catalyst 9300L 24p data, Network Advanta	60	2
C9300L-STACKBLANK	Catalyst 9300L Blank Stack Module	-	4

S9300LUK9-1612	Cisco Catalyst 9300L XE 16.12 UNIVERSAL	-	2
C9300L-NW-A-24	C9300L Network Advantage, 24-port license	-	2
FAN-T2	Cisco Type 2 Fan Module	-	6
PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	-	2
PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	-	2
CAB-TA-IN	India AC Type A Power Cable	-	4
C9300L-SSDNONE	No SSD Card Selected	-	2
C9300L-DNA-P24	C9300L Cisco DNA Premier, 24-port Term Licenses	-	2
NETWORK-PNPNONE	Network Plug-n-Play Opt Out SKU	-	2
C9300L-DNA-P24-5Y	C9300L Cisco DNA Premier, 24-port, 5 Year Term license	60	2
SFP-10G-SR	10GBASE-SR SFP Module		8

Server Virtualization Solution:

Product	Description	Part no.	Qty
VMware vCloud Suite 2019 Standard	SnS is required and sold separately.	CL19-STD-C	10
Production Support/Subscription for VMware vCloud Suite 2019 Standard for 5 year	Technical Support, 24 Hour Sev 1 Support -- 7 days a week.	CL19-STD-P-SSS-C	50
VMware vCenter Server 7 Standard for vSphere 7 (Per Instance)	Subscription & Support (SNS) is Required.	VCS7-STD-C	2
Production Support/Subscription for vCenter Server 7 Standard for vSphere 7 for 5 year	Technical Support, 24 Hour Sev 1 Support -- 7 days a week.	VCS7-STD-P-SSS-C	10

42 Inch Rack:

ZIPRAK Make 42U Network Rack Wall Mount type (INDOOR)	
Size	750W x 1070D x 1991H (in mm)
Material	CRC MS Steel 1mm
Surface protection	Polyester Epoxy Powder Coating
Colour	Black Colour

Front Door	Acrylic or Glass with metal trims with lock & key.
Side Panels	Fixed Panel
Rear	Open able type with lock
Top	CNC Punched Ventilations with fan exhaust Cut-out and 2 cable entry Glands of 50mm with rubber grommet.
Bottom	CNC Punched Ventilations with fan exhaust Cut-out and 2 cable entry Glands of 50mm with rubber grommet.
19" Rails	two pairs of 19" equipment mounting rails front & back adjustable.

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