



**RFP for selection of Independent Engineer for
BharatNet Phase-III Project (Amended Bharatnet
Program) in the State of Gujarat under GFGNL
(Tender No. GFGNL/GFG/e -
file/263/2026/0129/Indepe
ndent Engineer (IE))**

Last Date of Submission of Bid: 16/09/2026 till 18:10 hours



Gujarat Fibre Grid Network Limited (GFGNL)

A Government of Gujarat Company

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

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DISCLAIMER

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

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

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

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

Abbreviations

Sr. no.	Abbreviations	Description
1	BCP	Business Continuity Plan
2	BOM	Bill of Material
3	BOOT	Build Own Operate and Transfer
4	CCNA	Cisco Certified Network Associate
5	CCNP	Cisco Certified Network Professional
6	DR	Disaster Recovery
7	EMD	Earnest Money Deposit
8	EMS	Element Management System
9	FAT	Final Acceptance Testing
10	ICT	Information and Communication Technology
11	IP	Internet Protocol
12	IPS	Intrusion Prevention System
13	ISO	International Organization for Standardization
14	IT	Information Technology
15	KPI	Key Performance Indicator
16	LAN	Local Area Network
17	LoA	Letter of Award
18	Mbps	Megabit per second
19	MPLS	Multi-Protocol Label Switching
20	MSP	Managed Service Provider
21	NMS	Network Management System
22	NOC	Network Operations Centre
23	NSP	Network Service Provider
24	OEM	Original Equipment Manufacturer
25	O&M	Operation and Maintenance
26	OFC	Optical Fiber Cable
27	OS	Operating System
28	PAT	Partial Acceptance Testing
29	PBG	Performance Bank Guarantee
30	PDC	Primary Data Centre
31	PoP	Point of Presence
32	RFP	Request for Proposal
33	C-NOC	Central – Network Operations Centre
34	SLA	Service Level Agreement
35	SPOC	Single Point of Contact

Sr. no.	Abbreviations	Description
36	TDS	Tax Deducted at Source
37	UPS	Uninterruptable Power Supply
38	VC	Video Conferencing
39	VLAN	Virtual LAN
40	VoIP	Voice over Internet Protocol
41	VPN	Virtual Private Network
42	VSAT	Very Small Aperture Terminal
43	WAN	Wide Area Network

Definitions

#	Abbreviation/ Term	Description
1	Acceptance of Letter of award (LoA)	The date on which the successful bidder(s) accepts the letter of award issued by Purchaser.
2	ABP GFGNL PH-III RFP	GFGNL/GFG/e -file/263/2026/0070/Phase-III(ABP in Gujarat) for Selection of Project Implementing Agency (PIA) for BharatNet Phase-III in Gujarat
3	Bidder	The Party who will be offering the solution(s), service(s) and/or materials as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with party bidding against this RFP
4	Business Hours	The prime utilization period, which shall be starting from 10:30 hrs. till 18:10 hrs. on all working days or as defined by the Purchaser from time to time, unless the specific context requires otherwise.
5	Office Hours	The official working hour of respective offices.
6	Bandwidth Service Provider (BSP)	BSP when used in the RFP denotes the future Bandwidth Service Provider selected by the mode of this RFP.
7	Deliverables	The products, infrastructure, and services to be delivered by the successful bidder in the RFP and Contract and as proposed in the Proposal and all related documentation/designs/policies and guidelines.
8	End-of-Life	End-of-life is the date of End-of-Sale and/or End-of Support (whichever is earlier) given by the OEM/distributor on its website or through any public announcement. End of Life would be indicating that a product is in the end of its useful lifetime and on the specified dates the vendor will no longer be marketing, selling, or sustaining a particular product and may also be limiting or ending support for the product.
9	End-of-Sale	The date indicated by the OEM/distributor on its website or through any public announcement, after which the OEM/distributor stops marketing or selling the product.
10	End-of-Support	Is with reference to a product and is the date indicated by the OEM/distributor on its website or through any public announcement, till which the OEM/distributor will provide service/updates/patches/spare parts/technical support service.
11	FAT	Final Acceptance Testing to test the successful implementation of the scope of work specified in the RFP
12	Fixed Scope	Means the scope of work to be done by the SP as part of the of the Project.

#	Abbreviation/ Term	Description
13	Go-Live	The date of commencement of Operations and Maintenance phase with 100% of completion of the scope of work mentioned in the RFP (as given at time of signing of contract).
14	PIA/Project Implementation Agency	Project Implementation Agency of Phase -I /Phase -II /Phase-III
15	Original Equipment Manufacturer (OEM)	Manufacturer of any equipment/system/software/product/services who is providing such goods services to the Purchaser's requirement(s).
16	Parties	The Purchaser and the service provider(Successful bidder) collectively, for the purposes of this Contract and "Party" shall be interpreted accordingly to the context therein.
17	S-NOC	State- Network Operation Center.
18	Project	The activities to be performed by the service provider(Successful bidder) regarding this RFP
19	Tenderer	GFGNL
20	Requirements	All the documents prepared by the Purchaser about the Project, Scope of Work, SLA, schedules, details, description(s), statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP
21	RFP	The Request for Proposal bearing reference no: ----- and any other documents/formats provided along with this RFP or issued during the selection of successful bidder(s), corrigenda, seeking a set of solution(s), services(s), materials and/or any combination of them.
22	Service Level	The level of Service and other performance criteria which will apply to the Services delivered by the service provider(Successful bidder).
23	Service Level Agreement	Service Level Agreement (SLA) is an agreement, to be signed between the successful bidder and the Purchaser includes all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondence, clarifications, presentations for the level of service and other performance criteria which will apply to the services delivered by the service provider(Successful bidder).
24	Scope of Work/ SoW	To be performed by the service provider(Successful bidder) as provided in RFP and as arising from other clauses of the RFP and includes the requirements and deliverables of the project.

#	Abbreviation/ Term	Description
25	T	Date of Acceptance of Letter of Award by the Service provider((Successful bidder)
26	Business Hours	Working hours of the GFGNL (10:30 AM to 6:10 PM) on all Working days
27	Critical Hours	Critical hours (10:00 AM to 6:30 PM) on all Working days.
28	Day	Day means both working as well as non-working day, unless specified otherwise

Fact Sheet

Sr. No.	Particular	Details
1	RFP Inviting Authority	Gujarat Fibre Grid Network Limited(GFGNL),
2	Job Requirement	RFP for selection of Independent Engineer for BharatNet Phase-III Project (Amended Bharatnet Program) in the State of Gujarat under GFGNL
3	Date of Publication	01/09/2026
4	Availability of RFP Document	The RFP document can be obtained on website https://bharatnet.gujarat.gov.in/home , , https://tender.nprocure.com/
5	Name and address for communication, correspondence and seeking clarification regarding the RFP	Chief Finance Officer (CFO) Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar -382010 bid1gfgnl@bharatnet.gujarat.gov.in , bid2gfgnl@bharatnet.gujarat.gov.in , pmc2@bharatnet.gujarat.gov.in pmc3@bharatnet.gujarat.gov.in , pmc@bharatnet.gujarat.gov.in ,
6	Last date for receiving queries/clarifications	The last date of submission of pre-bid queries shall be 08/09/2026 at 11: 55.pm All the pre-bid queries should be received on or

Sr. No.	Particular	Details
		before the prescribed date and time, through only official email id with subject line as: Pre-bid queries < Bidder's name> The queries should be submitted in an .xls Format as per the format prescribed in RFP document.
7	Time, Date and Venue of Pre-Bid Conference	08/09/2026 at 03:00 pm At Department of Science and Technology, Government of Gujarat/Gujarat Fibre Grid Network Limited (GFGNL) Block No: 7, 5th Floor, New Sachivalaya, Gandhinagar: 382010
8	Response to Bidder Queries	The Tenderer shall not be obligated to respond to any or all the queries. The Tenderer may, at its sole discretion, choose to publish responses to the pre-bid queries and /or any corrigendum on Central Public Procurement portal https://eprocure.gov.in/eprocure/app or may send through email or any other means.
9	Last date for submission of Bid/proposal	16/09/2026 at 06:10 pm
10	Last date for submission of Bid/proposal (Physical copy excluding financial bid only if asked based on nature of RFP)	06:10 pm (Date of submission of online bid + 4 working Days) In event of particular ask of submitting physical copy then logical portion of the bid should be appropriate in the respective sealed cover for maintaining confidentiality.
11	Bid Processing fee payable	Bidders shall submit, along with their bid, non-refundable bid processing fee of Rs. 15,000/- +GST (Rupees Fifteen Thousand only) in the form of a DD or bank transfer as below:

Sr. No.	Particular	Details
		Details of the Bank: 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
12	Bid Security/ Earnest Money Deposit (EMD) Amount Payable	Rs.66,00,000/- (Rupees Sixty six lacs only) Details of the Bank: Name of the Beneficiary: Gujarat Fibre Grid Network Limited Bank details: Bank Name: State Bank of India Bank Account Number: 36242993620 IFSC Code: SBIN0060228 Branch Name: Udyog Bhavan Branch, Gandhinagar
13	Submission of Integrity Pact, EMD, RFP Document Fee and Letter of Authorization	At 06:10 pm (Date of submission of online bid + 4 working Days) for physical copy
14	Address at which bids are to be submitted	Proposal shall be uploaded online in the format and mode as provided for in the Portal eProc-Suite (nprocure.com) for this RFP in the system and shall be digitally signed by the authorized signatory of the Bidder.
15	Opening of Qualification Bids	To be announced later

Sr. No.	Particular	Details
16	Opening of Technical Bids	To be announced later
17	Technical Presentation	To be announced later
18	Method of Selection (Define)	QCBS (70:30)
19	Date for the opening of financial bid for technically qualified bidders	To be announced later
20	Contract Duration	3 Years
21	Performance Bank Guarantee	5 % of Contract Value

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

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.

STRUCTURE OF THE RFP

Tenderer desires to select the Independent Engineer for BharatNet Phase-III Project (Amended Bharatnet Program) in the State of Gujarat under GFGNL. In this respect, Tenderer is undertaking a comprehensive Tendering process to select the most-suitable service Provider via competitive Bidding. This RFP is meant to invite proposals from the interested bidders capable of delivering the services described herein. Details of the same are given in following sections:

Section	Description
Section 1	KEY INFORMATION & INSTRUCTIONS
Section 2	INTRODUCTION
Section 3	SCOPE OF WORK
Section 4	ELIGIBILITY CRITERIA
Section 5	INSTRUCTIONS TO BIDDERS
Section 6	SERVICE LEVEL AGREEMENT (SLA)
Section 7	FINANCIAL BID
Section 8	ANNEXURES & FORMATS

1.1 General Instruction to Bidders

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

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

SECTION-1 KEY INFORMATION & INSTRUCTIONS

1.2 Information Regarding RFP

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

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

1.3 Instruction to the bidders for online bid submission

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

SECTION-2 INTRODUCTION

2.1 BHARATNET PROJECT BACKGROUND

BharatNet is a project funded by Digital Bharat Nidhi(DBN), Department of Telecommunications (DoT), with an aim to provide high speed broadband connectivity to all inhabited Gram Panchayats (GPs), Villages across India. The network infrastructure under this project shall be a national asset and accessible on a non-discriminatory basis to all eligible service providers to enable them to provide services in rural areas.

Following are a few enablers for BharatNet Program,

- a) A World Bank study has estimated that a 10% increase in broadband connectivity leads to 1.38% increase in Gross Domestic Product (GDP). Broadband penetration in India at present is less than 2%.
- b) Broadband is a tool for improving the lives of people by providing affordable and equitable access to information and knowledge. For individuals, broadband has direct impact on their day-to-day lifestyle. It can contribute towards increased trade and employment avenues.
- c) Information and communication Technologies (ICT) applications such as e-Commerce, e-Banking, e-Governance, e-Education and Tele-medicine require high speed Internet connectivity.

2.1.1 BHARATNET PHASE I – PROJECT BACKGROUND

- a) BharatNet, led by Bharat Broadband Network Limited (BBNL), is a broadband network that provides broadband connectivity across the country to 2.5 lakh Grampanchayats (GPs), which are the primary nodes for information collection and dissemination, as well as service delivery points for government services.
- b) A phased approach was planned to connect Grampanchayats across India. The Telecom Commission approved a 3 – phase implementation of this project.
- c) The first phase envisages providing 1,00,000 Grampanchayats with broadband connectivity by laying OFC(Optical Fibre Cable) lines by March 2017 across the country. This was to be covered by BBNL.
- d) The implementation was done under Central Public Sector Units (CPSU) led model.
- e) Under this implementation model, the network infrastructure was deployed by leveraging GFGNL's existing Optical Fibre Cable (OFC) from Block to Fibre Point of Interconnect (FPOI) and laying incremental underground OFC from FPOI to GP location.
- f) The network architecture was based on linear topology where GPON based electronics infrastructure was deployed across Block and GP location for middle mile network connectivity.
- g) Bharatnet Phase – I is a multi-stakeholder project, with a number of organizations including the Department of Telecommunications, the Ministry of Electronics and Information Technology, BBNL, BSNL, RailTel, PGCIL, C-DOT, TCIL and NIC collaborating to ensure that broadband connectivity reaches every Gram Panchayat, enabling adoption by the public and private institutional users as well as the citizens.
- h) The ability to access broadband-enabled services provides opportunities to empower digitally marginalized rural citizens; changing the way they learn, communicate, and manage their livelihoods and access health, financial, and government services.

Gujarat Phase-I

Number Of Districts	11
Number Of Blocks	119
Number Of GPs	6761
Executive Agency	BSNL (M/s RAILTEL)

Table:01 Gujarat Phase-I

2.1.1.1 METHODOLOGY OF EXECUTING BHARATNET PHASE I PROJECT

The following fundamental principles were considered while designing the Network.

1. BSNL's backbone Network was used to carry traffic from block level to BSNL Exchange State SDC (State Data Centre).
2. At the block level, BSNL's exchanges were used to install OLTs (Optical Line Terminals).
3. For GPON (Gigabit Passive Optical Network) - a type of point-to-multipoint network technology that delivers broadband access to the end user via fibre optic cable -from OLT to ONT (i.e from block level to GP), 1 / 2 fibre cores were taken on lease from BSNL & RailTel from BSNL exchange / OLT location to FPOI (Fibre Point of Interconnect) location to reduce the quantum of new fibre roll-out.(From OLT to BSNL POI by using existing BSNL & Railtel Fibres)
4. Only incremental/new fibre was planned from FPOI location to GP location.

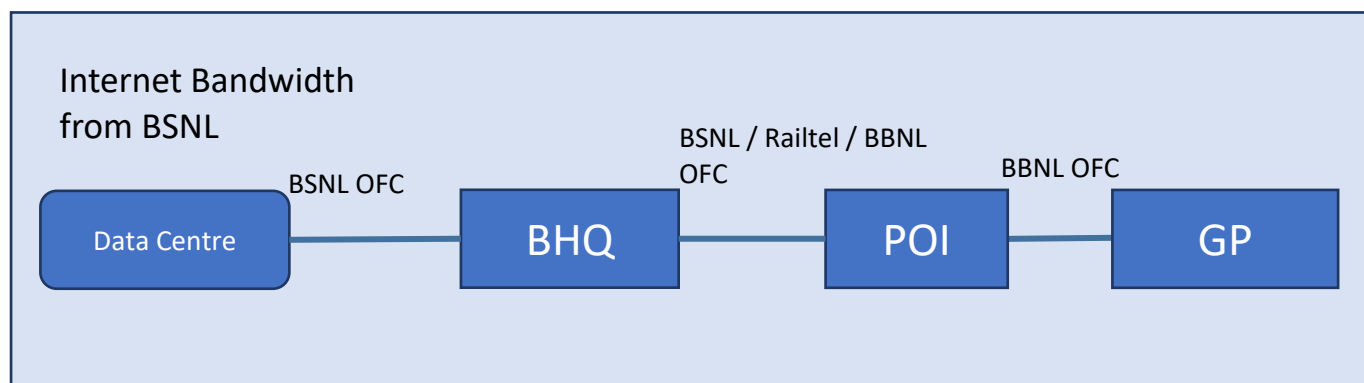


Diagram -01 Phase-I Methodology

5. To Summarize, The BharatNet network implemented in Phase- I consists of using BSNL's existing fibre (on lease) from Block to Fibre POI and laying of incremental OFC (24 core) from Fibre POI to GPs. As part of upgradation in the project of Amended Bharatnet Program (ABP), the PIA shall lay additional OFC for connecting Block to GPs in a ring architecture using the existing incremental BharatNet OFC from Fibre POI to GPs. After the PIA upgrades this network in ring architecture from Block to GPs, integrating the incremental OFC from Fibre POI to GPs, the BSNL's existing leased fibre shall no more be part of upgraded ring architecture.

2.1.2 BHARATNET PHASE II – PROJECT BACKGROUND

- a) The central government had approved a modified strategy to overcome the shortcoming experience during Phase-I project execution and approved the implementation methodology of BharatNet Phase-II to connect remaining Grampanchayats with state of art network designing with enhance bandwidth to achieve the vision of Digital India.
- b) The Government of Gujarat has set up an Special Purpose Vehicle (SPV) namely "Gujarat Fibre

Grid Network Limited (GFGNL)” to implement Phase-II of BharatNet Project in Gujarat. This SPV has been created to synergize with the efforts of the Government of India under the Digital India initiative.

- c) These focused efforts are to actualize a state-to-village fibre grid, to facilitate common Government-owned infrastructure, and to provide internet facilities to residents of Gujarat state.
- d) The connectivity is already done by laying end to end (GFGNL owned) OFC from Block to GPs location.
- e) The network architecture is based on linear topology at last mile where GPON based electronics infrastructure was deployed across Block and GP location for network mid-haul connectivity.
- f) GFGNL has already connected around 8037 locations mainly comprising Gram Panchayat (GP) along with TC/DC/GIDC etc. GFGNL also started extending BharatNet connectivity from respective Gram Panchayat (GP) to various offices/Locations of GoG at the village level.
- g) GFGNL has implemented BharatNet Phase – II network in Gujarat in two different packages. Package – A has three islands in Rest of Gujarat and Package – B has one island in Saurashtra region. Package – A has 12 districts (Now as new district developed from existing Banaskantha district, total 13 district in package-A) & Package – B has 10 districts. Further, both the packages are divided into two zones. Package A has two zones i.e., Vadodara zone & Surat zone and Package B has two zones i.e., Ahmedabad zone & Rajkot zone.
- h) Bidders are also requested to get the technical information about the network implemented by GFGNL by referring to the RFP (*Request for Proposal for Selection of Project Implementing Agency for BharatNet Phase-II project in the State of Gujarat under Gujarat Fibre Grid Network Limited*). (Reference: <https://bharatnet.gujarat.gov.in/tenders>)
- i) GFGNL’s Network comprises of the various technology equipment including GPON(OLT-ONT), DWDM, OTN, LA-Line Amplifier, RFMS etc.
- j) GFGNL has already installed telecom grade shelters and completed the shifting of the OLT and other transport devices from BSNL exchange to approximate 383 shelters.
- k) High-level existing network topology is as below,

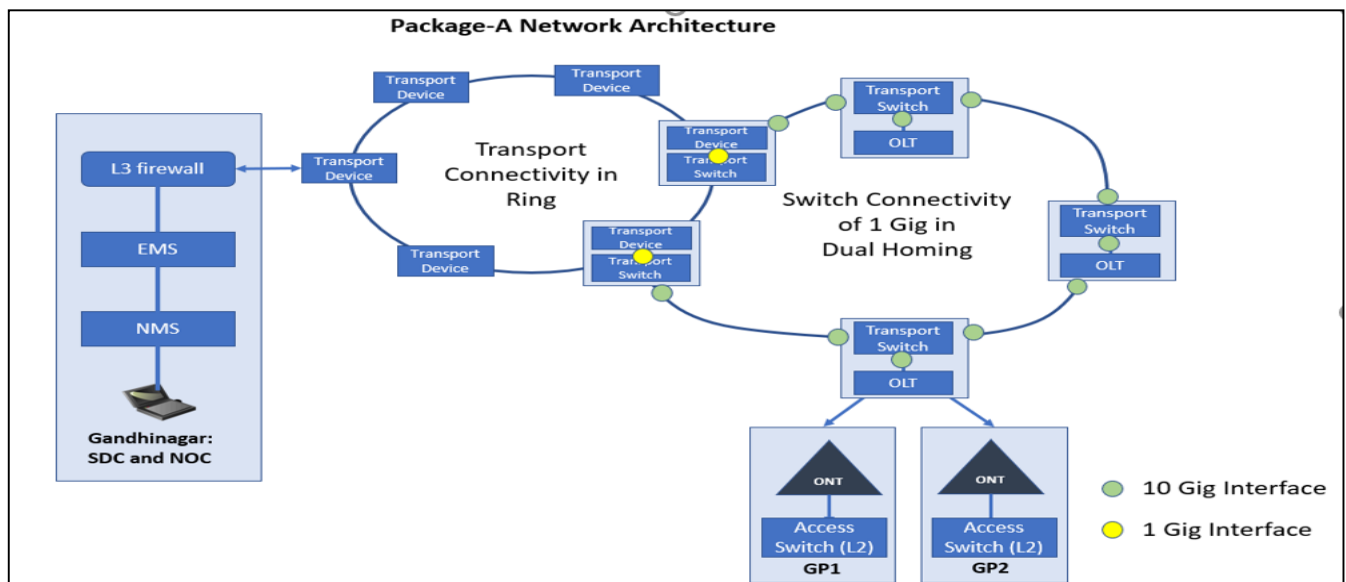


Diagram -02 (Phase-II Package-A Network Architecture)

Note: 20 GP (Gram Panchayat) connected from 1 OLT (Optical Line Terminal) with 2 GP per PON (Passive Optical Network) Port of OLT, However, in OLT approximately 25-27 GPs Connected .

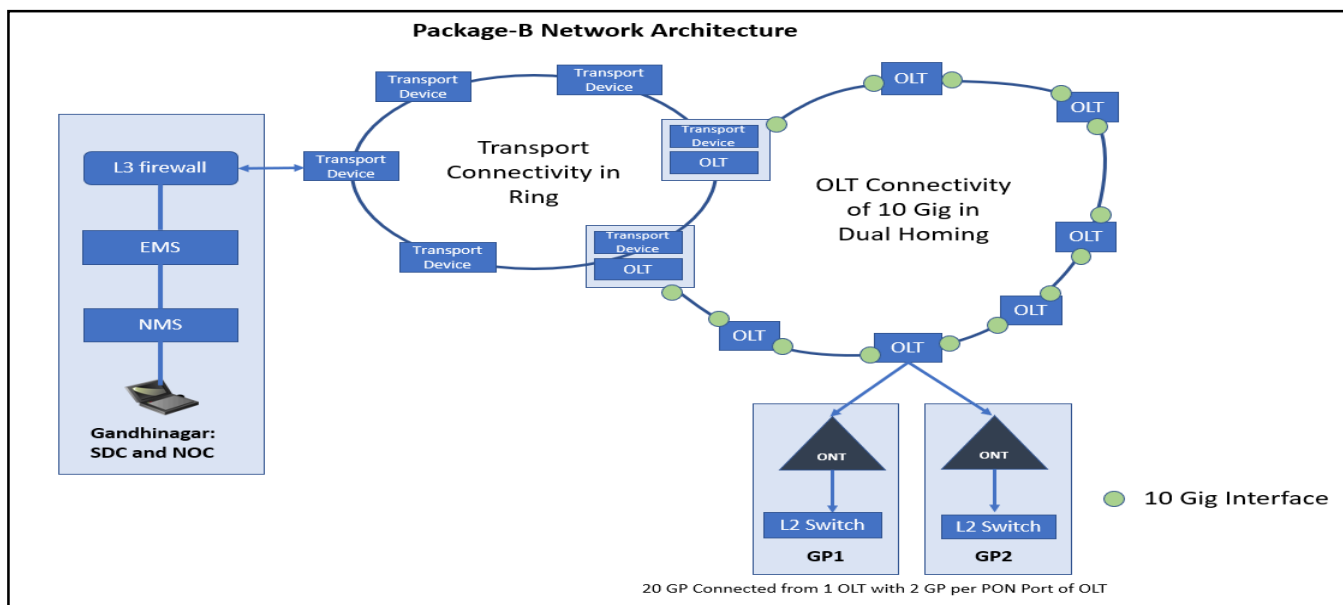


Diagram -03 (Phase-II Package-B Network Architecture)

In a present network, physical connectivity between 2 layers of transport mux and transport switch/OLT is as per below in both packages.

Package - A: Uplink 10G port of each OLT is connected to 10G port of transport switch. Generally, 4 or 5 transport switches are connected in a ring with 10G uplink ports and dual homed on 1G dropping ports of transport mux on both sides.

Package - B: Generally, 8 to 16 OLTs are connected in a ring with 10G uplink ports and dual homed on 10G dropping ports of transport mux on both sides.

2.2 OBJECTIVE OF BHARATNET PHASE III

- I. 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 IP-MPLS technology, ring topology, 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.

- II. The 'BharatNet Phase-III Program' in Gujarat is a transformative initiative aimed at bolstering digital infrastructure and digital connectivity throughout the state. 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.
- III. The project seeks to create a seamless and unified digital network across the entire state of Gujarat by integrating and optimizing the infrastructure developed under BharatNet Phase I and Phase II initiatives.

A) Project Objectives with Strategic Goals

The objectives reflect the project's commitment to providing digital services in equitable manner and contributing to the overall development of the state. The primary objectives of the project are outlined to underscore its strategic goals, which includes:

- I. **Comprehensive Integration:** Seamlessly integrate BharatNet Phase-I and Phase-II networks to establish a unified and cohesive digital infrastructure equitable across the state.
- II. **Technological Upgrade:** Implement IP-MPLS technology for better accessibility/service-offering and ring topology for better network reliability.
- III. **Expanded Connectivity:** Reaching approximately 4400 more villages over and above the existing rural connectivity, to cover full landscape of Gujarat and a step towards everyone's right to take part in digital journey.
- IV. **Network scalability:** Future traffic demand to be supported with network scalability as per the device specification mentioned in technical specification section, considered with 1G to 10G at GP level and 10G to 100G at Block Level.
- V. **Ensuring better customer service:** Single NOC for the entire network along with 24 x 7 helpdesk support to ensure quality service delivery.
- VI. **Ensuring operational efficiency:** High network availability to be maintained up to 98% by additional OFC to be laid with appropriate (24F/48F/96F) Armored cable, UPS deployment with minimum 6 Hrs backup at each GP.
- VII. **Socio-Economic Empowerment:** Facilitate digital empowerment by enabling access to education, healthcare, e-governance, and economic opportunities in rural areas. Deployment of mini-OLT at each GP with target of approx. 9 lakhs customer over BharatNet network.
- VIII. **Stakeholder Collaboration:** Foster collaboration among GFGNL, the Government of Gujarat, Department of Telecommunication (DoT) and other stakeholders to ensure seamless execution and alignment with national broadband connectivity goals.
- IX. **Network Availability:** KPIs (Key performance Indicators) are considered in BharatNet Phase-III (Amended BharatNet Program) for State NOC equipment $\geq 99.9\%$, for Sub/Master-Block level router $\geq 99.5\%$ and for GP level router $\geq 98.5\%$ in view of achieving high network availability.

B) Effective Fiberization:

Fulfilment of compliances of amended BharatNet guidelines using concentrative purpose of 'Effective Fiberization (5-E and 6-F)' across the rural landscape of Gujarat which is to be kept in consideration for organic growth of Network and Business revenue streams by having unique element of **Omni presence in unreachable areas to meet first and foremost purpose of DIGITAL BHARAT NIDHI(DBN).**

'Effective':5-E dimensions

1. Extend the network footprint for equitable coverage.

2. Expand the network service basket for unlocking revenue streams through dark fiber for Telco & digital enterprise, Internet peering service, wireless broadband, Govt Network (SWAN), Enterprise VPN, Community Wi-Fi to meet long term financial sustenance.
3. Enhance availability by optimum redundancy in the network paths.
4. Economize through scale and lessor expenses on last mile through enroute locations for affordability to onboard lower strata of rural masses and
5. End-to-end seamless flow of bits from state capital upto villages including Internet breakout points for effective Internet/Intranet both with Omni presence proposition.

'Fiberization':6-F dimensions

1. Fibre to Far flung areas
2. Fibre to Family
3. Fibre to Field offices of Government
4. Fibre to Farm
5. Fibre to Financial market and
6. Fibre to Fraternity (Social Inclusion)

The first and foremost objective for attaining business momentum is to target following entities and provide them conducive, cooperative, competitive footprint and cost effective statewide one stop services:

- I. Government segment: E-Governance, Rural schools (Govt and private), Agriculture, Animal husbandry, Community health, Anganwadi, Food and civil supplies, public community Wi-Fi at Panchayat
- II. Telco segment: Fibre for TSP, Broadband local ISP
- III. Power segment: Electricity distribution, utilities, and solar companies
- IV. Financial market: Cooperative banks, Private banks, non-banking finance companies and Insurance, Stock exchange intermediaries
- V. Agriculture: Fertilizer shops, Seeds and pesticides retail chains, Agriculture mandis, APMC, Commodity traders, IoT
- VI. Education: Digital aided learning centers, Private schools, Libraries, Hostels
- VII. Business enterprises: Logistics and transport, Retail chain, Hotel chain, Digitization anywhere, Remote factories
- VIII. New emerging rural opportunities: Open Network for Data Commerce (ONDC), rural e-Commerce, Rural ATMs, Rural IoT

C) Approach to achieve the objectives.

With the envisage objective of digitization, the approach is bifurcated in below three major categories.

Part – I: Acquisition and upgradation of BharatNet Phase-I network along with integration to Phase-II Network and Operation & Maintenance of existing Phase-I and II BharatNet network.

Part – II: To upgrade BharatNet Phase –I and II Network with IP – MPLS technology and Operation & Maintenance of existing Phase-I and II BharatNet.

Part – III: Connectivity to balance ~4400 villages of Gujarat on demand.

2.3 OBJECTIVE OF IE (Independent Engineer):

- a. The Independent Engineer (IE) shall be appointed through this tendering process is for validation, audit, inspection, acceptance testing and invoice processing in respect of the implementation of ABP(amended BharatNet Program) to be executed by PIA(to be selectred through tender “ *GFGNL/GFG/e-file/263/2026/0070/Phase-III(ABP in Gujarat) , tender ID : 310787 for Gujarat*

State” The document details are available on nProcure and GFGNL website, i.e., <https://bharatnet.gujarat.gov.in/tenders>.

- b.* The prospective bidders are advised to go through the above-mentioned tender documents along with all the amendments/ pre-bid clarifications/ corrigendum for detailed Scope of Work for the PIA & IE.

SECTION-3 SCOPE OF WORK

Scope of Work

3.1 Project Background

The Bidder, Independent Engineer (IE), shall ensure to go through the tendering process, i.e. “GFGNL/GFG/e-file/263/2026/0070/Phase-III(ABP in Gujarat) , tender ID : 310787 for Gujarat State” The document details are available on nProcure and GFGNL website, i.e., <https://bharatnet.gujarat.gov.in/tenders> .

The prospective bidders are advised to carefully review the above-mentioned tender documents along with all amendments, pre-bid clarifications, corrigenda, and addenda to understand the detailed Scope of Work for the PIA and IE. However, a summarized scope of PIA is provided below for indicative reference only,

- a) **Construction:** To build network infrastructure across remaining Gram Panchayats (GPs), to establish the IP-MPLS network, and on demand Revenue-Villages.
- b) **Upgradation:** To upgrade the existing network infrastructure from linear to IP-MPLS based ring topology across GPs and Sub-Block sites.
- c) **Implementation of IP-MPLS Network:** To deploy the IP-MPLS network for GFGNL on behalf of DBN, DoT under the BharatNet program across the state.
- d) **Operation and Maintenance (O&M):** To operate and maintain both the existing and the newly deployed network infrastructure as per the defined SLA.
- e) **Establishment and Upgrade of State Network Operation Center (NOC):** GFGNL has already having it's own NOC infrastructure, However, PIA selected through this bidding process will be solely responsible to upgrade the infrastructure including the software and hardware scope mentioned in this RFP and to connect the complete network of existing and to be install or to be maintain by the PIA for monitoring, supervision and O&M to meet the SLAs. All inventories for bharatnet project including GPs, Revenue Villages, etc. with their all active infrastructure are to be connected to Centralized location,i.e., SDC/ SNOC/GFGNL's desired location.
- f) **Shelter Infrastructure:**

To upgrade the existing shelter infrastructure across the ABP Project in Gujarat alongwith the operation maintenance of the shelter infrastructure (active and passive) will be in the scope of selected PIA. For the sub-block infrastructure, the priority of housing equipment for Phase-I will be in the BSNL telephone exchange , however, based on GFGNL/IE approval the scope of establishing new shelter as per the terms and conditions mentioned in the RFP shall be in the selected PIA's scope.
- g) **Network and Service Provisioning:** To enable retail, enterprise and wholesale services as per the requirement of GFGNL across state during the entire Contract duration. To provide comprehensive network monitoring and service provisioning to enable retail, enterprise and wholesale services as per the requirement of GFGNL across the Contract duration. Selected PIA shall provide EMS with 1+1 failover configuration. EMS Client to be compatible with all

major browsers. The PIA/OEM are responsible to create, operate and maintain the SNOC infrastructure including expose API(whenever asked by the tenderer) and do necessary exchange of standard parameters to fulfill technology led network governance through the S-NOC/ C-NOC. From Master-Block to SDC/SNOC GFGNL shall arrange the ILL/P2P(out of scope for PIA), however, PIA has to support for network provisioning of Internet Lease line/P2P bandwidth at SDC, master block or Sub-blocks to carry Gram Panchayats as well as GFGNL's customer traffic up to State capital.

- h) Unified Network & Service Framework:** The existing Data Center /State Network Operations Center of BharatNet network including the infrastructure created for connecting all the government institutions/organizations etc., with the Gujarat Phase-I and II along with the infrastructure created to establish a unified, centrally managed operational framework. The integrated environment shall enable consolidated OSS and BSS operations, unified NMS visibility, SLA driven O&M and seamless provisioning and management of services like FTTH, IBB, ILL, P2P leased lines, MPLS VPN and other future service expansions. The end-to-end unified network architecture shall be comprehensively planned, implemented, tested, demonstrated and commissioned to GFGNL, ensuring that the complete infrastructure function as a single cohesive network to support future retail, enterprise business expansion throughout the contract period.
- i)** The scope of work for the Project Implementation Agency (PIA) shall cover across the state of Gujarat and it is to be noted that number of Gram Panchayats (GPs) as indicative in below table, and PIA shall undertake the Scope of Work across all Gram Panchayats (GPs) identified post survey and approved by GFGNL.

S. No.	Item Description	Unit	Ph-I	Ph-2	Total Quantity (GJ)
1.1	No. Of Sub-Block	Nos	255	383	638
1.2	No. of GPs	Nos	6592	8145	14737
1.2a	No. of GPs for creation	Nos	163	345	508
1.2b	No. of GPs for upgradation	Nos	6429	7800	14229
1.3	No. of Villages for last mile connectivity	Nos	1693	2448	4141

Note: The figures provided above are for indicative purposes only and are based on the current status. These may vary due to changes in geopolitical boundaries, field counts, or other relevant factors. The selected Project Implementation Agency (PIA) shall be responsible for delivering the complete scope of work, irrespective of such variations.

3.2 The broad scope of work shall be as below but not limited to:

- a. IE shall inspect, verify, certify and monitor the timely execution of the entire network including OFC laying, Equipment installation & integration with state NOC as per the TEC GRs and Engineering Instructions mentioned in the RFPs, **Nos: GFGNL/GFG/e -**

file/263/2026/0070/Phase-III(ABP in Gujarat) for Selection of Project Implementing Agency (PIA) for BharatNet Phase-III in Gujarat. The bidder is advised to read through the said RFPs and subsequent corrigenda to understand the PIA's scope and operational requirements.

- b. IE shall coordinate and validate for the timely handover of the existing network to the PIA according to the PIA's handover schedule.
- c. IE shall do the Technical Scrutiny of survey reports on GIS map which includes checking and verification of design and Bill of Quantity (BoQ) based on the network design architecture/instructions issued by PIA and approved by GFGNL from time to time.
- d. IE shall conduct inspection, verification & certification of the material delivered by PIA and its mapping in PM tool;
- e. IE shall Inspect OFC routes during digging, trenching, ducting, reinstatement, OFC blowing, splicing & testing.
- f. IE shall inspect, verify and certify the execution of the project by the PIA which shall include OFC laying, Equipment (including all active and passive infrastructure, radio, etc.) installation, commissioning and integration of state NOC as mentioned in the detailed scope of work of PIA Tender and will timely intervene and suggest necessary action for timely execution of the project.
- g. IE shall prepare audit reports. The format of audit reports will be shared by GFGNL with selected bidders.
- h. IE shall verify the measurement books of works for activities such as laying of Duct, OFC, etc.;
- i. IE shall conduct Acceptance testing (AT) of all the activities as mentioned at Para- (d) above i.e. OFC laying works, equipment installation & commissioning, S-NOC integration and any other works under the scope of the above referred ABP GFGNL PH-III RFP;
- j. IE shall check the As Build Diagram (ABD) and ensure its mapping in the GIS;
- k. IE shall be responsible for reconciliation of Inventory and its mapping in PM tool;
- l. IE shall perform all the related Project management and monitoring activities including SLA and digital payment procedure during the entire contract duration as detailed later in this document by utilizing the functionality of GIS and NMS.
- m. IE shall verify & certify all the bills submitted by PIA.
- n. Action start date will be the date of signing of Agreement between PIA and GFNGL or onboarding of PIA, whichever is later.
- o. IE shall ensure EHS compliance by the PIA.
- p. IE shall take active part in Dispute Resolution Committee (DRC) and Dispute Adjudication Board (DAB) formed for the dispute resolutions as per the PIA's RFP dispute resolutions mentioned in the RFP and in section 8.19.

3.3 The Detailed scope of work, shall be as below but not limited to:

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
1	Handover / takeover of the Existing BharatNet Phase I & Phase II networks and Pre-Planning phase	Date of signing of Agreement between PIA and GFGNL or onboarding of IE, whichever is later.	(a) IE shall coordinate for the timely transfer of the existing network to the PIA according to the PIA's handover schedule and related terms & conditions. (b) The IE shall scrutinize and verify the details of handed over networks and shall also address the issues between existing PIA, O&M agencies and PIA, if any arise. (c) IE shall validate, if material mismatch is claimed by PIA based on the network details provided by PIA or existing O&M agencies/ GFGNL/ existing O&M agency, with respect to existing network infrastructure on the site.	Refer to RFP , "GFGNL/GFG/e-file/263/2026/0070/Phase-III(ABP in Gujarat) , tender ID : 310787 for Gujarat State" The document details are available on nProcure and GFGNL website, i.e., https://bharatnet.gujarat.gov.in/tenders ." dated 04.06.2026 with all pre-bid clarifications/ amendments/corrigendums	Within 5 working days of document submitted by existing PIA/ O&M agency and / or mismatch claimed by PIA, if any, for a block.

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
2	Planning, Survey and Design	Date of signing of Agreement between PIA and GFGNL or onboarding of IE, whichever is later.	(a) IE shall monitor the progress of the surveys and the deployment of resources by PIA as per project timelines. Any discrepancies in this regard shall be communicated to GFGNL in time. (b) IE shall examine and validate the proposals of PIA if any submitted to GFGNL for approval for laying ADSS OFC or any alternate technologies on wireline or wireless wherever laying of U/G OFC is not possible and feasible, and if the same is found to be correct, the IE shall recommend the same, with justification, to GFGNL for approval, on a case to case basis based on the terms and conditions mentioned in the tender document number_310787 or agreement of GFGNL. (c) IE shall validate and recommend with justification if PIA submits a request to GFGNL for the use of	(a) IE shall validate the hard copies of document submitted by PIA. IE need to ensure PIA shall maintain a soft copy of data in a format that will enable easy document uploading once Project Management (PM) tool will be operational. (b) PIA shall upload the document on the PM tool, and IE will validate and update the same in PM tool. (c) IE shall monitor all the activities related to Site Survey & Planning Network Design of Gujarat State PIA RFPs (TENDER ID : 310787) and shall validate all the reports and other submissions made by the PIA (hard and soft copies).	Within 5 working days after receipt of Survey report and BoQ for a block

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			alternate technology (Digital Micro Wave (DMW), Unlicensed Band Radio (UBR) or Free Space Optic(FSO) or any other) on a case-to-case basis on the terms and conditions mentioned in the tender document number_310787 or agreement of GFGNL. (d) IE shall validate and recommend if PIA submits a request to GFGNL for the use of linear architecture on case-to-case basis on the terms and conditions mentioned in the tender document number_310787 or agreement of GFGNL. (e) IE shall scrutinize and validate the block-wise site survey reports (for existing network upgration, new network construction and leasing of OFC) submitted by PIA and ensure the same are aligned with the guidelines mentioned in the state PIA RFP, mentioned above or		

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			agreement of GFGNL. (f) Technical scrutiny of survey reports on GIS map will include checking and verification of design, Bill of Material(BOM) and Bill of Quantity (BOQ) and the network design architecture as per the instructions issued by GFGNL from time to time. IE shall validate design of network and GP. (g) IE shall validate/ ensure the optimal/ shortest path for the creation of the ring during survey and planning phase. (h) IE shall validate the survey conducted by PIA for civil, power, and electronic infrastructure at GP, sub-Block, Master Block(co-located at Sub-block), SNOC and subsequent design acceptance by GFGNL. (i) IE shall validate the optimized route length, Bill of Material(BOM) and Bill of Quantity (BOQ) required for optical		

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			fibre cable, IP-MPLS/ OLT equipment, power equipment and other accessory requirements. (j) IE shall validate the adequacy and reasonability of space and power requirements for passive and active network elements for GP, Sub-Block, Master Block(co-located at Sub-block) and State Network Operations Centre (NOC). (k) IE shall validate and recommend for approval, the BOM, BoQ and detailed network design required for active (e.g. IP-MPLS, NOC equipment etc.) and passive network elements (e.g. OFC, duct, accessories,power etc.) for GPs and Block(Sub-Block and Master Block) locations and NOC. (l) IE shall ensure the survey data is mapped in the GIS and verify the L-14 and other documents. IE shall		

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			validate network diagram, including both High- and Low-Level Design (HLD & LLD).		
3	Issuance of Firm Work Order (FWO)	the survey report and BOQ approval by GFGNL	(a) IE shall assist GFGNL in preparation and issuance of firm work orders to be given to PIA after site survey.		

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
4	MATERIAL INSPECTION	On confirmation from PIA about material supply	(a) IE shall be responsible for all material inspection at factory and field including all active and passive infrastructure, radio, etc.)/materials, before supply at site and shall update the same in PM tool. (b) IE will counter-sign on the material receipt form/ Delivery Challan for material and shall update the same in PM tool (c) In case material delivered by PIA is found to be faulty, IE shall immediately notify GFGNL & PIA about rejection of the partial/ complete delivery of material by PIA		Within 5 working days after receipt of confirmation from PIA.

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
5	OFC Laying	Issuance of Firm Work Order to PIA.	(a) IE shall coordinate with PIA for detailed planning of the OFC laying and resource deployment; (b) IE shall provide necessary support, wherever required, to coordinate with Power distribution companies on behalf of GFGNL along with PIA for laying of Aerial OFC on existing power distribution poles; (c) IE shall monitor the progress of OFC laying and end to end connectivity; (d) IE shall respond to the issues raised by PIA on the message board/PM Tool itself. (e) IE shall inspect and verify Measurement Books (MB) on regular basis as per the process defined in PIA RFP. Measurement Book would include sections for length, depth, method of trenching e.g. open trenching, Horizontal Directional Drilling (HDD), boring, etc., length of PLB used, length of fibre used, etc.		Within 5 working days of submission of details (work progress report) by PIA.

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			(f) IE shall inspect the proper installation and routing of the fibre optic cables and validate the cable laying techniques, cable tension, bend radius, and protection measures. In addition, IE shall verify the active/ passive materials as per design. (g) IE shall inspect the fibre splicing and termination process as and when required by GFGNL, and validate quality of the splices, connectors, and closures to ensure reliable and low-loss connections as per engineering instructions. (h) IE shall update all its assigned activities in the Project Management Tool and also ensure that the mapping of PIA activities in PM Tool is done by PIA timely; (i) IE shall ensure that the RoW applications are made in time by PIA and approvals are received in time and follow up with the		

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to concerned agencies on behalf of GFGNL, wherever required	Additional References	Timelines

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
6	Telecom Grade Shelter Infrastructure Scope	Issuance of Firm Work Order to PIA and /or Requirement validation for new shelter or upgradation cases informed by PIA or GFGNL and or Submission of survey reports and design documents/Pre-commissioning and readiness for inspection and /or testing Submission of acceptance test readiness and/or Submission of invoices for executed works and/or Completion stage requiring certification and handover	Verification, validation, inspection, testing, and certification of shelter infrastructure works. Ensuring compliance with approved designs, locations, technical specifications, and contractual provisions. A. Planning, Survey & Design Validation Validate need for new/upgrade shelters , Verify site survey reports (location, accessibility, feasibility),Review design documents, drawings, and BoQ, Ensure compliance with relevant standards and guidelines B. Civil, Power & Infrastructure Verification Inspect civil works (foundation, structure, roofing, finishing), Ensure construction as per approved drawings,Check material quality and workmanship, Verify electrical systems (AC/DC, UPS, batteries, panels),	a)Refer to RFP ,"GFGNL/GFG/e-file/263/2026/0070/Phase-III(ABP in Gujarat) , tender ID : 310787 for Gujarat State" The document details are available on nProcure and GFGNL website, i.e., https://bharatnet.gujarat.gov.in/tenders ." dated 04.06.2026 with all pre-bid clarifications/ amendments/corrigendums. b) Applicable national/international engineering standards, c) OEM guidelines for equipment installation, d)Electrical safety standards and EHS norms e)Approved drawings, BoQ, and contractual provisions	Design & Survey Validation: Within 5 working days of submission of details (work progress report) by PIA or informed by GFGNL Monitoring: Continuous during execution phase Inspection & Testing: Before commissioning/readiness stage. Certification: Post successful testing and compliance verification,Within 5 working days of submission of details (work progress report) by PIA or informed by GFGNL Invoice Verification: Within 5 working days of submission of details by PIA or informed by GFGNL

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			Ensure earthing and grounding compliance, Validate power backup and redundancy, Check electrical safety compliance, Verify readiness for equipment installation, Inspect racks, cable routing, space utilization, Ensure ventilation, cooling, and cleanliness, Validate compliance with OEM and engineering standards C. Inspection, Testing & Acceptance Develop Acceptance Testing procedures, Conduct inspection/testing of: Civil structures, Power systems, Active & passive infrastructure, Identify defects and ensure rectification, Issue Provisional/Final Acceptance Certificates, Verify As-Built Diagrams, Ensure GIS mapping accuracy, Validate project documentation completeness, Ensure adherence to EHS		

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			and safety standards D. Invoice Verification Validate executed work against BoQ and milestones, Verify quality, quantity, and compliance, Provide independent recommendations, Certify invoices for GFGNL processing		

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
7	Installation and Integration	Notification of civil and electrical work by PIA:	(a) IE shall coordinate with PIA for detailed planning of the equipment installation and commissioning. (b) IE shall audit installation and commissioning of active equipment on site location to ensure that best practices are being followed. (c) IE shall inspect, verify and certify the installation & integration of NOC. IE shall also inspect and accept construction of civil and installation of power/ electrical infrastructure at site location to ensure best practices are followed. (d) Based on the audit, IE shall raise critical, major and minor service affecting / non- service affecting issues. (e) IE shall ensure that the equipments are integrated and made visible in EMS/NMS by PIA. (f) IE shall inspect the project and report any lapses, defects or deficiencies in project implementation to the		Within 5 working days notification of civil and electrical work by PIA

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to GFGNL and PIA.	Additional References	Timelines
8	Acceptance testing and commissioning	Notification on active and passive network elements have been installed on site by the PIA:	(a) IE shall prepare the Acceptance Testing (AT) procedures according to good industry practices and standards. IE shall be responsible to get it approved from GFGNL. (b) IE shall prepare the acceptance testing template and will conduct Acceptance Testing (AT) such as Depth AT, Fibre AT, Equipment AT etc. (c) IE shall test and verify the OTDR testing as per AT Procedure. (d) IE shall ensure that all the fibres are spliced and terminated as per the approved engineering instructions. (e) IE shall propose to declare the commissioning of the	a)Refer to RFP ,"GFGNL/GFG/e-file/263/2026/0070/Phase-III(ABP in Gujarat) , tender ID : 310787 for Gujarat State" The document details are available on nProcure and GFGNL website, i.e., https://bharatnet.gujarat.gov.in/tenders ." dated 04.06.2026 with all pre-bid clarifications/ amendments/corrigendums.	Within 5 working days notification on active and passive network elements by PIA. In case of activity noted above at point no (g), timeline will be of 10 working days.

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			network as per the laid down procedure. (f) IE shall propose to issue an acceptance certificate for each successfully completed Gram Panchayat. (g) The IE shall inspect and validate the State-NOC, setup by the PIAs, in accordance with the technical specifications and functional requirements mentioned in the PIA Tenders and shall also validate integration of all the active elements along with EMS in the package with S-NOC and integration of S-NOC and EMS(s) with C-NOC. IE shall also validate and approve all NOC related functional S-NOC (covering BharatNet existing network for upgradation and new network for creation) with BharatNet Central NOC (C-NOC) at Delhi and Bangalore. (h) IE shall validate that Block and GP rings are visible in		

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			NOC and perform acceptance testing. (i) IE shall also provide a Provisional Acceptance Certificate as per the provisions set in the PIA RFPs (TENDER ID : 310787) released for Amended BharatNet Program. (j) IE shall inspect the project and report any lapses, defects or deficiencies in project implementation to the GFGNL and PIA.		
10	ABD and GIS Mapping	Design document preparation by PIA	(a) IE shall verify the As Build Diagrams (ABDs) submitted by PIA and other documents such as L-14 etc. (b) IE shall ensure mapping of ABDs on GIS as per the prescribed procedure. (c) IE shall ensure updation and validation of ABDs on GIS as and when required during the Contract Period. (d) IE shall thoroughly review the video recording conducted by PIA during the		Within 2 working days after invoices submission by PIA

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			Optical fibre laying.		
11	Certifying Invoices and Assessing Penalties	Block(Sub-Block, Master Block)/GP milestone completion by the PIA	(a) IE shall ensure that during the construction phase, PIA shall raise invoices based on project milestones and IE shall evaluate invoices and determine penalties, if any, and certify the same. (b) IE shall ensure that for the operation and maintenance carried out by the PIA , it validates compliance with Service Level Agreements (SLAs). IE shall accordingly evaluate the invoices generated and determine penalties, if any, and certify the same. (c) The submitted invoices shall be validated/ certified by Project Director who shall be a permanent employee of Sole or Lead bidder. The invoices shall be verified as a hardcopy with a signature of the		Within 5 working days after invoices submission by PIA

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			person carrying out the verification. Approved invoices shall be submitted to GFGNL for final approval and for initiating payments to the PIA. IE shall comply with any paperless/ digital workflows that GFGNL shall prescribe during the Contract Period.		
12	Environment, Health, and Safety (EHS) Compliance		IE shall ensure EHS compliance by the PIA.		
13	Delay during Project		PIA shall validate / maintain all entries in the online Message Board-PM Tool, ensuring adherence to PIA RFP guidelines and comprehensive documentation of hindrances impacting project milestone and SLAs. The Independent Engineer shall be responsible to determine, based on the progress reports submitted by the PIA, that the rate of progress of development works and/ or upgradation works is such that construction	a)Refer to RFP ,"GFGNL/GFG/e-file/263/2026/0070/Phase-III(ABP in Gujarat) , tender ID : 310787 for Gujarat State” The document details are available on nProcure and GFGNL website, i.e., https://bharatnet.gujarat.gov.in/tenders ." dated 04.06.2026 with all pre-bid clarifications/ amendments/corrigendums.	

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			completion date or the relevant project milestone under the Project Completion Schedule respectively, is not likely to be achieved by the Scheduled Completion Date. IE shall notify the GFGNL and PIA to this effect with proper reasons/ justification at least 30 days before from relevant project milestone. Additionally, the IE will collaborate with PIA to seamlessly transition manual hindrance register entries to the PM Tool upon its implementation by GFGNL, maintaining accuracy and transparency throughout the project		
14	Hand-back Phase	Completion of Contract Period	IE need to refer the respective RFPs (Request for Proposal) floated by GFGNL for selection of PIA for amended BharatNet program in the Gujarat under this IE RFP		
15	Dispute Resolution		IE shall take active part in Dispute Resolution Committee (DRC) and Dispute Adjudication Board		

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			(DAB) formed for the dispute resolutions as per PIA's RFP dispute resolution mentioned in the RFP.		
16	Test for Quality Assurance		(a) For determining the conformity of Development Works and/ or the Upgradation Works and/ or the O&M works to the Agreement and Specifications and Standards, the Independent Engineer shall require the PIA to carry out or cause to be carried out tests, at such time and frequency as may be specified by the Independent Engineer from time to time in accordance with Good Industry Practice for quality assurance. The Independent Engineer shall prepare the test report and shall submit same to GFGNL. (b) In the event that results of any tests conducted, establish any defects or deficiencies in the Development Works and/or the		

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			Upgradation Works and/or the O&M works, the PIA shall carry out remedial measures within 30 days and furnish a report to the Independent engineer in this regard. The Independent Engineer shall verify that such remedial measures have brought the development works and/or the upgradation works and/or O&M works into compliance with specifications and standards and the procedure shall be repeated until such development Works and/or the upgradation works and/or O&M works conform to the specifications.		

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
17	Inspection and Audit from Central NOC (C-NOC)		(a) IE shall leverage C-NOC applications to review and assess applicable penalties for non-compliance to Service Level Agreement (SLAs) and Quality of Service (QoS) parameters for PIA. (b) IE shall be responsible to validate Key performance Indicator (KPIs) as per agreement between PIA and GFGNL and evaluate the applicable penalties at C-NOC. (c) IE shall be responsible to validate accurate details of PIAs activities such as installation, integration, acceptance of GPs and completion of blocks(sub-blocks, master blocks) and upload relevant document at C-NOC. (d) IE shall validate the uploaded video recording and snapshot with measurement book by PIA during the implementation of OFC and installation		Within 5 working days after confirmation from GFGNL

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			of equipments at GPs and blocks(Sub-Blocks,Master Blocks). (e) IE shall verify/validate Measurement Book of PIA for all activities getting updated at C-NOC. After verification of measurement book at C-NOC. (f) IE shall be responsible to upload OTDR & LSPM reports of OFC which is completed during Acceptance Testing. (g) IE shall validate the project progress using the Project Monitoring (PM) tool to authenticate invoices for PIA work. (h) IE shall be required to collaborate with PIA to ensure the block-wise updation of GIS data (as and when required) at C-NOC.		
18	FTTx Connectivity		IE shall ensure to validate number of connection connected for FTTx connectivity and verification of eligible BNU including invoice based on digital verification and		Within 5 working days after confirmation from GFGNL

#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			sample base field verification		
19	Software like GIS and NMS		The IE shall conduct an independent audit of the GIS and NMS platform implemented under the project to ensure accuracy, performance, security, and compliance. Scope of GIS and NMS Audit shall include: a) Data Validation: - Verification of spatial and attribute data accuracy, completeness, and consistency b) Software Functionality: - Testing of GIS and NMS applications, modules, dashboards, and custom tools c) Performance Testing: - Evaluation of system response time, load handling, and uptime		Within 5 working days after confirmation from GFGNL

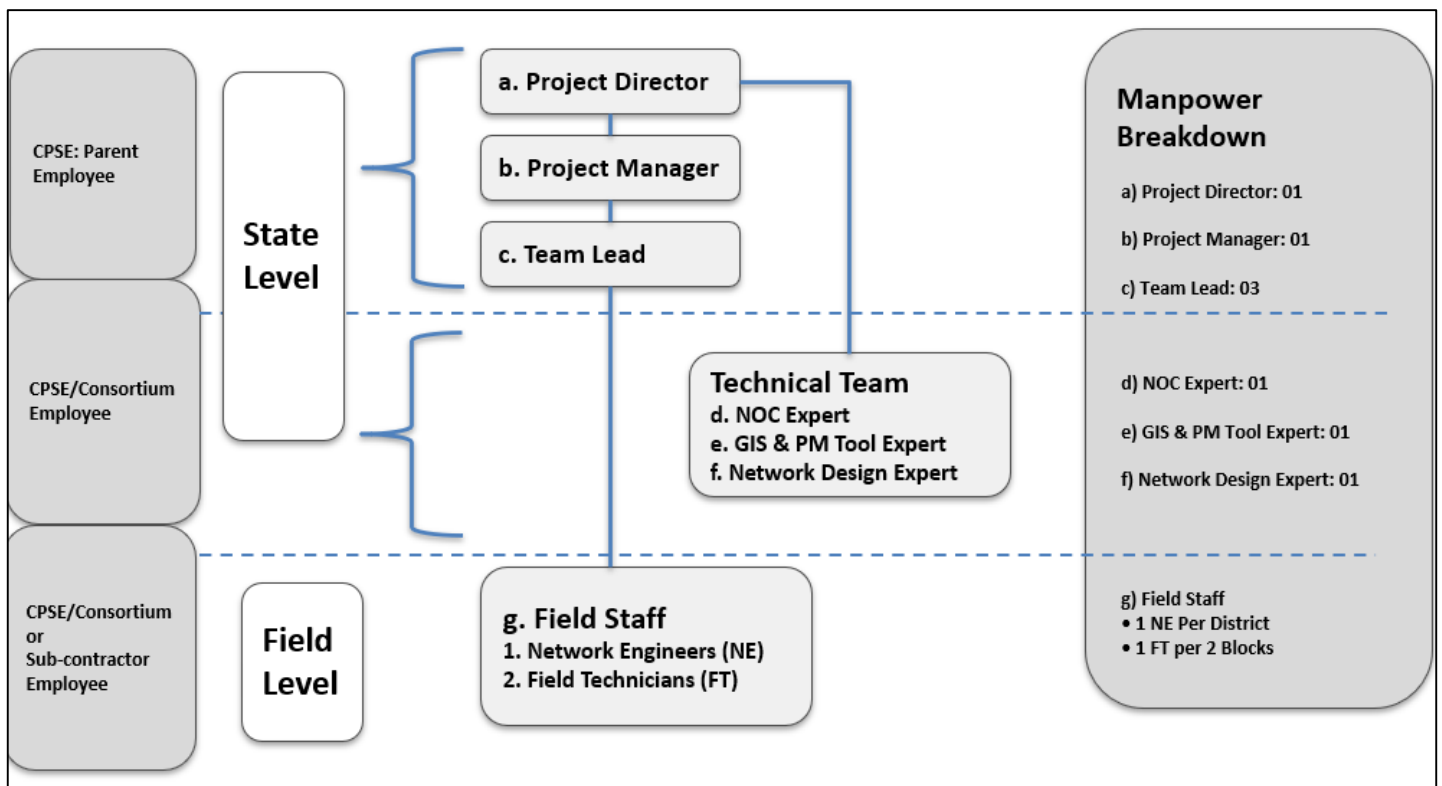
#	Scope Of Work	Activity trigger for IE	IE shall be responsible for below activities however not limited to	Additional References	Timelines
			d) Security Assessment: - Audit of user access controls, data security, and system vulnerabilities e) Integration Testing: - Validation of GIS and NMS integration with other project systems (OSS/BSS/MIS) f) Process & Workflow Review: - Assessment of data update workflows and governance mechanisms g) Compliance Verification: - Ensuring adherence to RFP requirements, industry standards, and policies		

3.4 Manpower deployment

- a. IE shall deploy a team of dedicated resources for the entire duration of the contract as per the skill set mentioned in the Resource requirement table. The technical skills of the proposed resources should be inline with the terms and conditions mentioned in the ABP GFGNL PH-III RFP and subsequent corrigenda.
- b. IE shall communicate the details of deployed representatives to GFGNL at least 7 days before the scheduled start date of work for the respective Block.
- c. IE shall designate one senior official to coordinate with the corporate office of GFGNL. In case IE does not have their office in locations of GFGNL, one senior level personnel should be stationed in those locations for day to day coordination activities between GFGNL and IE.
- d. IE shall deploy the required field team for supervision, quality review and quantity review of work undertaken by PIA.
- e. Over and above the mentioned scope, the IE shall monitor & ensure that the implementation being carried out by appointed PIA for BharatNet Phase-III project is as per the Scope, service levels & other terms & conditions laid down in the RFP & the contract agreement entered by PIA with GFGNL in the RFP.
- f. IE would be required to coordinate with all the stakeholders and support the GFGNL while interacting with various agencies (internal and external) during the project.
- g. IE field resource deployment will be in response to and in sync with the project execution and mobilization plan of the PIA. The PIA shall intimate GFGNL 15 days in advance about the work plan in the state. GFGNL will intimate IE at least 7 days before the planned commencement of work by PIA. The IE would be required to deploy an appropriate Team in the field within this time period before the commencement of work, for those blocks where PIA's work is scheduled to start.
- h. Bidder has to provide the list of proposed key personnel and their CVs as per format prescribed in 8.14 CV format , duly countersigned by HR Head of Sole Bidder or Lead Bidder of consortium. Any changes in key personnel deployment will have to be approved by GFGNL

- i. The manpower requirement mentioned in Resource requirement table, is the minimum requirement. The PMA may assess the manpower requirement at different stages of the project and increase the number of personnels at any level to meet the timeline(s) of project activities without compromising the quality of output to avoid penalties, as per scope of work.
- j. Conduct:
 - 1 The IE shall provide all necessary supervision during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract
 - 2 IE will deploy its resources on all sites that are being implemented simultaneously for daily monitoring and reporting of progress on those sites as per the scope of work detailed above
 - 3 Resources from a site may be redeployed to other sites once the site has been completely implemented and commissioned.
 - 4 The IE shall maintain proof of attendance of all personnel deputed at various sites. If at any time so required by GFGNL, during any stage of execution of work, during recording / checking / test checking of measurements of works and whenever so required by the GFGNL, the same should be available for inspection by GFGNL. The personnel(s) shall not look after any other work apart from those mentioned in the Scope of work of IE
 - 5 Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by IE to all deployed resources
 - 6 The field manpower deployed under this project may be required to undertake multiple and/or repetitive field visits as necessitated by project requirements. The successful bidder shall ensure that such revisits are carried out without any additional cost to GFGNL.
 - 7 All deployed Site In-charge should have a tablet/smart phone.
 - 8 All resources deployed at the District or Zonal level should have a laptop with internet connection.
 - 9 Boarding, lodging, transportation and all other expenses of the deployed resources are to be borne by IE
 - 10 GFGNL shall be at liberty to object to and require the IE to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by GFGNL to be undesirable. Such person shall not be employed again at works site without the written permission of GFGNL and the persons so removed shall be replaced as soon as possible by competent substitutes.

11 Work Breakdown Structure for Independent Engineer:



Roles and responsibilities Matrix:

S N.	Activity / Deliverable	Lead Partner	Consortium Partner
1	Overall Contract Management	R/A	C
2	Project Governance & Steering Committee Coordination	R/A	C
3	Deployment of Project Director (01)	R/A	-
4	Deployment of Project Manager (01)	R/A	C
5	Deployment of Team Leads (03)	R/A	R
6	Preparation of Project Monitoring Framework	R/A	C
7	Progress Review & Reporting	R/A	R
8	Compliance Monitoring of SLA/KPI	R/A	R
9	NOC Monitoring & Performance Assessment	C	R/A
10	GIS & PM Tool Validation and Monitoring	C	R/A
11	Network Design Validation & Audit	C	R/A
12	Technical Due Diligence	C	R/A
13	Network Architecture Review	C	R/A
14	Verification of Deliverables & Milestones	R/A	R
15	State-Level Monitoring Dashboard	R	R/A
16	Field Supervision & Inspections	A	R
17	Deployment of Network Engineers (District Level)	C	R/A
18	Deployment of Field Technicians	C	R/A
19	Site Survey & Physical Verification	C	R/A
20	Quality Assurance & Acceptance Testing Support	R	R
22	Client Coordination	R/A	C
23	Invoice Certification Support	R/A	R
24	Knowledge Management & Documentation	R	R
25	Final Project Closure Report	R/A	R

Manpower Ownership

Position	Indicative Ownership
Project Director (01)	Lead Partner
Project Manager (01)	Lead Partner
Team Lead (03)	Lead Partner
NOC Expert (01)	Consortium Partner
GIS & PM Tool Expert (01)	Consortium Partner
Network Design Expert (01)	Consortium Partner
Network Engineers	Consortium Partner
Field Technicians	Consortium Partner / Sub-contractor

Legend

- **R** = Responsible (Executes the activity)
- **A** = Accountable (Final ownership)
- **C** = Consulted

Resource requirement table during Project phase:

SN	Level	Resource type	Qualification	Min. no of Resource
1	Central	Project Director	The Project Director will primarily be responsible to oversee the entire project at the State level ensuring adherence to timelines, budgets, and quality standards. He/she should have the following qualification/experience: He/she shall report to GFGNL Director. He/she should have the following qualification/experience: BE/ BTech/ MTech or MBA in any stream (preferably Electronics & Communication/Electrical & Electronics/Civil or equivalent recognized by AICTE/UGC/Ministry of HRD) Minimum 15 years of experience in project management, preferably in telecommunications/ ICT or any other infrastructure projects. Project Director must be a permanent staff of the Sole bidder or Lead Bidder of the consortium and should be deployed within 15 days of Appointed Date.	1
2	Central	Project manager	The Project Manager will primarily be responsible to coordinate project activities within state ensuring timely execution of tasks, resource allocation, and risk management. He/she will report directly to the Project Director. He/she should have the following qualification/experience: BE/ BTech/ MTech or MBA in any stream (preferably Electronics & Communication/Electrical & Electronics/Civil or equivalent recognized by AICTE/UGC/Ministry of HRD) Minimum 10 to 12 years of experience in project management, preferably in telecommunications/ ICT or any other infrastructure projects. Project Manager must be a permanent staff of the Sole bidder or Lead Bidder of the consortium and should be deployed within 15 days of Appointed Date.	1
3	Zone	Team Lead	The Team Lead will primarily be responsible for overseeing the technical aspects of the project within the assigned package. This includes providing guidance and support to Network Engineers (NE) and Field Technicians (FT), ensuring adherence to technical standards and specifications, troubleshooting technical issues, and coordinating with other team members to ensure smooth project execution. He/she should have the following qualification/experience: - BE/BTech or MCA or MTech preferably Electronics & Communication/Computer Science/Information Technology/Electrical & Electronics or equivalent recognized by AICTE/UGC/Ministry of HRD - Minimum 6 years of experience in	1 per two Zone

SN	Level	Resource type	Qualification	Min. no of Resource
			telecommunications project management or technical leadership role, with a strong understanding of network infrastructure and technologies specifically GPON/IP-MPLS implementation, installation and configuration.	
4	District	Network Engineer	Network Engineer will assist in the design, deployment, and maintenance of network infrastructure. He/she will troubleshoot network issues, optimize performance, and implement security measures with major focus on quality check. He/she should have the following qualification/ experience: · BE/BTech degree in Electronics & Communication/Computer Science/Information Technology/Electrical & Electronics or Equivalent recognized by AICTE/UGC/Ministry of HRD · Minimum One year of relevant Post Qualification working experience in IT/Telecommunication Systems/Optical Fibres if holding a B.E./B. Tech degree OR · Three years Diploma or Equivalent recognized by AICTE/UGC/Ministry of HRD. · Minimum 6 years of Post Qualification working experience in IT, Telecommunication Systems, Optical Fibre, etc. if holding a Three years Diploma.	1 per District
5	Block	Field Technician	Field level engineer will support field operations by assisting in equipment installation, maintenance, and troubleshooting majorly focusing on quality check. He/she will follow safety procedures and report any issues to the Team Lead. He/she should have the following qualification/experience: · At least 10th passed under the 10+2 system and completed a Diploma course in Electronics Mechanic/Electrician/Information Communication Technology System Maintenance/Instrument Mechanic trade from an ITI or similar institute recognized by NCVT/SCVT with a minimum of 60% marks. · At least 1 year of on-field experience as field technician or experience of 1 year Apprenticeship.	1 per two block

SN	Level	Resource type	Qualification	Min. no of Resource
6	Central	GIS & PM tool Expert	The GIS & PM Tool expert will primarily be responsible for Geographic Information System (GIS) mapping and spatial analysis to support network planning and design. This includes verification of As Build Diagrams (ABDs) submitted by PIA, ensure mapping of ABDs on GIS by PIA, etc. He/she will also be responsible for overseeing the implementation, customization, and administration of project management software at the State NOC level. He/she will generate reports to monitor project progress and ensure the accuracy and integrity of data within the PM tool database. He/she should have the following qualification/experience: · BE/BTech/ MCA degree in Electronics & Communication/Computer Science/Information Technology/Electrical & Electronics or Equivalent recognized by AICTE/UGC/Ministry of HRD. · Professional Experience of at least 6 years in total in GIS-related role & in administering and implementing project management software/tools. · He / She must be deployed within 15 days of Appointed Date.	1
7	Central	NOC Expert	The NOC expert will primarily oversee the implementation and operation of Network Management Systems (NMS), Element Management Systems (EMS), and Operational Support Systems (OSS) at the State NOC. He/she will ensure efficient network monitoring, fault management, and performance optimization. He/she should have the following qualification/experience: · BE/BTech/ MCA in Electronics & Communication/Computer Science/Information Technology/Electrical & Electronics or equivalent recognized by AICTE/UGC/Ministry of HRD. · Professional Experience of at least 6 years in implementation & operations, maintenance. · He / She must be deployed within 15 days of Appointed Date.	1

SN	Level	Resource type	Qualification	Min. no of Resource
8	Central	Network Design Expert	The Network Design Expert will primarily be responsible to oversee the Network Design and installation of equipment at project sites, ensuring proper configuration and functionality. He/ she will be responsible for validation of router end-to-end configuration including their reachability to S-NOC and C-NOC for monitoring. He/ she should have the following qualification/experience: · BE/BTech/ MCA degree in Electronics & Communication/Computer Science/Information Technology/Electrical & Electronics or Equivalent recognized by AICTE/UGC/Ministry of HRD. Should have CCNP cetification. · Professional Experience of at least 6 years in IP-MPLS equipment installation, testing, troubleshooting etc. · He / She must be deployed within 15 days of Appointed Date.	1

Count:

Role	Count
Project Director	1
Project Manager	1
Team Lead	3
Network Engineer	34
Field Technician	135
GIS & PM Tool Expert	1
NOC Expert	1
Network Design Expert	1
Total	177

SECTION-4 ELIGIBILITY CRITERIA

4.1 BID EVALUATION PROCESS

The bids would be processed in the following sequence:

Stage-I: Tender Fee, EMD, Integrity pact, Authorization.

Stage-II: Bidder's qualification stage:

The purpose of this stage is to examine financial strength, execution credentials, quality certifications, Land border regulations and etc based on submissions as evidentiary proofs specified in the Pre-qualification criteria section. Any shortfall in the specified benchmarks is a good reason to disqualify bidder at this stage.

Stage-III: Bid qualification stage:

- I. The purpose of this stage is to examine available bid capacity related commitments for Gujarat, Understanding of Scope, Deliverables Approach, Proposed Strategy and Methodology of project planning, Key personnel proposed to be deployed, proposed tools/applications to be used to make its deliverables most efficient and effective by the IE (to be evaluated on the basis of written submission & Interview/ Presentation to the Selection Committee)..

4.2 PRE-QUALIFICATION CRITERIA

- I. The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, any Bidder applying individually or as a member of a Consortium, as the case may be, cannot be member of another Bidder applying for the same. The term Bidder used herein and, in this RFP, would apply to both a single entity and a Consortium.
- II. In case of consortium bids, there shall be a lead bidder who shall put in bid on behalf of consortium and lead bidder shall be responsible for meeting all the tender terms and conditions and obligations, while the consortium partner shall also be responsible for meeting all tender terms and conditions for its deliverables.
- III. In case of Consortium, the number of bidders including Lead Bidder can be maximum two.
- IV. The Bidder must attach valid documents in support to their Technical and Financial capabilities/ strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable for rejection.
- V. Following are the common criteria for eligibility for submitting bids in the tender for the purpose of tender evaluation.

#	Description	Minimum Requirement	Documentary Proof
1	Legal Entity	1 The Sole and each of the Consortium members should be an Indian firm. 2 The Sole or each of the consortium members(all) including Lead Bidder (in case of consortium) should be registered under the Companies Act 1956/2013 in India or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 or as amended at the time of the bidding submission date. 3 The Sole or each of the consortium members should have a registered number of, GST, Income Tax / Pan number. 4 The Sole and each of the consortium members should be in operation in India for a period of at least 3 years as on publication of this tender. 5 The Sole Bidder or Lead member of the Consortium should be a CPSE or State PSU.	1. Copy of certification of The Bidder or each of the consortium members shall submit. • Copy of Certification of Incorporation / Memorandum of Association (MoA) and Articles of Association (AoA)/ registration certificate with LLP agreement • Copy of PAN card • Copy of GST Registration 2. Consortium agreement in case of Consortium bid [format of agreement as per 8.20 of section 8. 3. Certificate from CA of the Company for operations for at least 3 years in India.
2	Company Turnover	For Sole Bidder: The Sole Bidder shall have an average annual turnover of at least INR 100 Crore during the last three audited financial years, namely FY 2023-24, FY 2024-25, and FY 2025-26. For Consortium Bidders: Cumulative turnover of Rs 100Cr (The Lead Member of the Consortium shall have an average annual turnover of minimum INR 50 Crore during the last three audited financial years, namely FY 2023-24, FY 2024-25, and FY 2025-26. And Consortium Partner shall have a minimum average annual turnover of INR 25 Crore during the same period.	The Sole Bidder and In case of Consortium (lead bidder and Consortium member) shall submit, For Annual Turnover: a) Copy of audited Balance Sheet, audited Profit & Loss statements for each of the last 3 financial years b) Copy of Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover for each of the last 3 audited financial years, i.e. FY 2023-24, FY 2024-25, and FY 2025-

#	Description	Minimum Requirement	Documentary Proof
			26 c) Self Certification to be signed by Company Secretary/ Statutory Auditor on company's letter head mentioning the required shareholding.
3	Net Worth:	The Net worth of the Sole Bidder or Lead member of the consortium shall be positive as per the audited financial results for the last financial year i.e. 2025-26. Note: In case of Consortium, each member of the consortium should have positive Net Worth. All the consortium partners can meet the Net worth criteria cumulatively.	For Positive net worth: a) Certificate from the Statutory Auditor on net worth i.e., FY 2023-24, FY 2024-25, and FY 2025-26)
4	Experience	The Sole Bidder or members of the Consortium (jointly) shall have completed Network Acceptance Testing/ Third Party Audit/ Project consulting/ Project Management consisting of at least 10,000 km of OFC network as on bid submission date after 01.04.2018 till bid submission date. Note: If the bidder does not have above mentioned OFC network experience, it can meet the criteria if it has completed Acceptance Testing/Third Party Audit/ Project consulting/ Project Management of same quantity for underground utility works (gas/ sewage/ water pipelines/ electrical cables).	The Bidder (The Sole or lead bidder (in case of consortium) or any of the consortium member) shall submit: Certificate from the client on its letterhead clearly mentioning the Experience/ Work Completion details (and) Corresponding Work Order from the client (Highlighting the Scope of Work/ services clearly)
5	Active Equipment's	The Sole Bidder or members of the Consortium (jointly) shall have completed Network Acceptance Testing/Third Party Audit/ Project consulting/ Project Management consisting of at least 1,000 active nodes after 01.04.2018 till bid submission date. Note: The active nodes to be considered for this criterion can be IP MPLS Routers(other then FTTx/Wi-Fi CPE)/ Layer-3 Switches/ BNGs, PTNs/CPANs/ DWDM/ OLTs of 16 or more ports, and OTN.	The Bidder shall submit: Certificate from the client on the letterhead of the client clearly mentions the technology and the no. of nodes connected. (and) Corresponding Work Order from the client (Highlighting the Scope of Work/ services clearly) from the date of appointment
6	Software Experience	The bidder should have experience in execution/consultancy/independent engineering/project management/third party	Work Order/ Agreement along with Completion Certificate or Client Certificate mentioning

#	Description	Minimum Requirement	Documentary Proof
		audit of at least one telecom/network infrastructure project during the last seven (7) years involving Network Management System (NMS/OSS) and GIS-based network mapping/asset management systems. The scope should include testing, verification, monitoring, integration, acceptance testing, or audit of such systems.	relevant scope.
7	Mandatory Undertaking	The Sole, and any of the consortium members & OEM shouldNot have been blacklisted/debarred/ terminated by Ministry of Communication or GFGNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE)/ MoF dated on 2nd Nov 2021/ Central Government / Any State Government / Urban Local Body (ULB) /SmartCity (SPV)/ Supreme Court of India / Any government / PSU in India as on the date of bid submission. 2 Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. 3 The Sole/lead Bidder (in case of consortium) should have at least one office in Gujarat. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 15 days from the date of issue of work order if he is awarded the work 4 The bidder(sole bidder and any of the consortium member) not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or	An undertaking signed by CEO/ Country Head/ Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public.

#	Description	Minimum Requirement	Documentary Proof
		not have been otherwise disqualified. 5 The bidding entity(sole bidder and any of the consortium member) must not have been found guilty of any criminal offence by any court of law, in the last five (5) years	
8	Manpower	The Sole Bidder or the Lead Member of the Consortium shall, in accordance with the resource requirements and Work Breakdown Structure (WBS) specified in Section 3.4, have the required resources on its payroll for at least one year prior to the month in which this Tender Notice is issued.Note: 1. Requirement for submission of CVs: - The CVs for the following roles must on the payroll of Lead bidder and CV shall be submitted along with the bid: - Project director - Project manager - Team Lead - The bidder shall submit the CVs of Technical Team (<i>NOC (OSS/BSS), GIS/PM tool and Network Design experts</i>) within 30 days from the date of award of work order. - The field technical team shall be on the payroll of Sole bidder or any member of the consortium. - However, the IE shall deploy the resources within 15 days of the Appointed date, as per resource requirement Work Breakdown Structure (WBS) mentioned in Section 3.4	The Bidder or each of the consortium members shall submit: An undertaking signed by CEO/ Country Head/ Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public. Certificate from Head of Human Resources (HR) along with list of employees along with their qualification and experience eligible under this clause. CV of the employees.
9	Land Border	The Sole Bidder- or each of the consortium members (in case of consortium) from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with Competent Authority as per OM No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, GoI	Self-certification from sole or lead & each of the consortium members on Non-Judicial stamp of Rs. 300/- in the prescribed format (Format–VIII, separately.
10	Certification	The bidder(sole or lead & consortium members) should submit at least one distinct certification from any of the below Certifications (valid at the	Copies of valid certificates in the name of the bidding entity

#	Description	Minimum Requirement	Documentary Proof
		time of bidding): • CMMI- Process Level 3 or above • ISO 9001:2015 • ISO 27001 for Information Security Management Systems • ISO/IEC 20000	
11	Bharatnet Project	If a bidder (sole or lead & consortium members) has been declared as non-performer in any DIGITAL BHARAT NIDHI(DBN) project(s) such as BharatNet Project and 4G saturation project, on the bid submission date, such bidder shall stand not eligible to submit the bid for this tender.	A Self-declaration for not being declared as non-performer in any DIGITAL BHARAT NIDHI(DBN) project(s) shall be submitted by Sole or all the members, in case of consortium bidder.
12	Relationship/Conflict Of Interest	The Bidder or any member of the Consortium shall not be a Project Implementation Agency (PIA) or its consortium partner for implementation of Amended BharatNet Program. The Bidder or any member of the Consortium shall not have any direct or indirect relationship with PIAs concerning the implementation of Amended BharatNet Program.	A Self-declaration is required from Bidder and all members of the Consortium

Note:

- i. The Bidder must attach valid documents in support to their Technical and Financial capabilities/ strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable for rejection.

4.3 Technical Qualification Criteria

Technical evaluation shall be conducted only for those bidders who are found compliant with the Eligibility Criteria. The Technical Evaluation Committee (TEC), based on the technical evaluation framework specified in the tender document, shall evaluate each proposal and assign a technical score in accordance with the technical evaluation criteria specified below.

- a) Bids of Bidders whose Pre-qualification proposal does not meet the set criteria shall be rejected forthwith.
- b) Bids shall be summarily rejected due to incomplete documentation or late receipt.

- c) **Responsive Bids shall be evaluated both in terms of ‘Quality / Technical’ as well as ‘Quoted Price’ i.e. Quality & Cost Based Selection (QCBS) methodology. The weightage for the ‘Quality’ is 70 (seventy) and the weightage for the ‘Quoted’ price is 30 (thirty).**
- d) **Bidder scoring over-all highest weightage “Evaluated Bid Score” will be declared / selected as H1**

	Item for Selection	Max.Marks (Out of total 100)															
1	Turnover: Audited Average annual turnover of the Sole Bidder or Lead member of the consortium for the last three financial years i.e. FY 2023-24, FY 2024-25, FY 2025-26. <table> <tr> <th>S.N.</th><th>Turnover</th><th>Marks</th></tr> <tr> <td>Minimum Turnover required</td><td>Rs. 100 Cr</td><td></td></tr> <tr> <td>a.</td><td>Turnover $\geq$ Rs. 200 Cr</td><td>15 marks</td></tr> <tr> <td>b.</td><td>Turnover between 200-175 Cr</td><td>12 marks</td></tr> <tr> <td>c.</td><td>Turnover between 175-100 Cr</td><td>10 marks</td></tr> </table>	S.N.	Turnover	Marks	Minimum Turnover required	Rs. 100 Cr		a.	Turnover $\geq$ Rs. 200 Cr	15 marks	b.	Turnover between 200-175 Cr	12 marks	c.	Turnover between 175-100 Cr	10 marks	15 marks
S.N.	Turnover	Marks															
Minimum Turnover required	Rs. 100 Cr																
a.	Turnover $\geq$ Rs. 200 Cr	15 marks															
b.	Turnover between 200-175 Cr	12 marks															
c.	Turnover between 175-100 Cr	10 marks															
2	Experience of completing Network Acceptance Testing / Third Party Audit/ Project consulting/ Project Management consisting of OFC laying work and/or other underground utility works (as defined in Eligibility Criteria at point-3 (in Kms) from 01.04.2018 till bid submission date, by the Bidder. <table> <tr> <th>S.N.</th><th>Experience of completing Network Acceptance</th><th>Marks</th></tr> <tr> <td>Minimum Experience required</td><td>10,000 Kms</td><td></td></tr> <tr> <td>a</td><td>Experience $\geq$ 20,000 Kms</td><td>30 marks</td></tr> <tr> <td>b</td><td>Experience between 20,000 – 17,500 Kms</td><td>25 marks</td></tr> <tr> <td>c</td><td>Experience between 17,500 – 10,000 Kms</td><td>20 marks</td></tr> </table>	S.N.	Experience of completing Network Acceptance	Marks	Minimum Experience required	10,000 Kms		a	Experience $\geq$ 20,000 Kms	30 marks	b	Experience between 20,000 – 17,500 Kms	25 marks	c	Experience between 17,500 – 10,000 Kms	20 marks	30 marks
S.N.	Experience of completing Network Acceptance	Marks															
Minimum Experience required	10,000 Kms																
a	Experience $\geq$ 20,000 Kms	30 marks															
b	Experience between 20,000 – 17,500 Kms	25 marks															
c	Experience between 17,500 – 10,000 Kms	20 marks															
3	Experience of completing Network Acceptance Testing/Third Party Audit/ Project consulting/ Project Management consisting of active nodes (in numbers) from 01.04.2018 till bid submission date , by the Bidder Note: The active nodes to be considered for this criterion can be Routers, Layer-3	15 marks															

Item for Selection			Max.Marks (Out of total 100)	
4	Switches, BNGs, PTNs/CPANs, DWDM,OLTs of 16 or more ports, enode-B, BTS and OTN		15 marks	
	S N	Experience of completing Network Acceptance		Marks
	Minimum Experience Required	1000 Nodes		
	a	Experience ≥ 2000 Nodes		15Marks
	b	Experience between 2000-1600 Nodes		12 Marks
	c	Experience between 1600-1300 Nodes		10 Marks
d	Experience between 1300-1000 Nodes	8 Marks		
4	**Average Number of Onroll/payroll permanent staff for one year as on last Quarter from the date of bid submission of any one of consortium member of Bidder. Bidder to submit Format XIII of summary signed by statutory auditor along with other document asked in note.		15 marks	
	S No	Average Number of permanent staff		
		Minimum number of permanent staff required of the level of Project Director		1
	a	Number of permanent staff of the level of PD≥4		5 Marks
	b	Number of permanent staff of the level of PD between 1-3		3 marks
		Minimum number of permanent staff required of the level of Team Lead		3
	a	Number of permanent staff of the level of TL≥6		5 Marks
	b	Number of permanent staff of the level of TL between 3-5		3 marks
		Minimum number of permanent staff required of the level of Network Engineer (NE)		34
	a	Number of permanent staff of the level of NE≥60		5Marks
	b	Number of permanent staff of the level of NE between 34-59		3 marks

	Item for Selection	Max.Marks (Out of total 100)
5	Presentation: 1. Understanding of Scope, Deliverables Approach, 2. Proposed Strategy and Methodology of project planning 3. Key personnel proposed to be deployed, 4. proposed tools/applications to be used to make its deliverables most efficient and effective by the IE (to be evaluated on the basis of written submission & Interview/ Presentation to the Selection Committee).	25 marks

Note: ** A certificate issued and signed by the Statutory Auditor (Chartered Accountant) of the Bidder (Sole or consortium member), clearly certifying:

Total number of on-roll/payroll permanent employees, As on the last completed quarter date prior to bid submission date, confirmation that the employee strength pertains to and is consistent with the last 12 months preceding the tender issuance month

Verification will be based on:

A certificate issued and signed by the Statutory Auditor (Chartered Accountant) of the lead Bidder) by summarizing employee category wise (Project Director, Team Lead, Network Engineer) strength

Payroll records

EPF/ESIC records

Books of accounts

Process for Awarding Financial Marks:

Following process shall be adopted to award Financial Marks (Total 100 Marks):

a) Financial bids of those bidders only shall be opened, whose score in Quality criteria is equal to or more than 50% marks. If there is only single bidder scoring $\geq 50\%$ marks (out of total 100 marks for Quality criteria), financial bids of 2 (two) highest scoring bidders, including the bidder scoring $\geq 50\%$ marks, shall be opened and shall be considered for further evaluation as per the Evaluation Criteria given below:

b) The bidder shall quote "Total cost for Services including manpower, inspection, audit and all other activities as per scope of work of RFP including any professional fees etc. for construction period of 3 years" in the format given in Price Schedule. Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Schedule.

Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST / UTGST or IGST).

c) Financial marks shall be awarded in following manner:

- I. The bidder quoting Lowest Financial bid shall be awarded 100 marks.
- II. Remaining bidders shall be awarded marks on the basis of inverse proportions i.e. Financial Marks awarded to a bidder = $(\text{Lowest Quoted price} / \text{Quoted price by the bidder}) \times 100$ marks.
- III. Bidder scoring over-all highest Evaluated Bid Score as per below will be declared as H1.
- IV. Evaluated Bid Score = Technical Marks $\times$ A + Financial marks $\times$ B
- V. A=0.7(The weightage for 'Quality' is 70%)
- VI. B = 0.3 (The weightage for 'Quoted price' is 30%)

Note:

The Evaluated Bid Score shall be considered up to two decimal places. Contract shall be awarded to the bidder with the highest Evaluated Bid Score.

In the event of two or more bids having the same highest Evaluated Bid Score, the preference shall be given in the order of higher score for Financial Marks → 'Experience for OFC/Underground Utility laying' → 'Experience for Active Nodes' → 'Turnover' → 'Interview/Presentation'. In case of further tie, GFGNL will reserve the right to select any of the Bidder based on the Selection Committee report.

SECTION-5 INSTRUCTIONS TO BIDDERS

5.1 **Cost of Bidding**

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

5.2 **Bidding Document**

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

5.3 **Clarification on Bidding Document**

Bidders can seek written clarifications on or before pre-Bid to bid1gfgnl@bharatnet.gujarat.gov.in, bid2gfgnl@bharatnet.gujarat.gov.in, pmc@bharatnet.gujarat.gov.in, pmc2@bharatnet.gujarat.gov.in, pmc3@bharatnet.gujarat.gov.in Gujarat Fibre Grid Network Limited., Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar 382010.

The queries should be submitted in the following format (in Excel file,*.xls / any open office format) only for clarification:

Sr. No.	Section No.	Clause No.	Reference/Subject	Clarification Sought

5.4 **Amendment of Bidding Documents**

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

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

modification will be part of RFP and binding on them.

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

5.5 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 the TENDERER shall be in English.

5.6 Bid Security/ Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD as mentioned in the factsheet in the form of a in the form of an unconditional Bank Guarantee or Insurance surety bond by Bank Guarantee which should be valid for 225 days from the last date of bid submission) prescribed by the TENDERER of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. No. EMD/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Fibre Grid Network Limited." payable at Gandhinagar (in the specified format and must be submitted along with the covering letter.
2. 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
3. EMD of all unsuccessful bidders would be refunded by GFGNL within 60 Days on selection of successful bidder.
4. The EMD of the successful bidder would be returned upon successful submission of Performance Bank Guarantee as per the provided format.
5. EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
6. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
7. The EMD may be forfeited, In case of a Bidder if:
 1. The bidder withdraws its bid during the period of bid validity.
 2. The Bidder does not respond to requests for clarification of their Bid.
 3. The Bidder fails to co-operate in the Bid evaluation process.
 4. In case of successful bidder, the said bidder fails:
 1. Fails to sign the agreement in time.
 2. Fails to submit performance bank guarantee.

5.7 Late Bids

- Bids received after the due date and the specified time (including the extended

period if any) for any reason whatsoever, shall not be entertained and shall be REJECTED.

- The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

5.8 Section Comprising the Bids

- All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded. The bid uploaded shall have the following documents:
- **BID SECURITY SECTION**
The bid security in the form of EMD to be furnished to GFGNL office as well as to be uploaded online on nProcure portal in the form of bank guarantees in favour of "Gujarat Fibre Grid Network Limited," payable at Ahmedabad/ Gandhinagar before the last date and time of the bid submission.
- **ELIGIBILITY SECTION**
All relevant documents mentioned in eligibility criteria.
- **PRICE BID SECTION**
Priced bid (in the prescribed format)
Note: Filling up prices anywhere other than the prescribed shall render the bidder disqualified.
- **ANNEXURES & FORMATS**
Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection.
 - For all other cases, the Bidder shall design a form to hold the required information.
 - TENDERER shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.
 - i. The prices shall strictly be submitted in the given format. Successful Bidder will have to supply/ provide Services with an Invoice from a place located within State of Gujarat.
 - ii. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
 - iii. Offered price should be inclusive of all applicable taxes (anywhere in Gujarat state) However, Component included should mentioned count, unit type, price, Taxes should be mentioned separately.

5.9 Bid Opening

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

5.10 Bid Validity

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

5.11 Contacting the Tenderer

Bidder shall not approach the TENDERER officers outside of office hours and/ or outside the TENDERER office Premises, from the time of the Bid opening to the time the Contract is awarded. Any effort by a bidder to influence the TENDERER officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the TENDERER, it should do so in writing.

5.12 Rejection of Bids

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

5.13 Bid Evaluation Process

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

- Tenderer may negotiate the prices with H1 Bidder, under each item/head offered by Bidder before awarding the contract.

- **Process for Bidder's Final Scoring based on QCBS:**

The financial scores (Fs) of the other Financial Proposals will be computed as per the formula for determining the financial scores given below: $F_s = 100 \times F_{low} / F_b$,

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

F_b = Commercial quote for the bidder under consideration ,

F_{low} = Commercial quote of the lowest evaluated financial bid criteria

70% weightage will be given to "Technical Qualification derived from Technical Qualification Criteria" and 30% weightage will be given to "Financial Bid".

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

Bidder Final Score (BFS) = $[(T_b/T_{high}) \times 100 \times 0.7] + [(F_{low}/F_b) \times 100 \times 0.3]$

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

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

F_b = Evaluated Bid Price of the bidder

F_{low} = The lowest of the evaluated bid prices among the responsive bids

where, Note:

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

5.14 Award of Contract

- The H1 (Highest mark obtained) bidder will be called to accept the award of contract. In case, the H1 bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, then the H2 bidder will be called to awarded the contract. Further, if the H2 bidder also declines, the tenderer may award the contract to the H3 bidder and so on till Hn of that package.
- Failure to agreement with nth bidder, GFGNL has rights to award the same process by inviting the other packages successful bidder in sequence mentioned above.

5.15 Notification of Award & Signing of Contract

- Prior to expiration of the period of Bid validity, the TENDERER will notify the successful Bidders and issue Lol.
- Within two weeks of receipt of the Contract form, the successful bidder shall sign and stamp the contract and return it to the TENDERER along with performance guarantee. The performance Bank Guarantee shall be equal to 5% of the contract value valid for duration of 180 days beyond the expiry of contract.

5.16 Inspection and Tests

- The DBN, DoT or PMA or its representative(s) shall have the right to validate the services being provided by the IE during the Contract Period.

5.17 Patent Rights

- The IE shall indemnify the PMA(GFGNL) against all third-party claims of infringement of patent, trademark or industrial design rights arising from Services or any part thereof in Indian Telecom network.

5.18 Force Majeure

- 1 Neither GFGNL/ DBN, DoT nor the Independent Engineer (IE) shall be liable to the other for any delay in or failure of performance of their respective obligations under the Agreement caused by occurrences beyond the control of DBN, DoT / GFGNL or IE including, but not limited to, fire (including failure or reductions), acts of God, acts of the public enemy, war, insurrections, riots, strikes, lockouts, sabotage, lightning, any law, statute or ordinance, thereof of any other local authority, or any compliance therewith or any other causes, contingencies or circumstances similar to the above. Either Party shall promptly, but not later than twenty (20) days thereafter, notify the other of the commencement and cessation of such contingencies. If such contingencies continue beyond three (3) months, both Parties shall agree upon an equitable solution for termination of this Agreement or otherwise decide the course of action to be adopted.
- 2 If, at any time during the continuance of this Contract, the performance in whole or in part by either Party of any obligation under this Contract is prevented or delayed by reasons of war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter

referred to as “Events”), and notice of such occurrence is given by either Party to the other within twenty-one (21) days from the date of occurrence thereof, neither Party shall by reason of such Event be entitled to terminate this Contract nor shall either Party have any claim for damages against the other in respect of such non-performance or delay in performance.

Deliveries under the Contract shall be resumed as soon as practicable after such Event ceases to exist, and the decision of the PMA on behalf of DBN as to whether the deliveries have been so resumed or not shall be final and conclusive. Further, if performance in whole or in part of any obligation under this Contract is prevented or delayed due to such Event for a period exceeding sixty (60) days, either Party may, at its option, terminate the Contract.

5.19 The following shall not constitute Events of Force Majeure:

1. Strikes, collective bargaining agreements between the IE or its subcontractors and their employees resulting in a delay in performance of the IE’s obligations under the Contract, and labour disputes of any kind (other than industry-wide, region-wide or nationwide strikes, labour delays or stoppages or other labour disputes).
2. Late delivery of services caused by the subcontractors of the IE or due to inefficiencies on the part of the IE or its subcontractors. Relief under this Clause shall not be granted unless the Party intending to claim such relief has, by notice to the other Party within ten (10) days of becoming aware of an Event of Force Majeure, or if later, within ten (10) days of such Event having an effect upon the performance of its obligations, informed the other Party that it desires to claim relief under this Clause. Such notice shall include all relevant available information, including without limitation:
 - Description of the Event of Force Majeure and date of occurrence
 - Effect of such Event on performance obligations
 - Expected duration of the Event
 - Actions being taken to comply with obligations under the Contract
3. As soon as practicable after the occurrence of an Event of Force Majeure, the Party affected shall: Use its best endeavors to prevent and reduce to a minimum and mitigate the effects of the Event of Force Majeure, including, where appropriate, having recourse to alternate acceptable sources; and Use its best endeavors to perform its obligations to the maximum extent practicable. Relief under this Clause shall cease to be available to a Party if it fails to use such best endeavors.

4. Subject to the above clauses, the Party affected by an Event of Force Majeure shall be relieved from liability and shall not be construed to be in default in respect of any obligation hereunder to the extent that and for so long as the failure to perform such obligation shall be due to an Event of Force Majeure.
5. If an Event of Force Majeure has occurred that results in delay in performance of the obligations of the Parties in excess of thirty (30) calendar days, the Parties may enter into good faith negotiations regarding adjustments to the relevant terms of this Contract or the relevant Purchase Order. If any Event of Force Majeure prevents, or the Parties agree that such an Event of Force Majeure will prevent, the IE from fulfilling its obligations under the Contract for a continuous period of more than sixty (60) days, either Party may terminate this Agreement or the corresponding Purchase Order in accordance with the provisions hereof.

5.20 Action by PMA against IE in case of Default

1. In case of default by IE such as
 - (a) Failure to deliver service obligation within the time period(s) specified in the contract, or any extension thereof granted by the PMA pursuant to clause of LD.
 - (b) Failure to perform any other obligation(s) under the Contract; and
 - (c) Or any other default whose complete list is enclosed in section 5.33
2. PMA will take action as specified in section 5.33.

5.21 Contract Obligations

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

5.22 Subcontracts:

- 1 The IE shall notify the PMA(GFNGL) in writing, of all subcontracts awarded under this Contract if not already specified in his Bid. Such notification, in his original bid or later shall not relieve the IE from any liability or obligation under the Contract.
- 2 Even in such cases, IE shall ensure the quality of services as envisaged in this document, with robust mechanism of monitoring and quality check, as the responsibility of contract lies with the IE only. Sub-Contracting, shall not relieve IE from any liability or obligation under the Contract.
- 3 If the performance of IE, for any contractual responsibility, is delayed due to any sub-contracted work, the applicable penalties/ LD shall be twice the penalties mentioned in Section 6.3.

5.23 Amendment to the Agreement

Amendments to the Agreement may be made by mutual agreement by both the

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

5.24 Representations and Warranties

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

of any court, government authority or arbitrator of competent jurisdiction applicable in relation to the TENDERER, its assets or its administration.

5.25 Resolution of Disputes

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

5.26 Books & Records

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

5.27 Performance Guarantee

1. The Bidder (including Micro and Small Enterprise bidders) shall furnish Performance Security to the PMA (GFGNL) for an amount equal to **5% of the all-inclusive value of Advance Purchase Order** within 14 days from the date of issue of Advance Work Order by the PMA(GFGNL). In case of Consortium, minimum **50% of the Performance Security** shall be furnished by the Lead member of the Consortium.
2. The Performance Security referred to in Clause 1 above is for the performance of the terms and conditions of this Tender and shall be forfeited by GFGNL in case of any breach of or failure to perform the terms and conditions of the agreement or in case of loss or damage caused to or would be caused to or suffered by GFGNL by reason of breach or renewal of the PBG or in any outstanding amount due to GFGNL in terms of the agreement.
3. The performance security bond shall be in the form of **Bank Guarantee** or insurance surety bond issued by a nationalized/scheduled Bank or Insurance company approved by IRDA and in the form provided in Section 7 respectively of this Tender. Validity of such performance security shall be **3½ years**. Validity shall be extended by IE as and when required to cover the extensions of delivery period (if any) and be valid for **six months beyond** the date of such extensions.
4. The Performance Security will be discharged by GFGNL on behalf of USOF, DoT after completion of the IE's performance obligations including any warranty obligations under the Contract.

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5.28 PMA's Right to Accept any Bid and to Reject any or all Bids

- The PMA i.e. GFGNL on behalf of DBN, DoT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of PMA's action.

5.29 Issue of Advance Work Order

- 1.1 The issue of an Advance Work Order shall constitute the intention of the PMA to enter into contract with the bidder on behalf of DBN, DoT.
- 1.2 Single AWO/ LOI shall be issued to IE as mentioned in Financial bid of this RFP and it shall be issued only after issuance of AWO/ LOI to the PIA.
- 1.3 The bidder shall, within 14 days of issue of the Advance Work Order, give its acceptance along with performance security in conformity with the proforma provided with the bid document.

5.30 Termination by the TENDERER:

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

- The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings; In case the TENDERER finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
- If SLAs are not maintained properly and not provide services as per SLAs then TENDERER has right to foreclose contract.
- Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default and give the other party an opportunity to correct the default.
- Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.
- During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the commencement of such notice period.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- In case of termination bidder will be paid for the work/services already delivered till the date of termination after deduction of penalties, if any.

5.31 GFGNL's right to ban business dealings

- GFGNL reserves the right to ban business dealings with a bidder for a suitable period in case the bidder fails to honour its bid without sufficient grounds.
- GFGNL may declare the successful bidder (IE) as non-performer against the contract, if it fails to perform the works as per the agreed terms & conditions and timelines.

5.32 Near-Relationship Certificate (Applicable for non-PSU consortium members only)

- The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the GFGNL and BSNL units*
- In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/ Limited company, the certificate will be given by all the Directors of the company, but excluding following:

- a) Government of India/ Financial institution nominees and independent non-Official part time

Directors, appointed by Govt. of India or the Governor of the state and

- b) Full time Directors of PSUs, both Central and State

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender / bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and GFGNL will not pay any damage to the company or firm or the concerned person.

*Unit, shall be taken as following:

(a) In case of any near relative of the bidder being non-executive employees, the "BSNL unit" is

defined as "Business Area (BA)".

(b) In case of any near relative of the bidder being executive (up to AGM/ STS level), the "BSNL unit"

is defined as "BSNL Circle".

(c) In case of any near relative of the bidder being higher executive (DGM/ JAG or higher), "BSNL

unit" is defined as "BSNL as a whole".

(d) In case of any near relative of the bidder being non executive/executive/higher executive upto GM or higher is defined as "GFGNL as a whole"

1.4 The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

The format of the certificate is given in Section-8.

5.33 Default of Bidder/Vendor and action to be taken

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	
	a) Bank / Insurance surety bond Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD; b) Certificate for claiming exemption in respect of tender fee and/ or EMD; (c) Bank Guarantee/ Insurance surety bond Instruments submitted towards performance security or any type of security and detection of default at any stage from receipt of bids till award of APO/ issue of POWO	i) Rejection of tender bid of respective Vendor. ii) Banning of business upto 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by GFGNL upto 3 years from date of issue of banning order. iii) Termination/ Short Closure of APO/ POWO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand. iv) EMD, if submitted, shall also be forfeited, in case of default at para (c).
	Note: - Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax, Income Tax departments and any other supporting documents towards other terms & conditions with the bid to meet terms & condition of tender (i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by GFGNL for upto three years from the date of issue of banning order.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD, if submitted. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by GFGNL for upto three years from the date of issue of banning order.
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However, on realization of PG/ SD amount, EMD, if not already released shall be returned. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by GFGNL for upto three years from the date of issue of banning order.
	(iv) If detection of default after signing of Agreement/ issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by GFGNL for upto three years from the date of issue of banning order.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens GFGNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following:	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by GFGNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of GFGNL in receipt/ opening of tender bids from prospective Bidders, IEs/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. IEs/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD and banning of business, including a ban on participation in GFGNL tenders, for a period of 1 year from date of issue of banning order.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO.
		ii) Under take purchase/ work at the risk & cost of defaulting vendor.
		iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in GFGNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor.
		iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the PMA may determine the price for degraded equipment (Financial penalty = Price price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the PMA may determine the price for degraded equipment (Financial penalty = Price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
6	Submission of claims to GFGNL against a contract (a) for amount already paid by GFGNL. (b) for Quantity in excess of that supplied by Vendor to GFGNL. (c) for unit rate and/ or amount higher than that approved by GFGNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'set off' or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without collusion of GFGNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by GFGNL or not.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that : a) Adversely affects the normal working of GFGNL equipment(s) and/ or any other TSP through GFGNL. b) Disrupts/Sabotages functioning of the GFGNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to these elements and/ or any other TSP through GFGNL. c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of GFGNL and/ or any other TSP(s). d) hacks the account of GFGNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. e) undertakes any action that affects/ endangers the security of India.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by GFGNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. iv) Legal action will be initiated by GFGNL against the Vendor, if required.
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	(i) Termination/ Short Closure of the PO/ WO. (ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. (iii) No further supplies are to be accepted except that required to make the already supplied items work. (iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part) (v) In case of turnkey projects, if the material is inducted in network & it is not

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
		possible to return it and/ or material is acceptable with degraded performance, the PMA may determine the price for degraded equipment (Financial penalty = Price price determined for degraded equipment) himself and/ or through a committee. (vi) Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings with GFGNL.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the PMA may determine the price for degraded equipment (Financial penalty = Price price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10	If the vendor does not return/ refuses to Return GFGNL dues a) in spite of order of Arbitrator.	Take action to appoint Arbitrator to adjudicate the dispute. i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by GFGNL from date of issue of banning order or till the date by which vendor clears the GFGNL dues whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by GFGNL from date of issue of banning order or till the date by which vendor clears the GFGNL dues whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by GFGNL for 3 years

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ IE has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question. (b) If the vendor/ IE fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2. (c) If the vendor/ IE fails to submit required documents/ information, where required. (d) Any other ground which in the opinion of GFGNL is just and proper to order for banning of business dealing with a vendor/ IE.	from date of issue of banning order.
13	Conflict Of Interest_1: The Bidder shall not engage, directly or indirectly, any ex-employee of the Tendering Authority (within the last 2 years) as a System Integrator (SI), OEM, consultant, advisor, or in any capacity related to this bid/project. The Bidder must submit a self-declaration confirming compliance. Any violation or non-disclosure shall lead to disqualification/termination and possible blacklisting	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by DST/GFGNL for 3 years from date of issue of banning order.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
14	Conflict Of Interest : The bidder or its associate(Any of the member either SI/OEM) has a close business or family relationship with a staff of the Procuring Organization who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by DST/GFGNL for 3 years from date of issue of banning order.
Note 7: The above penalties will be imposed provided it does not clash with the provision of other sections of this tender.		
Note 8:-In case of clash between these guidelines & provision of other sections of this tender, the provision of other sections shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

5.34 Indemnification

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

not responsible for claims resulting from deliverables content or design provided by Customer.

5.35 Fall Clause

1. The prices once fixed shall remain valid during the Scheduled Delivery Period except for provisions related to statutory variations in taxes and duties as specified elsewhere in this Contract.
2. Further, if at any time during the Contract:
 - (a) It comes to the notice of GFGNL regarding reduction of price for the same or similar services; and/or
 - (b) The prices received in any subsequent tender for the same or similar services are lower than the prices chargeable under this Contract.
3. GFGNL may, for the purpose of extension of delivery period or continuation of services, determine and notify revised prices to the Independent Engineer, taking into account various factors such as quantity, scope, geographical location, and prevailing market conditions. If the Independent Engineer does not accept the revised prices for applicability during the extended period, GFGNL shall have the right to terminate the Contract without accepting further services.

Such termination shall be at the risk and responsibility of the Independent Engineer, and GFGNL reserves the right to procure the remaining services at the risk and cost of the defaulting bidder, including forfeiture of Performance Security, if applicable.
4. The Independent Engineer, while applying for extension of time for delivery of services, shall submit an undertaking stating:

“We have not reduced the prices, nor offered to provide the same or similar services to any other organization, including Central/State Government Departments or PSUs, at a price lower than that applicable under this Contract during the scheduled delivery period.”
5. In case the above undertaking is not applicable, the Independent Engineer shall provide complete details of such reduced prices, including name of purchaser, scope of work, quantities, and applicable rates, at the time of seeking extension of delivery period.

5.36 Limitation of Liability

Selected agency's cumulative liability for its obligations under the contract shall not exceed the value of the project payable by the TENDERER within the contract term from the day claim is raised.

5.37 Confidentiality

- Selected agency understands and agrees that all materials and information marked and identified by the TENDERER as 'Confidential' are valuable assets of the

TENDERER and are to be considered as proprietary information and property. Selected agency will treat all confidential materials and information provided by the TENDERER with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Selected agency will not use or disclose any materials or information provided by tenderer without its prior written permission.

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

5.38 Service Terms

- The entire scope of the work depends on the technical skill and experience in management of the same level or kind of capabilities.
- The Bidder must submit regular schedule of manpower availability.
- The Bidder will need to coordinate and approach various departments/Sub-departments/ Boards/Corporations during this contract.
- The Bidder is responsible to maintain documentation on the progress of the work and

will have to update the same on regular basis. Bidder will have to submit the progress reports regularly, as per the guidelines issued by TENDERER from time-to-time.

- TENDERER shall provide office space to the operational consultants in its own premise during project period. All other expenses related to transportation, consumables, stationary, printing, scanning, telephone, food, snacks, etc. in case required, must be completely borne by the Bidder as part of Contract Agreement.
- The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time).

5.39 Composition of bid Documents:

- The services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents.
- The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.40 Fraudulent and Corrupt Practices

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

5.41 Approvals/ Clearances

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

5.42 Bid Prices

- The bidder shall give the total composite price and applicable taxes. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the service it proposes to supply under the contract as per the price schedule given in financial bid. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the selected bidder.
- A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- The bidder shall also clearly mention the full 8/6 digit HSN/SAC code in the price schedule. The onus of providing correct & applicable taxes and duties along with HSN/SAC code rests with the bidder.
- For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
 - Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
 - In case of reduction of taxes and other statutory duties during the scheduled delivery period, DBN, DoT shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
 - In case of increase in duties/taxes during the scheduled delivery period, the PMA on behalf of DBN, DoT shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- However, benefit impact of any increase or decrease in these taxes/duties shall be passed on to the
- Purchaser i.e. DBN, DoT by the IE.

5.43 Change in Purchase Order

- The PMA(GFGNL) on behalf of DBN, DoT may, at any time, by a written order given to a IE, make changes within the general scope of the Contract regarding the services to be provided by the IE.
- If any such change causes an increase or decrease in the cost and quantity of, or the time required for the execution of the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any proposal by the IE for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

5.44 GST Invoice and Compliances

1. All details of the Independent Engineer (IE), including name, address, GSTIN (or status as unregistered), place of supply, SAC/HSN code, and other mandatory particulars shall be clearly mentioned on all invoices issued in the name of **Gujarat Fibre Grid Network Limited (GFGNL)**.
2. GST compliant invoices, including supplementary invoices, Credit Notes, Debit Notes, and Receipt Vouchers, shall be issued with **valid IRN and QR Code**, as applicable, in the name of GFGNL within the timelines prescribed under GST laws.
3. In case of any deficient, incomplete, or rejected supply of services, GFGNL shall notify the IE within a reasonable time to enable issuance of Credit Notes and necessary tax adjustments.
4. The IE shall be solely responsible for declaring correct information in invoices and GST returns, including amount, place of supply, tax rate, and tax amount. In case input tax credit (ITC) is denied to GFGNL due to any default by the IE, the same shall be recovered from the IE.
5. The registered locations (GSTIN) of both GFGNL and the IE shall be clearly mentioned in the Contract. The IE shall raise invoices at the registered premises of GFGNL to enable ITC claims and ensure compliance with GST place-of-supply provisions.
6. GFGNL shall have the right to instruct the IE to raise invoices at a specified location, and the IE shall comply accordingly.
7. The IE shall ensure that the place of supply and GSTIN of GFGNL are within the same State wherever required. In case of any deviation, the IE shall inform GFGNL in advance before raising invoices.
8. The IE shall ensure timely issuance and delivery of invoices, Credit Notes (CN), Debit Notes (DN), etc., to enable GFGNL to avail ITC within the timelines prescribed under GST laws.

GST Compliance Obligations

9. The IE shall ensure accurate filing of GST returns, including GSTR-1 and GSTR-3B, and compliance with all GST provisions.
10. Reporting of outward supplies in GST returns shall be the responsibility of the IE. In case of mismatch due to the IE's fault:
 - Necessary corrections shall be made promptly
 - The IE shall indemnify GFGNL for any ITC loss, interest, or penalties
11. The IE shall ensure the following compliances:
 - (i) Uploading correct invoice details on GSTN within prescribed timelines
 - (ii) Timely payment of all applicable GST liabilities
 - (iii) Acceptance of invoice mismatches/adjustments raised by GFGNL within GST timelines
 - (iv) Issuance of all required documentation enabling GFGNL to claim ITC
 - (v) Submission of self-declaration confirming that the bidder is not blacklisted by GST authorities

If the IE is blacklisted during the contract period, the IE shall indemnify GFGNL against any loss of ITC.

12. Where services are delivered across multiple States, separate state-wise invoices shall be raised to facilitate ITC claims.

13. The IE shall clearly mention the place of supply (State) on all invoices.

Payment Safeguards

14. If the IE fails to submit valid GST invoices or upload invoice details on GSTN, the corresponding tax amount shall be deducted from payments due to the IE.

15. Payments shall be made only after:

- Invoice details are reflected in GSTR-1 and GSTR-3B
- Compliance proof is submitted

16. TDS/TCS under applicable laws shall be deducted by GFGNL at prescribed rates.

17. GFGNL shall have the right to adjust or forfeit Bank Guarantees in case of any financial loss arising from GST non-compliance by the IE.

18. In case GST is applicable under reverse charge mechanism (RCM), the IE shall not charge GST in invoices and shall comply with applicable provisions.

Annexure- Invoice Details Format

A. Receipt Voucher shall include:

1. Name & registered address of IE
2. GSTIN of IE
3. Name of GFGNL
4. "Bill To" and "Ship To" address
5. GSTIN of GFGNL
6. Date of issue
7. Document number
8. Place of supply (State)
9. Advance amount
10. Tax type (CGST/SGST/IGST)
11. Tax rate
12. Quantity
13. Tax breakup (if multiple rates)

B. Input Invoice shall include:

1. Name & address of IE
2. GSTIN of IE
3. Name of GFGNL
4. Bill To / Ship To details
5. GSTIN of GFGNL
6. Invoice date
7. Invoice number
8. IRN & QR Code
9. Place of supply
10. Tax type
11. Tax rate
12. Value of service + tax breakup
13. Quantity (if applicable)
14. Total invoice value
15. Description of service
16. SAC/HSN code
17. Accounting code
18. Multi-tax breakup (if applicable)

5.45 Exit Management Procedure

- This Schedule sets out the provisions, which will apply on expiry or termination of the Contract Period and/ or earlier termination of the SP and/ or the SLA for any reasons whatsoever.
- In the case of termination of the Project implementation and/or SLA due to illegality, the parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- The Exit Management Period starts, in case of expiry of Contract, 6 months before

the Contract comes to an end or in case of earlier termination of Contract, on the date of service of termination orders to the Service Provider(Successful bidder). The Exit Management Period ends on the date agreed upon by the tenderer or six months after the beginning of the Exit Management Period, whichever is earlier.

- During the Exit Management Period, the Service Provider(Successful bidder) shall use its best efforts to deliver the Services. Payments during the Exit Management Period shall be made in accordance with the Terms of Payment Schedule.
- The selected Service Provider(Successful bidder) will be required to provide necessary handholding and transition support to the tenderer's staff or its nominated agency or replacement Service Provider(Successful bidder). The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.
- The Service Provider(Successful bidder) shall permit the tenderer and/or any replacement Service Provider(Successful bidder) 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(Successful bidder) and to assist appropriate knowledge transfer.

5.46 Extension of Work

The term of this Contract shall be three (03) years. Contract may be extended for a suitable term on need basis and on mutual consent on discovered price in this RFP.

5.46.1 GFGNL shall reserve the sole right to grant any extension to the term of each work order above against the request of IE and shall notify in writing to the IE within 15 days of the request, whether it shall grant the IE an extension of the term. The decision to grant or refuse the extension shall be at extended period of the Contract, if required.

5.46.2 Where GFGNL is of the view that no further extension of the term be granted to the IE, GFGNL shall notify the IE of its decision at least 3 (three) months prior to the expiry of the term. Upon receipt of such notice, the IE shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, GFGNL shall either appoint an alternative contractor or create its own infrastructure to operate such services as are provided under this Contract. GFGNL shall make payment for work executed for the extended period post contract expiry.

5.47 SUPPORT FROM EXTERNAL AGENCY

Sub-letting/contracting of entire work or in part thereof is not permitted. The bidder needs to complete all the defined activities as per scope of work on its own. No Data/ Information should be sent out of the premise without obtaining prior written confirmation from the TENDERER. The successful bidder shall be allowed to obtain advisory support from within its organization towards legal or contractual vetting of drafts.

5.48 USE OF AGREEMENT DOCUMENTS AND INFORMATION

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

5.49 TAXES & DUTIES

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

- Quoted prices shall be on all-inclusive basis i.e., including all taxes, duties, local levies, transportation, loading-unloading charges, packing, forwarding, freight & insurance etc.
- Statutory variation in the rate of GST, taking place between the date of award of contract and the original / refixed delivery period or service period, shall be to the 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.
- 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.

5.50 Special Condition of Contract

5.50.1 Independent Engineer (IE) Obligations

1. The Independent Engineer must diligently execute the tasks and responsibilities as per Scope of Work defined in Section 3.
2. All documents to be submitted by the Independent Engineer (IE) to GFGNL must be certified by the Project Manager or Project Director of the IE. The certifying authority must be a permanent staff member of the bidder.
3. **Team Deployment**
 - (a) The Bidder shall deploy its key personnel as per Work Breakdown Structure (WBS) mentioned in the RFP. The key personnel shall be permanent staff of the Sole or Lead bidder, meaning those employed for at least one year prior to the issuance of this Tender.
 - (b) The manpower requirement indicated in the RFP is the minimum requirement. The IE may assess project needs and increase manpower to meet timelines without compromising quality.
 - (c) The IE shall take corrective action against team members in case of non-performance as indicated by GFGNL.
 - (d) The IE shall submit profiles of deployed personnel. Any change in resources shall require prior approval of GFGNL, with replacement by equivalent or better personnel.
 - (e) In case of personnel change, the IE shall ensure proper knowledge transfer and overlap between outgoing and incoming staff.
 - (f) The IE shall ensure that deployed personnel are competent professionals with appropriate qualifications and experience. The IE shall perform services in accordance with contract terms and GFGNL directions.
 - (g) The IE's representatives shall have adequate authority for execution of scope and shall coordinate with GFGNL for timely completion. The IE shall be responsible for supervision, inspection, monitoring of progress, reporting and ensuring compliance with safety and regulatory requirements.
 - (h) The IE shall coordinate with GFGNL and stakeholders before commencement of work at any location. Work shall begin only after approval from GFGNL.
 - (i) In case of dispute, the IE shall assist in mediation and resolution.
4. **Project Plan**
 1. Within 15 calendar days of issuance of Work Order, the IE shall submit a Project Plan detailing approach, timelines, resource deployment, and execution methodology.
 2. The Project Plan shall be subject to approval by GFGNL and shall be updated periodically based on project progress.
5. **Reporting of Project Milestones**
 - 5.1 IE shall monitor progress of all the activities related to the execution of this contract and shall submit to GFGNL, progress reports with reference to all PIA's related supply, design, implementation work, milestone, acceptance test (AT), Factory Acceptance test (FAT) and Final acceptance test etc.

5.2 Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalised along with the project plan. The GFGNL on agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.

5.3 Periodic meetings shall be held between the representatives of the GFGNL and IE (minimum) once in every 15 days, or any shorter periods as deemed necessary by GFGNL, during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meetings shall be held as an ongoing basis, as desired by GFGNL, to review & evaluate the performance of the IE, under this contract.

- IE shall ensure that the relevant stakeholders involved in the execution of work are part of such meetings.
- Several review committees involving representative of the GFGNL and the senior officials of IE shall be formed for this project. These committees shall meet at intervals, as decided by the GFGNL later, to oversee the progress of the implementation.
- All the goods, services and manpower to be provided/deployed by IE under the contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of GFGNL representative in accordance with the contract.
- Should the rate of progress or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, the GFGNL representative shall so notify IE in writing. In the event of the slow progress in work happens to be on account of insufficient manpower available, then GFGNL shall, in consultation with IE, either allow IE to engage additional manpower from external sources (on specified and agreed terms) or arrange to make available to IE additional manpower from its own resource pool on secondment/transfer basis;
- IE shall reply to the written notice giving details of the measures it proposes to take to expedite the progress to complete the works by the prescribed time or to ensure compliance with contract requirements. IE shall not be entitled to any additional payment of taking such steps. If at any time it should appear to the GFGNL or GFGNL representative that the actual progress of the work does not confirm to be approved plan IE shall produce at the request of the GFGNL representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.

6. **Adherence to Key Performance Indicators (KPIs)** The Independent Engineer shall perform its obligations in accordance with the Key Performance Indicators (KPIs) defined in the Contract. KPIs shall include performance parameters related to:

- Timely completion of activities
- Quality and accuracy of reports and certifications

- Responsiveness to instructions issued by GFGNL
- Monitoring and supervision effectiveness

Failure to meet the prescribed KPIs in 6.3 shall attract penalties and corrective actions as per the Contract provisions.

7. **Safety Procedures, Rules, Regulations and Restrictions**

IE team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issues there under from time to time. All safety and labour laws enforced by statutory agencies and by GFGNL shall be applicable in the performance of this contract and IE team shall abide by these laws

- (i) Access to the server room, NOC shall be strictly restricted. No access to any person except the essential members of IE team who are authorized by the GFGNL and are genuinely required for execution of the work or for carrying out management/maintenance shall be allowed entry. IE shall maintain a lock of all the activities carried out by each of its team personnel
- (ii) No access to any staff of IE, except the essential staff who has genuine work-related need, should be given
- (iii) All such access should be logged in a loss free manner for permanent record of the staff to avoid misrepresentation or mistakes
- (iv) IE shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions
- (v) IE team shall adhere to all securities requirement/regulations of the GFGNL during the execution of the work. GFGNL employee also shall comply with the safety procedures/policies
- (vi) IE shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situation

8. **Compliance to Responsibility** The Independent Engineer shall adhere strictly to the Responsibility defined in the Contract.

9. The IE shall ensure that all activities are executed in accordance with assigned responsibilities and shall highlight deviations, if any, to GFGNL.

10. **AuthorityObligations**

GFGNL's representative shall coordinate with IE , to provide the required info, clarification and to resolve any issues as may arise during the execution of the contract. GFGNL shall provide adequate cooperation in providing details, assisting with coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of the GFGNL is proper and necessary.

10.1 GFGNL should provide the IE with unrestricted access to the project site to conduct inspections, assessments, and verifications as required.

- 10.2 GFGNL should inform IE of any significant events, changes, or deviations from the project plan that may affect the inspection or require the IE's attention
- 10.3 GFGNL reserves the right to interview the personnel proposed that shall be deployed as part of the IE team. If found unsuitable, the GFGNL may reject the deployment of the personnel. All additional manpower resources recruited from external sources for the purposes of and to be exclusively deployed for rendering of services under this contract shall be made in consultation with GFGNL. But ultimate responsibility of the deliverable shall lie with the IE.
- 10.4 GFGNL reserves the right to demand changes in personnel which shall be communicated to IE. IE with the prior approval of the GFGNL may take additions of the project team. IE shall provide the GFGNL with the resume of key personnel and provide such other information as the GFGNL may reasonably require. The GFGNL also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, IE shall also ensure the exiting members are placed with at least equally qualified and professionally competent members. The GFGNL reserves the right to inspect and monitor/assess the progress/performance of the work/services at any time during the contract. The GFGNL may demand and upon such demand being made, IE shall provide documents, data or any other information which the GFGNL may require, to enable it to assess the progress/performance of the work/service.
- 10.5 At any time during the course of the contract, GFGNL shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by IE of its obligations/functions in accordance with the standards committed to or required by the GFGNL (Test Audit) and IE undertakes to cooperate with and provide to the GFGNL /any other agency appointed by the GFGNL, all documents and other details as may be required by them for this purpose. Provided that such audit shall not include IE books of accounts, or any other record not related to the scope of work under this contract.
- 10.6 Inspection and tests by the DBN/ DoT
- 10.6.1 The Administrator or his representative or the agencies authorized (TPA/ designated agency, appointed by DBN / DoT) shall have the right to inspect and test the network bandwidth created in the OFC transport network for leasing as per prescribed test schedules for their conformity to the specifications. Where the Administrator decides to conduct such tests on the Network Bandwidth created in the OFC transport network by implementing agencies, all reasonable facilities and assistance like testing instruments and other test gadgets including, access to drawings and other details, shall be furnished to the TPA/ designated agency at no charge to the Administrator.
- 10.6.2 If any equipment or any part thereof is found defective or fails to fulfil the requirements of the Agreement, the TPA/ Designated Agency shall give notice to GFGNL setting forth details of such defects or failure and GFGNL shall get it rectified through PIA and make the defective equipment good, or alter the same to make it comply with the requirements of the Agreement forthwith, and in any case, within a period not exceeding one month of

the initial report. These replacements shall be made by GFGNL through PIA free of all charges at site.

10.6.3 The IE, appointed by GFGNL (PMA) through this tender, shall coordinate for such inspections and shall ensure that all reasonable facilities and assistance (as mentioned in clause 2.7.1 above) are made available to the representative or TPA/ designated agency, authorized by the Administrator DBN. Further, the IE shall coordinate with PIA for the compliance as per clause 2.7.2 above.

11. PMA's Right to Vary Quantities

- PMA i.e. GFGNL on behalf of DBN, DoT reserves the right to increase or decrease up to 25% of the quantities for intended services, as specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- GFGNL on behalf of DBN, DoT also reserves the right for placement of additional order or up to 50% of the additional quantities for intended services contained in the running tender/ contract within a period of fifteen months from the date of signing of Agreement in the tender at the same rate or at the rate negotiated (downwardly) with the existing IE considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the PMA reserves the right to place repeat order up to 100% of the quantities for intended services contained in the running tender /contract within a period of fifteen months from the date of signing of Agreement in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

5.51 Distribution of Quantities

- GFGNL intends to limit the number of successful bidders to one (01) only i.e. L1 bidder, as per RFP

1. GFGNL reserves the right to offer counter offer price(s) against the price(s) quoted by any bidder.
2. Quantity to be quoted in the bid by the bidder is for 100% of the tendered quantity.
3. GFGNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
4. Guidelines for submission of soft-copy of the Bid:

The following guidelines shall be observed in submitting the soft copy of the Bid:

- (i) The softcopy of the technical offer shall contain documentation with complete details to verify the compliance to the requirements provided in the Tender.

5. Verification of Document and Certificates

5.1 The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by them are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

5.2 All the technically responsive bidders shall have to furnish originals of all documents of their eligibility criteria documents (submitted with bid) for verification by GFGNL before financial bid opening. The financial bid opening shall be subject to satisfactory verification.

5.3 If any document/ paper/ certificate submitted by the participant bidder is found/ discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the PMA shall take action as per clause 1.29 of this document.

6. Instructions for members of Consortium

6.1 The Bidder shall be required to execute the contract for the award of work under this tender. In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- (i) Number of members in a consortium shall not exceed 2 (two);
- (ii) Subject to the provisions of sub-clause (i) above, the Bid should contain the information required for each member of the Consortium;
- (iii) Members of Consortium shall nominate one member as “Lead Member”
The nomination(s) shall be supported by a Power of Attorney, in the format given in RFP, signed by all the other Members of the Consortium;
- (iv) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to their obligations;
- (v) A member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;
- (vi) The members of the Consortium bidding shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Format XIII (the “Joint Bidding Agreement for the purpose of making the Bid and submitting a Bid in the event of being qualified. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - (a) clearly mention the name of Lead Member, other members and proposed roles and responsibilities, if any, of each member;
 - (b) include the commitment that each of the members, whose experience will be evaluated for the purposes of this RFP, shall discharge the obligations specified by the Bidder

- (c) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the consortium in relation to the Project until the Appointed Date is achieved in accordance with the contract;
- (d) include a provision that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to the Contract Agreement and GFGNL shall be entitled to rely upon any such action, decision or communication of the Lead Member. GFGNL shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.
- (e) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of GFGNL.

6.2 The following conditions shall be adhered to while submitting a Bid:

- a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b. information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- c. in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with the provisions of this RFP;
- d. in case the Bidder is a Consortium, each Member should satisfy the qualification requirements to the extent specified herein.

6.3 Change in role of Consortium Members

- a. By submitting the Bid, the Bidder acknowledges that it will be qualified on the basis of Financial Capacity and Technical Capability of the Consortium Members who shall discharge their obligation as specified in the Bid.
- b. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in the role of the Lead Member and Consortium Member whose Financial Capacity and Technical Capability was taken into consideration for the purposes of qualification under and in accordance with this RFP, the Bidder shall be deemed to have the knowledge of the same and shall inform GFGNL forthwith along with all relevant particulars about the same and GFGNL may, in its sole discretion, disqualify the Bidder or withdraw the

LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Agreement but prior to sign off of the project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without the competent authority being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Agreement, the competent authority shall be entitled to forfeit and appropriate the Bid Security and Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the competent authority under the Bidding Documents and / or the Agreement or otherwise.

5.52 Proposed timelines & Payment Terms

4.39.1 Project Phase:

Sr. No.	Activity / Task	Proposed Payment Criteria	Documentary Evidence
1	Mobilization Advance after signing of Agreement	10% of Award Price	BG from Nationalized/Scheduled Bank for 110% of Advance
2	Successful HOTO of 50% Blocks to PIA (minimum 90% GPs in respective blocks)	2% of Award Price	Certified HOTO memos validated by IE
3	Certified valid Site Survey BoM, BoQ and network design after scrutiny of 25% Blocks	2% of Award Price	Verified BoQ, BoM, GIS Mapping, PM tool records, videography
4	Successful HOTO of 100% Blocks to PIA	3% of Award Price	Certified HOTO memos validated by IE
5	Certified valid Site Survey BoM, BoQ and network design after scrutiny of 50% Blocks	3% of Award Price	Verified BoQ,BoM, GIS Mapping, PM tool records, videography
6	Certified valid Site Survey BoM, BoQ and network design after scrutiny of 75% Blocks	3% of Award Price	Verified BoQ,BoM, GIS Mapping, PM tool records, videography
7	Certified valid Site Survey BoM, BoQ and network design after scrutiny of 100% Blocks	2% of Award Price	Verified BoQ,BoM, GIS Mapping, PM tool records, videography

8	Acceptance Testing & Commissioning of S-NOC	5% of Award Price	Material Inspection Report, AT Report, Commissioning Certificate
9	Verification & Acceptance Testing of OFC Route Km (Ring-wise completion)	20% × Award Price × % of RKM # completed((Min completion of one ring in each instance)	Documentary evidence of Material Inspection & verification of Measurement Books, ABDs, GIS Mapping & EMS Integration of the built network
10	Verification & Acceptance Testing of OFC Route Km	12% × Award Price × % of RKM completed((Min completion of one ring in each instance)	Documentary evidence of Material Inspection & verification of Measurement Books, ABDs, GIS Mapping & EMS Integration of the built network
11	Verification & Acceptance Testing of 100% OFC Route Km	5% of Award Price	Final Documentary evidence of Material Inspection & verification of Measurement Books, ABDs, GIS Mapping & EMS Integration of the built network
12	Verification & Acceptance Testing of Equipment at GPs , master block and sub-block (minimum 95% GPs of Block completed)	15% × Award Price × % of Blocks completed	Documentary evidence of Material Inspection Submission of ABDs, GIS Mapping & EMS Integration with NMS of the built network AT report and commissioning certificate for each successfully completed Block, to be submitted AT report, verification of GPs, GIS Mapping and commissioning

			certificate for each successfully completed GP to be submitted
13	Verification & Acceptance Testing of Equipment at GPs master block and sub-block (100% GPs completed in Block)	$5\% \times \text{Award Price} \times \% \text{ of Blocks completed}$	Documentary evidence of Material Inspection Submission of ABDs, GIS Mapping & EMS Integration with NMS of the built network AT report and commissioning certificate for each successfully completed Block, to be submitted AT report, verification of GPs, GIS mapping and commissioning certificate for each successfully completed GP to be submitted
14	O&M Phase Verification including Taken-over Network	$8\% \text{ of Award Price (released quarterly proportionately during contract period) } \times \text{ Number of GPs under O\&M during the quarter } \div \text{ Total GPs in the state}$	O&M Certification Reports, Penalty Reports, SLA Reports
15	Final Project Completion / Closure	5% of Award Price	No Objection / Final Completion Certificate from BSNL & GFGNL

Note: BoQ- Bill of Quantity (OFC KM)

BoM- Bill of Material (components)

Illustration on O&M payment:

The O&M payment shall be released on quarterly basis over the 3-year of contract period.

The amount payable for each quarter shall be calculated proportionately based on the number of GPs

for which O&M services are being provided against the total GPs in the Package.

Quarterly O&M Payment

= (8% of Award Price ÷ 12) × (Number of GPs under O&M during the quarter ÷ Total GPs in the Package)

The payment shall be supported by O&M Certification Reports, Penalty Reports, and SLA Reports verified by the Independent Engineer (IE).

- Note: *The advance shall be adjusted in the invoices submitted for the project (not O&M) after completion of 2nd milestone of PIA duly certified by IE .
- # Including the variation in RKM quantities (upward or downward), as indicated in Clause No.-4.38 and awarded to the IE by PMA.
- *In case of non-completion of a verification and acceptance testing of RKM due to ROW delays, payment of OFC construction shall be done as per actual completed portion (node to node) subject to 70% of nodes are completed in the ring

4.39.2 Operation and Maintenance Phase:

~~As per the Manpower requirement table of O&M phase, Bidder shall prepare the existing suitable manpower for Operation and maintenance KPI. Payment shall be released on successfully completion of PIA O&M charges penalty calculation and validation of respective quarter. Total O&M Payment identified on financial bid S.N 2 shall be equally divided into 4 quarters of 7 years till the end of Bharatnet PH-III project.~~

5.53 Payment Procedure

Note:

1. IE shall raise an invoice in the name of DBN, DoT for the completed work to the paying authority.
2. Payment shall be released by the GFGNL against the invoices raised by IE within 30 days on providing all the relevant documents timely and are complete in all reference.
3. All Payments shall be made in Indian Rupees only and shall be subject to provisions of KPI and Penalties.
4. All Payments should be subject to deductions of any amount for which the IE 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.

4.2 For claiming payments against services, the following documents are to be submitted by the Supplier to GFGNL:

- a) Invoice (e-invoice, if applicable) of 100% value including GST clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes etc.
- b) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note-1: If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

Note 2: Tax amount will be paid to the supplier only after supplier declares the details of the invoices

in its return in GSTR 1 and GSTR-3B filed by the supplier and the same is reflected in GSTR-2A/2B of GFGNL on GSTN portal.

Note 3: TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be) after compliance check for Sec 206AB & 206CCA.

Note 4: GFGNL can adjust/ forfeit Bank Guarantee/Security Deposit obtained from the supplier against

any loss of input tax credit to GFGNL on account of supplier's default.

Note 5: In case GFGNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

c) The Supplier shall submit a mandate for receiving payment of Rs. 5 lakhs and above electronically. Charges, if any, levied by the bank for electronic fund transfer shall be borne by the Supplier. The Supplier is required to submit the following information for this purpose:

i. Name of Beneficiary's Bank and Branch

ii. IFSC code of Beneficiary's Branch

iii. Account number of the beneficiary

iv. Branch serial number (MICR No.)

d) GFGNL, if required by Applicable Law, shall deduct withholding tax at source under Income Tax Act as

well as GST Act as per the applicable rates at the time of processing of the invoice for Supplies as well

as Services for which it shall provide tax withholding certificate to the Supplier. For GST, withholding certificate will be available automatically to vendor at its GSTIN login on acceptance of deduction.

Provided further, that if required by Applicable Law, GFGNL shall pay the GST on the approved invoice, in compliance with Applicable Laws to the Supplier who shall be obliged to pay the GST to the authorities within the statutory timelines provided under Applicable Law.

SECTION-6 Service Level Agreement (SLA)

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

6.1 Definitions of SLAs

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

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

6.2 Categories of SLAs

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

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

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

6.3 KPI, Timeline and Penalty:

In case IE delays providing service activities to GFGNL, then besides other remedies available to GFGNL under the contract, IE shall be liable to pay certain penalties to GFGNL, as per details below:

S N	KPI	Timeline	Penalty	Required Documentary Submission
1	Set up of functional office in the State and Deployment of Resources	15 days from the issuance of letter of Intent (LOI)	-₹2,000/day delay set up of functional office in the State. - ₹ 500 per resource per day of delay in	IE need to deploy required resources within 15 days from the issuance of letter of Intent (LOI)

			deployment of key personnel	
2	Technical scrutiny for designing of topology and fiber route validation	within 5 days on receipt of survey report and BOQ as per valid network design of ABP.	₹1000 per report per day of delay	Copy of verified report to be submitted
3	Material inspection	Within 5 days of delivery of material	₹500/ lot of delivery /day delay	Verified dispatch certificate, signed & stamped delivery Challan
4	Telecom grade shelter infrastructure	Within 5 days of submission of details by PIA or informed by GFGNL	₹500/ lot of completion report /day delay	Copy of verified AT report to be submitted
5	Review of completeness of OFC laying along with fixtures including ABD -GIS mapping	within 5 days of submission of measurement Book	₹500/span/day delay	Verified Measurement book, and AT report to be submitted
6	Acceptance testing at Block	within 5 days of intimation by PIA.	₹500/block/day delay	AT report and commissioning certificate for each successfully completed Block, to be submitted
7	Acceptance testing at GP	within 5 days of intimation by PIA.	₹500/GP/day delay	AT report and commissioning certificate for each successfully completed GP, to be submitted
8	Acceptance Testing of S-NOC including SW *	within 10 days of intimation by PIA	₹2000/ day Delay	AT report and commissioning certificate for NOC
9	Verification of PIA bills	within 5 days after submission by PIA.	₹500/day delay	Verified PIA bill to be submitted
10	Inspection from C-NOC	within 15 days after the bill	₹2,000/day delay	AT report and commissioning certification of C-NOC

		submission by PIA		
11	Replacement of manpower	within 5 days	₹500/day delay	CV of proposed resources
12	Absence of field staff	N/A	₹3,000/day (3-7 days), ₹5000 for 7+ days)	-
13	FTTX connection verification for BNU payment	Within 5 days after intimation by BNU partner or GFGNL	₹500/bill/day delay	Verified BNU partner bill to be submitted.

Note: * All the SW mentioned in ABP RFP(Tender ID: 310787 under S-NOC section 5.

- a. PIA will initiate the work only in presence of IE resource.
- b. The IE would be required to deploy an appropriate Team in the field within given time period before the commencement of work, for those master block or sub block where PIA's work is scheduled to start.
- c. GFGNL reserves the right to revalidate the work of the IE throughout the Contract Period. If GFGNL identifies any discrepancies in the validation work conducted by the IE, Penalty shall be levied as per below mentioned table. The above-mentioned penalties shall be over and above the LD.
- d. The total penalty cannot exceed the payment due for the respective work/activity/task (unit to be taken as block).
- e. Penalty to be capped as per the LD.
- f. The total value of the liquidated damages shall be limited to a maximum of 12% (Twelve percent) of the award cost.

Discrepancy penalty:

S N	Particular	Penalty
1	1st Incidence of discrepancy in validation	0.1% of order value
2	2nd and onward Incidence of discrepancy in validation	0.5% of order value
3	Frequent incident of discrepancy	Debarring/Black listing

The above-mentioned penalties shall be over and above the cap limit of LD/ penalties

SECTION-7 FINANCIAL BID

FINANCIAL BID FORMAT

SN	Level	Resource Type	Unit of Measurement	Quantity (A)	No of Month (B)	Unit Rate in INR without Tax for 1 Month (C)	Total Amount (without tax) D=A*B*C	Amount of CGST [E]	Amount of SGST (F)	Amount of IGST (G)	Total Tax H= E+F+G	Total Amount with Tax (D+H)	SAC Code	TDS Rate	TDS Session
Services including manpower, inspection, audit and all other activities as per scope of work mentioned in Section 3															
1	Central	Project Director	Man month	1	36							X1		10%	393 (1)
2	Central	Project Manager	Man month	1	36							X2		10%	393 (1)
3	District	Network Engineer	Man month	34	36							X3		10%	393 (1)
4	Block	Field Technician	Man month	135	36							X4		10%	393 (1)
5	Central	GIS & PM Tool Expert	Man month	1	36							X5		10%	393 (1)
6	Central	NOC Expert	Man month	1	36							X6		10%	393 (1)
7	Central	Network Design Expert	Man month	1	36							X7		10%	393 (1)
8	Central	Team Lead	Man month	3	36							X8		10%	393 (1)
Total												(X1+X2+X3+X4+X5+X6+X7+X8)		10%	194J(1)(a)

Declaration by bidder in price sheet:					
1	We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date"				
2	We hereby certify that HSN/SAC shown in column name "SAC code" are correct & credit of GST for the amount shown in column "Total Tax" are admissible as per GST Laws				
Name of Bidder:					
GSTN Numbers:					

Note:

- The Total amount with tax shall be evaluated for financial bid.
- The Items mentioned above is notational and for calculation purpose. However, the Tenderer may reduce or ask for additional quantity as per it's actual requirements. The proportionate cost will be considered as per requirement. Tenderer may derive per unit cost on pro-rata basis for it's requirements. Payment shall be disbursed accordingly.
- Above charges should be inclusive of all applicable taxes & GST.

SECTION-8 ANNEXURES & FORMATS

8.1 Format I

Proposal Covering Letter

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

Tender Ref No:

To

CFO (-----)

Gujarat Fibre Grid Network Limited.

Block No: 6, 5th Floor, Udyog

Bhavan, Sector-11, Gandhinagar

382010

**Ref: RFP for selection of Service Provider for providing ----- for a period of ---
--- Years**

Dear Sir,

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

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

Yours Sincerely,

(Signature)

Name of Authorized Signatory:

Designation:

Date:

Name of the bidder:

8.2 Format II

Format for Power of Attorney

(To be provided in original on stamp paper of value required under law duly

Signed by 'bidder') Dated:

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, _____ (name and registered office address of the we constitute, appoint and authorize _____ Bidder) do hereby (Name of the Mr./Ms./Mrs. _____ Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose Signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Contract "RFP for selection of Service Provider for providing _____ for a period of _____ Years" , vide RFP (Tender Document) Document No. _____ dated _____, issued by Gujarat Fibre Grid Network Limited (GFGNL), including Signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Gujarat Fibre Grid Network Limited (GFGNL) or any governmental authority, representing us in all matters before Gujarat Fibre Grid Network Limited (GFGNL), and generally dealing with GFGNL in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

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

(Name, Title and Address of the Attorney)

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

8.3 Format III

Bank Guarantee format for Earnest Money Deposit

To

Dated:

CFO (-----)

Gujarat Fibre Grid Network Limited

Block No: 6, 5th Floor, Udyog

Bhavan, Sector-11,

Gandhinagar 382010

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

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

----- KNOW ALL MEN by these presents that WE having

our registered office at -- (hereinafter called "the Bank") are bound unto the____, Gujarat Fibre Grid Network Limited in the sum of _____ for which payment well and truly to be made to Gujarat Fibre Grid Network Limited (GFGNL) , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----
-----day of --2026.

THE CONDITIONS of this obligation are:

The EMD may be forfeited, In case of a Bidder if:

- 1) The bidder withdraws its bid during the period of bid validity.
 - a. The Bidder does not respond to requests for clarification of their Bid.
 - b. The Bidder fails to co-operate in the Bid evaluation process.
 - c. The bidder, fails to furnish Performance Bank Guarantee in time.
- 2) The bidder fails to Sign the contract in accordance with this RFP
- 3) The bidder is found to be involved in fraudulent and corrupt practices

We undertake to pay to the GFGNL up to the above amount upon receipt of its first written demand, without GFGNL having to substantiate its demand, provided that in its demand GFGNL will specify that the amount claimed by it is due to it owing to the occurrence of any of the above-mentioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 6 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the GFGNL and further agrees that the guarantee herein contained shall continue to be enforceable till the GFGNL discharges this guarantee The

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

The Bank also agree that the GFGNL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without

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

Dated at _____ on this _____ day _____ of _____

_____2026. Signed and delivered by

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

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

8.4 Format IV

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To,

CFO (-----)

Gujarat Fibre Grid Network Limited

Block No: 6, 5th Floor, Udyog

Bhavan, Sector-11,

Gandhinagar 382010

Dear Sir,

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

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

1. WHEREAS we____("the Bank", which expression shall be deemed to include its successors and permitted as Signs) have agreed to give the Gujarat Fibre Grid Network Limited ("GFGNL") the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to GFGNL under the terms of their Agreement dated__.

Provided, however, that the maximum liability of the Bank towards GFGNL under this Guarantee shall not, under any circumstances, exceed
_____ in aggregate.

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

Attention Mr._____.

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

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

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

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

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

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

Dated this Day of ,2024

Witness

(Signature)

(Name)

(Official Address)

(Signature)

Bank Rubber Stamp

(Name)

Designation with Bank Stamp

Plus Attorney as per Power

of Attorney No.

Dated:

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

8.5 Format V

Earnest Money Deposit Details

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

Eligibility Criteria

Form No. A: Company Registration

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

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

Form No. B: Office in GUJARAT

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

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

Form No. C: Work Experience

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

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

Financial Details of the Bidder

Turnover (INR: In Lakh)		
2023 – 24	2024 – 25	2025-26

Note:

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

Name:

Designation:

Signature of the Authorized Signatory (with seal):

8.6 Format VI

Performa of Compliance Letter

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

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

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

Dear Sir,
With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of
<<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>. We have to inform you that we have read and understood the technical specifications and total requirements of the above-mentioned bid submitted by us on <<Date>>. We hereby confirm that all our quoted items meet or exceed the requirements and are absolutely compliant with specifications mentioned in the bid document.
We also explicitly understand that all quoted items meet technical specifications of the bid and that such technical specifications override the brochures/standard literature if the same contradict or not indicated in brochures.
We are not banned or blacklisted by any Government institution of India.
In case of breach of any of the terms and conditions of the tender or deviation from bid specifications other than already specified as mentioned above, the decision of GFGNL Tender Committee for disqualification will be final and accepted by us.

Thanking you,

For <Name of the bidder>>
<<Authorized Signatory>>
<<Stamp of the bidder>>

8.7 Format VII

Declaration Letter

Physical submission on Company's letter head.

Date : <<dd-mm-

yyyy>> To,

CFO (-----)

Gujarat Fibre Grid Network Limited

Block No: 6, 5th Floor, Udyog

Bhavan, Sector-11, Gandhinagar

382010

Subject: DECLARATION OF NOT BANNED/BLACKLISTED/DEBARRED

Dear Sir,

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

Signature : _____

Name : _____

Designation : _____

Name of the Company : _

Date : ____/____/____.

Place : ____.

8.8 Format VIII

On letterhead of Bidder/ESP/OEM

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

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

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

(Signature)

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

Format of MAF/OEM Authorization

To

Subject: _____

We, _____ who are established
and _____

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

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

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

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

Sr. No.	Product Name	Make & Model

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

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

Yours

faithfully,

(Name)

(Name of manufacturers)

8.10 Format X

Affidavit Format

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

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

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

Signed & Sealed by an authorized Signatory.

8.11 Format XI

Declaration to be submitted by Bidders

(On Company's Letter Head)

I, _____ in capacity of authorized signatory of M/s.....having Regd. office at....., hereby declare that if we are appointed as Project Implementing Agency (PIA), either as a sole bidder or as a member of a consortium bidder, in the Tender No. 310787 issued on 04.06.2026, then the bid submitted for this tender shall be treated as non-responsive.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

*(To be submitted on Plain Paper)***INTEGRITY PACT****Between****Gujarat Fibre Grid Network Limited (GFGNL)**

(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 will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for, or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the applicable Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during contract execution:
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or execution of the contract any material or other benefit which the person is not legally entitled to.
 - b. The Bidder(s)/Contractor(s) will not enter into any undisclosed agreement or understanding, whether formal or informal, with other Bidder(s)/Contractor(s).
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly any information or documents provided by the Principal.
 - d. The Bidder(s)/Contractor(s) will disclose the name and address of all agents/representatives in India, if any.
 - e. The Bidder(s)/Contractor(s) will disclose all payments made to agents, brokers or any other intermediaries.
 - f. Bidder(s)/Contractor(s) who have signed the **Integrity Pact** shall not approach the Courts while representing the matters to **Independent External Monitors** (IEMs) and shall wait for their decision in matter.

- g. To disclose and transgression with any other company that may impinge on the anti corruption principle.
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 their 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 GFGNL Procurement Manual which is in-force on the date of Publication of tender.

Section 4 – Compensation for Damages

- (i) 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.
- (ii) 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 the amount equivalent to liquidated damages (LD) of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee (PBG) in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous Transgression

1. The Bidder declares that no previous transgression occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India.
2. If the Bidder makes incorrect statement on this subject, the Bidder can be disqualified from the tender process or action can be taken as per the procedures of the Principal.

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.
2. The Principal will enter into identical agreements with all Bidder(s)/Contractor(s).
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 Violating Parties

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or 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 Chief Vigilance Officer.

Section 8 – External Independent Monitor / Monitors

1. 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/her functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the GFGNL.
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.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractor(s) /Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on “Non-disclosures of Confidential Information” and of “Absence of Conflict of Interest”
In case of any conflict interest arising at a later date, the independent external monitor shall inform GFGNL Official and recuse himself/herself from that case.

5. 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.

6. 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.

7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the ‘Principle’ and should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the GFGNL Official, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and GFGNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word ‘Monitor’ would include singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it.

It expires:

- for the Contractor: 12 months after the last payment under the contract,
- for all other Bidders: 6 months after the contract award.

Claims arising out of this Pact remain valid during this period.

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/Gandhinagar. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership, this agreement must be, signed by all partners.

4. 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.

5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs. For the Principal For the Bidder/Contractor

For the Principal

Signature: _____

Name: _____

Designation: _____

Date: _____

For the Bidder / Contractor

Signature: _____

Name: _____

Designation: _____

Date: _____

8.13 Annexure-XIII

**Format for Employee Strength
(To be Submitted by Bidder)**

1. Bidder Details

- Name of Bidder / Lead Member:
- Name of Consortium Member (if applicable):
- Tender Reference No.:
- Period Considered (12 months): From _____ to _____

2. Summary of Average Permanent Employees

Sr. No.	Level	Minimum Required	Average Number of Employees (Last 12 Months)
1	Project Director (PD)	1	_____
2	Team Lead (TL)	3	_____
3	Network Engineer (NE)	34	_____

3. Month-wise Employee Details (Supporting)

Month	PD	TL	NE	Total Permanent Employees
Month 1				
Month 2				
Month 3				
Month 4				
Month 5				
Month 6				
Month 7				
Month 8				
Month 9				
Month 10				
Month 11				
Month 12				
Average	_____	_____	_____	_____

4. Calculation Sheet

Level	Total (12 Months)	Average (Total ÷ 12)
PD	_____	_____
TL	_____	_____
NE	_____	_____

5. Bidder Declaration

We hereby certify that:

- The above details represent **permanent employees on payroll**.
- No contractual/outsourced manpower has been included.
- Data is derived from authentic payroll records and is true and correct.

Authorized Signatory

Name:

Designation:

Seal:

6. Statutory Auditor Certificate

We have verified the payroll and relevant records of **M/s** _____ for the period _____ to _____ and certify that:

- The data provided above reflects the **average monthly permanent employee strength**.
- The calculation methodology is correct as per RFP requirement.
- The figures are true and fair based on verified records.

For (Audit Firm Name)

Chartered Accountants

Name of Partner:

Membership No.:

FRN No.:

UDIN:

Signature:

Seal:

Date:

8.14 CV Format:

1.	Name of Person		Photo
2.	Name of Firm		
3.	Proposed Role		
4.	Education		
5.	Professional Certifications		
6.	Countries of Work Experience		
7.	Employment Records		
From:		To:	
Employer:			
Position Held:			
From:		To:	
Employer:			
Position Held:			
From:		To:	
Employer:			
Position Held:			

8.	Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned	
Project Name		
Year		
Location		
Client		
Main project Features		
Position Held		
Activities Performed:		
Expert Contact Info:		
E-mail:		
Phone:		
<u>Certification:</u>		
I, the undersigned, certify that to the best of my knowledge and belief that		
• This CV correctly describes my qualifications and my experience		
• I was not part of the team who wrote the Scope of Work for this RFP		
• I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged		
Name of Expert:		Signature
		Date:

8.15 Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

This joint bidding agreement is entered into on this the ____ day of ____ 20____
AMONGST

1. _____ Limited, a company incorporated under the Company Act. 1956/2013 and having its registered office at _____ (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)
AND
2. _____ Limited, a company incorporated under the Company Act. 1956/2013 and having its registered office at _____ (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

- (A) Gujarat Fibre Grid Network Limited having its corporate office at Udyogbhavan, Block 6, 5th floor, Gandhinagar represented by it's CMD (hereinafter referred to as the “ GFGNL ” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “Bids”) by its Request for Proposal No. . dated . . . (the “RFP”) for Selection of Independent Engineer (IE) agency for Amended BharatNet Program
- (B) The Parties are interested in jointly bidding for the package as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the package, and It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purpose of jointly participating in the Bidding Process for the package.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this package, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the package, the Lead Member shall enter into a Contract Agreement with the GFGNL and for performing all its obligations as the IE in terms of the Contract Agreement for the package.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the

Bidding Process and until the expiry of the Defects Liability Period under and in accordance with the Contract Agreement;

(b) Party of the Second Part shall be {the Technical Member of the Consortium;

5. Joint and Several Liability

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the package and in accordance with the terms of the RFP and the Contract Agreement.

5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the GFGNL shall be entitled to rely upon any such action, decision or communication of the Lead Member. The GFGNL shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry of the Defects Liability Period under the Contract Agreement, in case the package is awarded to the Consortium. However, in case the Consortium is either not qualified for the package or does not get selected for award of the package, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the GFGNL to the Bidder, as the case may be.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the GFGNL

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER	SECOND PART	THIRD PART by:
(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation)
(Address)	(Address)	(Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

8.16 **Power of Attorney for Lead Member of Consortium**

(To be executed on Stamp paper of appropriate value)

Whereas On behalf of Digital Bharat Nidhi (DBN), Department of Telecommunication, Government of India, Gujarat Fibre Grid Network Limited, **GFGNL**, Gandhinagar invites online sealed tenders, on rupee payment basis, in two bid (Technical & Financial) system, for Selection of Independent Engineer (IE) for Amended BharatNet Program in the States, vide Tender Enquiry No. dated

Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

I, having our registered office at (hereinafter collectively referred to as the “Principal”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). I hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium during the bidding process and, in the event the Consortium is awarded the contract during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Intent, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Master Service Agreement is entered into with the Authority.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPAL ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

8.17 Check List:

#	Particulars of documents to be submitted	Documents Name in Bid	Comment
1	Demand Draft in favour of GFGNL, drawn on any nationalized / scheduled bank and payable at Ahmedabad/Gandhinagar, submitted towards tender fee/ cost of the tender documents.		
2	Original copy of the Bid Security		
3	Scanned copy of “Demand Draft in favour of Gujarat Fibre Grid Network Limited, drawn on any nationalized/ scheduled bank and payable at Ahmedabad/Gandhinagar, Gujarat, towards tender fee/ cost of the tender documents		
4	Declaration that no addition/deletion/ corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on tender Portal and all amendments /corrigendum/ clarifications issued by GFGNL have been taken into account.		
5	Non-Relation Certificate duly signed by all Directors of Company		
6	Bid form duly filled & signed		
7	List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es)along with contact telephone numbers of office and residence.		
8	Undertaking duly signed by the bidder stating that it shall be liable for due performance of the contract		
9	For supply of any software i.e. operating system or any applications software the bidder should submit a Certificate Of Authenticity (COA), issued by the respective OEM and duly signed by Authorized Signatory of the bidder stating that all Software supplied are authentic and legal copy is/are being supplied.		

#	Particulars of documents to be submitted	Documents Name in Bid	Comment
10	Clause-by-clause compliance. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder		
11	Scanned copy of notarized Power of Attorney for signing the bid document and authorization for executing the power of attorney as per clause 14.4 of Section II along with Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers		
12	Integrity Pact		
13	Certificate of Incorporation and Memorandum & Article of Association		
14	Self-attested Copy of PAN & GSTIN registration		
15	Completion Certificate issued & signed by the competent authority of the client entity along with the supporting documents such as Work order/ Purchase order OR Contract clearly highlighting the scope of work Bill of Material and value of the contract/ order.		
16	Undertaking from the bidder as per format given that bidder is not blacklisted/ debarred with Ministry of Communication or GFGNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021		
17	Audited/ Unaudited financial statements for net worth and average annual turnover as per eligibility criteria		
18	Certificate from the Statutory Auditor for net worth and average annual turnover for the financial year preceding the Bid Date as per eligibility criteria		
19	Approval from Reserve Bank of India/ SIA in case of foreign collaboration, if applicable.		

#	Particulars of documents to be submitted	Documents Name in Bid	Comment
20	A Self-declaration for not being declared as non-performer in any DIGITAL BHARAT NIDHI(DBN) project(s),		
21	Undertaking in the form of an affidavit, to be submitted by the bidder and consortium partners (if any), in the format given		
22	Joint bidding agreement, if Bidder is a consortium member		
23	Undertaking duly signed by Lead bidder and its consortium partner(s) stating that all of them shall be liable for due performance of the contract jointly and severally as per clause 12.8(d) (if applicable).		
24	Land border sharing if bidder is from a country which shares land border with India		
25	Letter of Authorization for attending bid opening		
26	Undertaking & declaration duly filled & signed (Certificate for having understood the terms & conditions of tender and specification of work)		
27	Detailed summary of turnover/ net worth details in excel format		

8.18 Undertaking for near relationship certificate

Near-Relationship Certificate

(Format of the Certificate to be given as per the bid document by the bidder in respect of status of employment of his/ her near relation in GFGNL and BSNL)

*I _____ S/O _____ R/O _____ hereby certify that none of my relative(s) as defined in the tender document is/are employed in any GFGNL and BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship.

OR

* Following are the details of near relatives working with the GFGNL and BSNL.

S. N	Name of the Relative	Designation	Name of the Unit (Office & section of GFGNL and BSNL) where working

* Strike off whichever is not applicable.

In case at any stage, it is found that the information given by me is false/ incorrect, GFGNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the Proprietor/ Partners/ Directors of the BIDDER entity

With date and seal

8.19 Dispute Resolution Committee clause:

8.18.19.1 Dispute Resolution Committee (DRC)

8.19.1.1 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.

8.19.1.2 If the dispute remains unresolved after direct negotiation and communication, the parties shall establish a package wise Dispute Resolution Committee (DRC). The DRC shall comprise the following members:

- a) GFGNL – Gujarat Fibre Grid Network Limited- Zone Head
- b) PIA (Project Implementing Agency) – Authorized Representative
- c) IE (Independent Engineer) - Authorized Representative

8.18.19.2 Dispute Adjudication Board (DAB)(list of issue)

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 as provided in Clause 19.1 above.

The DAB shall be established on a package-wise basis and shall consist of the following members:

- a) GFGNL – MD, GFGNL
- b) PIA (Project Implementing Agency) – Authorized State Representative
- c) IE (Independent Engineer) - Authorized State Representative

8.19.3 The mechanism for resolution of disputes through conciliation under Outside Expert Committee (OEC) :

If any difference or dispute (hereinafter referred to as "Dispute") remains unresolved after negotiations and the intervention of the BAB also the party aggrieved (hereinafter referred to as "Claimant") shall refer the dispute to the conciliation under Outside Expert Committee (Hereinafter referred to as "OEC"). The OEC nominated by DBN/ GFGNL shall be comprised of 3 members who shall be independent in terms of Section 12 read with Schedule 5 of the Arbitration and Conciliation Act, 1996 (hereinafter referred "act") The proceedings shall be governed by Part III of the Act. The detailed procedure has been given in Annexure A.

Annexure A

1. Conciliation through Outside Expert Committee (OEC):

- A. If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the third party contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee (OEC) as provided in the conduct of proceedings through OEC in Annexure B
- B. The venue of the OEC meeting shall be as decided by DBN/ GFGNL.

- C. OEC members will be paid fees and provided facilities as per prevalent guidelines.
- D. Parties are free to terminate the conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act, 1996.
- E. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 shall be applicable to the conciliation proceedings and the parties and the OEC members shall be bound by the same.

Annexure B

Conduct of Conciliation Proceedings by OEC

Proposal for OEC

1. The Claimant shall give notice for conciliation to the other parties. The notice shall be given to the concerned officer(s) named for the other parties in the third party contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any issue thereafter. It shall be ensured by parties that no parallel proceedings relating to dispute under the same contract are going on in any Court/ Forum /Tribunal. In case, if any dispute is pending relating to the same Contract, then both the parties shall either withdraw the proceedings from the Court/ Tribunal / forum or shall keep the case in abeyance.

Constitution of OEC

2. The OEC shall comprise of 3 members, appointed by DBN/ GFGNL.
3. In case of vacancy created because of the resignation/recusal of any member, or if any OEC member is not available to attend further OEC Meetings, the vacancy shall be filled by the nomination by the DBN/ GFGNL.
4. The OEC members shall give a declaration of independence and impartiality (as per Appendix) to both the parties before the commencement of the OEC proceedings.

Constitution of OEC

5. The claimant shall submit its statement of claims to OEC members, and to the other party(ies) (hereinafter referred as “Respondents”) prescribed in the appointment letter within 30 days of the issue of the appointment letter (as per Appendix, placed below clause 21).
6. The respondents shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims.
7. Parties may file their rejoinder/additional documents if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter, except with the permission of OEC.
8. OEC will commence its meetings only after completion of the pleadings.
9. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations. In exceptional circumstances such as death/serious illness of OEC member or if any OEC member has resigned/recused himself from the case during OEC proceedings and non-appointment of any other member in the place of vacancy so caused, then with the consent of all the parties, two OEC members shall give and sign the recommendations. At

the conclusion of OEC proceedings, OEC members shall give its recommendations for resolution of disputes based on material before it with proper justification and reasons. Failure report or recommendations without reasons shall not be construed to be a recommendation by the OEC.

10. The parties shall be represented by their in-house employees/executives. No party shall be allowed to bring any advocate or outside consultant/advisor/ agent to contest on their behalf. Ex-officers of BSNL and/or DBN who have handled the matter in any capacity are not be allowed to attend and present the case before OEC on behalf of Contractor.
11. Solicitation or any attempt to bring influence of any kind on either OEC Members or GFGNL or DBN is completely prohibited in conciliation proceedings and DBN/ BSNL reserves the absolute right to close the conciliation proceedings at their joint discretion if they apprehends any kind of such attempt made by the Contractor or its representatives.
12. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
13. OEC will give full opportunity of hearing to the parties before giving its recommendations.
14. OEC will conclude its proceedings in generally 4 meetings, and give its recommendations within 60 days of its first meeting. OEC will give its recommendations to all the parties recommending possible terms of settlement. DBN/ GFGNL may extend the time/ number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.
15. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.

Actions after OEC Recommendations

16. The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.
17. Each party shall communicate its comments/response on the Recommendations given by the OEC along with its decisions whether the recommendations are acceptable or not, to the other parties within a period of 15 days from the electronic receipt of the recommendations of OEC. If recommendations are acceptable by all the parties, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed within 15 days of last communication of the period ending 15 days within which the decision of the parties has to be communicated, and same shall be authenticated by all the OEC Members. The Agreement so signed and authenticated shall have the same effect as an award passed under Section 30 of the Arbitration and Conciliation Act, 1996.
18. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings. However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.
19. The parties shall keep confidential all matters relating to the conciliation proceedings including minutes of OEC meeting and Recommendations of OEC. Parties shall not rely upon them as

evidence in any arbitration / court proceeding whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,

- a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b. admissions made by the other party in the course of the OEC proceedings;
- c. proposals made by the OEC;
- d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

20. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by BSNL or DBN to Govt. of India or its authorities, if required.

21. The OEC members shall be entitled to the Fee as applicable

Appendix

Declaration of independence and impartiality by OEC Member

To,

1. GFGNL
2. DBN
3. Contractor

Subject: Declaration of independence and impartiality by Outside Expert Committee (OEC) Member in the dispute under Contract No _____.

I, the undersigned, hereby accept to act as Member of the Expert Committee and conciliate in the disputes under reference between the parties above named, I confirm that I am aware of the requirements of law particularly of the Arbitration and Conciliation Act, 1996, to act as a conciliator, I am able to act as conciliator and am available to act as Member of the Expert Committee, I hereby declare that I am independent of each of the parties and have no ownership interest in any part of the contract under reference or any financial interest in the said contract. I have no interest in the outcome of the dispute or its settlement.

I hereby affirm that I shall act with honesty, integrity, diligence, and will remain independent and impartial while discharging my duties as conciliator/OEC Member. I will disclose any interest or relationship with the parties or the subject matter which might compromise in any manner my ability or capacity to remain impartial and independent in the matter.

I further, being a member of the OEC, agree to abide by the terms and conditions of Clause _____ and conduct the proceedings as per Clause _____ of the Contract/Agreement No. _____.

(Signature) Name:

Address:

Phone:

Email:

Date:

8.20 Consortium Agreement

(On Rs. 100 Non-Judicial Stamp Paper)

In compliance to **Clause No..... of Tender No. dated**, a consortium has been formed on **<Date>** between **<Bidder's Name>** and <Consortium partner names> to meet various eligibility conditions and experience criteria specified in the Tender No _____, dated ____.

It has been agreed among bidder and the consortium partner/s that **<Bidder's Name>** is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. "Lead Bidder" and the "Bidder" have been used interchangeably. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred tender and have authorised the "Lead bidder" by way of duly executed power of attorney in his favour to act on their behalf.

It has been agreed that the bidder as well as consortium partners shall furnish separate Performance Bank Guarantees (PBGs) for Work order (WO) for an amount specified in the Section 5 Part A of tender.

It has also been agreed that the in its capacity as lead Bidder, **<Bidder's Name>** will interact with GFGNL for all obligations.

The Lead bidder and consortium partners shall be liable for due performance of the contract jointly and severally, whereas the responsibility of Consortium Partners other than lead bidder, shall be limited to such Consortium Partners share of obligations in the contract for products and /or services as define in the agreement signed between the Lead Bidder and Consortium Partners and is in accordance with the tender requirements.

The details of Bidder and consortium partners are as under: -

Bidder Name>: - <Details containing Registered office & correspondence address>

<Consortium Partners >: - <Details containing Registered office & correspondence. address>

:

:

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written

Particulars	Lead Bidder	Consortium Partner 1
Name of Firm/Company		
Registered Office Address		
Correspondence Address		
Authorised Signatory Name		
Designation		
Contact Phone		
Email ID		
Signature		
Date		
Witness Name		
Witness Designation		
Witness Contact Phone		
Witness Email ID		
Witness Signature		
Witness Date		