



GUJARAT INFORMATICS LIMITED

Block No: 1, 8th Floor, Udhyog Bhavan,
Sector-11, Gandhinagar: 382 010
Phone No: 23256022, Fax No: 23238925

**Gujarat Informatics Limited, Gandhinagar
Invites Bid For
Supply of RAW Internet Bandwidth
for GSWAN users on behalf of
Department of Science & Technology,
Government of Gujarat, Gandhinagar**

Last Date of Receipt of Bid : **20.04.2013 at 1700 hours**

Date of Opening of Bid : **22.04.2013 at 1500 hours**

Bid Processing Fee: Rs. 2000

Table of Contents

| Sr.No | Description |
|--------------|----------------------------|
| 1. | Introduction |
| 2. | Scope of work |
| 3. | Eligibility Criteria |
| 4. | Instructions to the Bidder |
| 5. | Evaluation Methodology |
| 6. | Bid Opening |
| 7. | Award of Contract |
| 8. | Signing of Contract |
| 9. | Schedule of Requirements |
| 10 | Annexures T-1 & F-1 |
| 11 | SLA Agreement (Draft) |

Closing Date & Time: 20.04.2013, 1700 Hrs

Un-price Bid Opening Venue:

Gujarat Informatics Limited

Block no. 1, 8th floor,
Udhyog Bhavan, Sector-11,
Gandhinagar-382010,

***NOTE: Please address all queries and correspondence to,**

Sr. Manager (FM),

Gujarat Informatics Limited,
8th Floor, Block No.1, Sector-11, Udhyog Bhavan,
Gandhinagar-382010

Phone: 23259239,

E-mail: viveku@gujarat.gov.in;
info@gujaratinformatics.com

Introduction

Using latest and state-of-the art technology, The Government of Gujarat (GoG) has established IP based State Wide Area Network (GSWAN) to improve the administrative efficiency. The WAN is envisaged as the backbone network for data, video and voice communications throughout the State, for the Government operations. GSWAN has modernized the communication set up for Intra-Government and Government-Citizen services. GSWAN has a suitable topology, uses state-of-art technologies and has flexibility to expand/upgrade to cover all parts of the state. All Government communication and IT infrastructure would be linked to GSWAN.

GSWAN links Government offices at the State Secretariat (Sachivalaya), Gandhinagar, called as the State Centre (SC), District Head quarter called as Distinct Centre, and all the Taluka Head quarters called as Taluka Centre (TC) of Gujarat. GSWAN has been implemented to provide Data / Voice / Video services to various designated offices at GoG. The key applications envisaged on the network are broadcast, Video Conferencing, Voice and Data Communication, Intranet Operation.

GoG has been utilizing total 90Mbps Internet Bandwidth for GSWAN, which have been provided by (i) Airtel -64Mbps and (ii) BSNL– 26Mbps.

The proposals are hereby invited from the Internet Bandwidth Providers having capability, and resources to provide the Internet Bandwidth as per the requirement of GoG. Bandwidth provider is required to maintain the service delivery uptime of 99 %, for which they have to sign Service Level Agreement (SLA) with GoG, as per the enclosed format.

Gujarat Informatics Limited (hereinafter referred to as “GIL”), on behalf of Department of Science & Technology, Gandhinagar intend to invite offers through E-tendering route for supply, Installation & commissioning of RAW Internet Bandwidth for GSWAN users on behalf of Department of Science & Technology, Government of Gujarat, Gandhinagar.

2.0 Scope of Work

Department of Science & Technology, GoG wants to procure Internet Bandwidth (1:1 Raw) (As per requirement of DST as per point 9.0 Schedule of Requirements table) or more Internet bandwidth for their GSWAN network. The Internet Bandwidth is required to be terminated at State Data Center, Gandhinagar and Mini Data Center, located at Baroda, Rajkot and Mehsana and in future if require at Surat

At present, the requirement of 1:1 unshared Internet Raw Bandwidth as Per Schedule Of Requirement (price bid).But Department of Science & Technology may ask service provider to immediately increase if required. Service Provider has to keep provision of giving burstable Internet bandwidth & the rates will be as per finalized rates. Service Provider has to arrange fiber & other last mile equipment accordingly.

In Gandhinagar State Data Center, Department of Science & Technology may take internet bandwidth from two different ISP at lowest negotiated rates.

Technical Specifications:

- (i) The bandwidth must be through under sea cable or through Satellite.
- (ii) Latency on Atlantic or Pacific routes should not exceed 350 mSec.
- (iii) The Internet bandwidth required is 1:1 Raw with 100% throughput.
- (iv) Up time guarantee must be 99 % failing which a penalty will be applicable.
- (v) Provider must have minimum two sources of bandwidth input at his NOC either from undersea cable or Satellite.

Delivery of bandwidth:

- (i) Bandwidth must be delivered at GSWAN control room at Gandhinagar State Data Center at provider's cost.
- (ii) **Installation & Commissioning of bandwidth:** Within 4 weeks from the date of Work Order.
- (iii) Provider must deliver this bandwidth on Fast Ethernet (100 MB) port which will be taken as input on GSWAN Router. This is to ensure no physical changes are to be done in future up gradations.
- (iv) Provider must deliver this bandwidth on a fiber optic cable network to the GSWAN control room at State Data Center, Gandhinagar & Mini Data Center, located at Baroda, Rajkot, Mehsana and Surat if require. GoG will provide space for termination equipment at control room.
- (v) For bandwidth requirement of other departments of GoG or for bandwidth requirements at other locations then GSWAN control room, carrying cost and required equipment from the ISP node to the required location will be given extra at TRAI rates. However provider has to manage this and give a single point solution to GoG

Rate Contract:

- (i) This tender is for Supply of Raw Internet bandwidth to be delivered at GSWAN control room at State Data Center/Mini Data Center within the state of Gujarat.
- (ii) Order for bandwidth can be placed anytime during the tenure of the tender and the minimum contract period will be for 1 year.
- (iii) It has been observed that there is a considerable price reduction in cost of Internet bandwidth during last 2 years. Hence GoG may review the prices every six months and vendor is required to match the prevailing market price for Internet bandwidth.

Project Management:

- (i) Bidder shall act as single Bidder to organize and manage the entire project – including design, supply, installation and commissioning of all required hardware, software, networking, accessory items and local wiring for electrical power supply etc. The Bidder shall be in a position to test, demonstrate and certify the basic requirements in accordance with the contract.
- (ii) The Bidder will be responsible to undertake and complete the works related to supply installation and commissioning services any where in the state of Gujarat promptly and within the duration prescribed by GoG.
- (iii) The Bidder will be responsible to provide the Internet Bandwidth at the locations at the agreed price. The works are to be completed on turnkey basis. The Bidder shall be responsible for implementation of the work as defined.
- (iv) The Internet Bandwidth shall be supplied strictly in accordance with the specifications and conditions stated in the SLA.
- (v) The proposed system should be scalable and upgradeable with sufficient capacity in a modular manner.
- (vi) The Bidder shall give presentation about his proposal to the committee nominated by the state government of Gujarat

Validity:

Validity of this contract is for a period of 2 year. No upward revision will be permitted in rates of Internet bandwidth in these 2 years.

3.0 Eligibility Criteria

The bids are hereby called for from the Bidders who fulfil following technical & financially eligibility criteria in providing (1:1 Raw) of Internet bandwidth. For the existing bandwidth provider to GoG, the source should be different from the existing one.

Technical

- (i) The Bidder must have sufficient experience and expertise in providing Internet Bandwidth. The Bidder must be in the ISP business for more than 5 years and must have minimum 20 customers of 2 Mbps across India and should have at least one customer in Gujarat. The list of the customers with name and contact details must be provided along with the bid.
- (ii) The Bidder has to be a licensed ISP by Dept of Telecommunications. Bidder is required to enclose valid ISP license with the bid.
- (iii) The Bidder must have supplied at least 100 Mbps internet bandwidth across India.
- (iv) The Bidder must be able to provide MPLS backup facility.
- (v) The Bidder must provide internet capacity with last mile connectivity on fiber.
- (vi) The Bidder must have a customer support facility.
- (vii) The Bidder's ISP Network uptime should be at least 99.5, and Packet loss should be less than 1%.
- (viii) The Bidder should have local presence and service support infrastructure in the state to provide required services. Please attach the copies of any two of following: Telephone Bills of last one year/ Property tax bill/copies of Electricity Bills of last one year/VAT/CST Registration/Lease agreement.
- (ix) Consortium is not allowed.

Financial

- (i) The average annual financial turn over of the Bidder should be more than Rs. 3 Crores during the last three years. The copies of Audited Annual Accounts for last three years shall be attached along with the bid.
- (ii) The Bidder should be financially sound. The Bidder must submit Audited Balance Sheets and Profit and Loss Account of Annual report for the last three financial years preceding the last date of submission of the proposals.
- (iii) The Bidder shall furnish up-to-date Income Tax Clearance Certificate and Sales Tax Registration and Clearance Certificate and EPF Code number.

The Bidder must attach valid documents in support to their Technical and Financial capabilities / strength, as mentioned above. Without proper supporting documents, proposal is liable to rejection.

Note: Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids 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 agency licensed by Controller of Certifying Authority,

Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

4.0 Instructions to Bidder

- The Bid Processing Fees of Rs. 2,000/- (Non refundable) & EMD of Rs. 1,50,000/- (refundable) in the form of demand draft on or before the date and hours of opening of the bids in a sealed cover at GIL office with the heading “**Bid Processing fees and EMD for the tender for supply, Installation & commissioning of RAW Internet Bandwidth for GSWAN users on behalf of Department of Science & Technology, Government of Gujarat, Gandhinagar**”. Bid Processing fees and E.M.D. must be in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter. **Please affix the stamp of your company on the overleaf of demand draft.**
- The EMD of successful bidder will be released after bid validity. The EMD of the unsuccessful bidder will be released after signing of contract with successful bidder.
- The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. in case of a successful Bidder, if the Bidder fails:
 - to sign the Contract as mentioned above or
 - to furnish performance bank guarantee as mentioned above or
 - If the bidder is found to be involved in fraudulent practices.
- The Bidder shall bear all costs associated with the preparation and submission of its application/proposal.
- The Bidder shall attach the relevant information in the prescribed formats. Technical bid not submitted in the prescribed formats shall be liable for rejection.
- At any time prior to the deadline for submission of bid, The Government of Gujarat for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders may modify the document by amendment. These amendments will be placed on the web site <https://gil.nprocure.com> & www.gujaratinformatics.com.
- The Clarifications must be submitted in writing at GIL at least 10 days before the last submission date. Thereafter the clarifications received from the bidders will not be entertained.
- In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
- The Government of Gujarat in its sole discretion reserves the right to reject any or all the Bidders without assigning any reasons whatsoever.
- The bid should be submitted on the website <https://gil.nprocure.com> on or before 1700 Hours, **20.04.2013**.

The Technical bid should consist of:

- (i) Structure and organizational set-up of the Bidder
 - Name & Address of the registered office with registration particulars.

- Whether organization is ISO 9001:2000 certified, if so, furnish the Certificate
 - Telephone Nos., Fax Nos., Email etc.
 - Registration particulars under Labour Laws Contract Act and Sales Tax Act etc.
 - The applicant shall furnish up-to-date Income Tax Clearance Certificate and Sales Tax Registration and Clearance Certificate and EPF Code number.
 - Name, Qualifications and Bio-Data of Proprietor/ Director/ Partners/ Technical Executives
 - Whether manufacturer/supplier/implementers.
 - Enclose organizational chart/set up of the organization.
 - Total Number of employees.
 - Numbers of years in business.
 - Confirmation of registration with Companies Act.
 - Enclose the Technical concept of design of the equipments for proposed solution and details of each component along with literature. A total approach paper should be submitted.
- (ii) Compliance Statement of all points mentioned in this document.
- (iii) Duly filled format T-1 and F-1.
- (iv) Willingness to provide proof of implementation if required during evaluation at applicant's cost.
- (v) Details of all contingent liabilities, claims, disputes, matters in appeal and in court and other such information having a bearing on the future operations of the Applicant.
- (vi) Certificate from the applicant stating that all information and data submitted are true and correct.
- (vii) The Bidder should clearly specify and state the methodology to implement the project. The entire time schedule, with specific landmarks must also be furnished. Approach Paper should contain:
- Solution architecture
 - Implementation methodology
 - Project time schedule
 - Broad deliverables.
 - Issues, suggestion & Risks
- (viii) Any other information, you wish to mention

5.0 Evaluation Methodology

The pre-qualification of the applicants shall be carried out on a composite basis of their technical and financial capabilities. The following factors will be considered in evaluating the pre-qualification bids.

5.1 Technical Capability

Experience in supply, installation commissioning and maintenance of the similar Systems in prescribed Format T-1 at Annexure-I.1

5.2 Financial Capability

Financial strength of the applicant in the prescribed Format F-1 at Annexure-T-1

Committee will scrutinize techno-commercial offers and evaluate capability of vendors through presentations, demonstrations, documents etc.

GIL reserves the right to withdraw from the process or any part thereof, to accept reject any or all offers at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time without giving reasons. No Financial obligation will accrue to GIL.

6.0 Bid Opening

- (i) **Priced Bid:** Priced Bids will be opened only if the bids are technically qualified and fulfill the Eligibility Criteria. GoG may at its discretion discuss with Bidder(s) available at this stage to clarify contents of Priced Bid.
- (ii) **Choice of Firm:** Final Choice of Firm to execute this project shall be made on the basis of conformity to technical and operational requirements, time schedule of execution and appropriateness of priced bid from the point of view of cost competitiveness.

7.0 Award of Contract

- (i) **Award Criteria:** The Criteria for selection will be the lowest cost to GoG for the technically qualified bids. The grand total of Schedule of Requirements table as mentioned in the bid will be the criteria for the selection of the lowest bid. GoG / GIL may negotiate the prices with L1 Bidder, under each item / head offered by Bidder.
- (ii) **GoG's right to vary requirements at time of award:** GoG reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
- (iii) **In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices,** the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to born the difference between lowest prices and next lowest prices.

8.0 Signing of Contract

- (i) **Prior to expiration of the period of Bid validity,** GOG / GIL will notify the successful Bidder and issue LoI.

- (ii) **Within Six (6) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the GOG/GIL. The contract Performance guarantee has to be submitted within seven (07) working days of receipt of award. The Bank guarantee (Performance) shall be equal to 10% of the value of contract. The Bank Guarantee shall be valid for duration of 180 days beyond the expiry of contract.**

9.0 Schedule of Requirements

| Sr. No. | Description | Bandwidth(Mbps) | Rates in Rs. (For one Year) including O&M and meeting SLA | One time charges for Last Mile Connectivity, for terminating the Internet Bandwidth as require | Total Rates in Rs.(Without tax) | Rate of VAT / Service Tax (%) |
|--------------------|---|------------------|---|--|---------------------------------|-------------------------------|
| A | B | C | D | E | F=(D+E) | G |
| 1 | Cost of STM-1 (1:1, RAW), Internet Bandwidth (Dedicated & unshared) at GSWAN node at State Data Centre as per terms & conditions of Service Level Agreement (SLA) | 155 Mbps | | | | |
| 2 | Cost of 45 Mbps (1:1, RAW), Internet Bandwidth (Dedicated & unshared) at GSWAN node at State Data Centre as per terms & conditions of Service Level Agreement (SLA) | 45 Mbps | | | | |
| 3 | Cost of 10 Mbps (1:1, RAW), Internet Bandwidth (Dedicated & unshared) at C. M. Office as per terms & conditions of Service Level Agreement (SLA) | 10 Mbps | | | | |
| 4 | Cost of E1/2 Mbps (1:1, RAW), Internet Bandwidth (Dedicated & unshared) at anywhere in Gujarat as required from time to time as per terms & conditions of Service Level Agreement (SLA) | 2 Mbps | | | | |
| Grand Total | | | | | | |

Note :

1. Cost of (1:1, RAW) Internet Bandwidth (Dedicated & Unshared) should be as per terms and conditions of Service Level Agreement (SLA).
2. Grand Total will be calculated on without tax value.
3. L1 will be the lowest sum Grand total of rates without tax.
4. Mode of connectivity only on Fiber.

Annexure - I

Formats of Application – Technical

Form No. T1 Experience in supply, installation commissioning and maintenance of the similar Systems

Name of the Bidder:

| Sr. No. | Name of the customer | Address of the Installation | Start Date of Project | Completion Date of the Project | Scope of the work. Also specify the systems installed | Value of the project in Rupees. | Purchase order submitted (yes/no) |
|----------------|-----------------------------|------------------------------------|------------------------------|---------------------------------------|--|--|--|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Note: - Please attach purchase order/ contract agreement and completion certificate for each of project details mentioned

Annexure - II

Formats of Application – Financial

Form No. F1

Financial Strength of the Bidder

| S.N. | Name of Applicant | Turnover in Lacs of Rupees | | | Networth (in Lacs of Rupees) |
|------|-------------------|----------------------------|-----------|-----------|------------------------------|
| | | 2009-2010 | 2010-2011 | 2011-2012 | 2011-2012 |
| | | | | | |
| | | | | | |
| | | | | | |

Note : Please attach audited financial statements of last three financial years.

Draft

Service Level Agreement

For

Providing Internet Bandwidth

For GSWAN on behalf of

Department of Science &

Technology

This Service Level Agreement (hereinafter referred to as “ Agreement”) is effective from _____ between M/s._____. having its Head Office at “ _____, and Government of Gujarat, Department of Science & Technology, Block-7, 5th Floor, New Sachivalaya, GANDHINAGAR. Having its office at Gandhinagar (hereinafter referred to as “GOG”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
3. Total contract value is for Rs._____/-. The above contract value is for the entire scope of work as mentioned in the Service Level Agreement (SLA).
4. SCOPE & Responsibility of SERVICE as per the terms and conditions mentioned in the SLA.
5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
6. This Agreement shall remain in force for a period effective from / / 2013, to / / 2015.

Introduction

The work for providing Internet Bandwidth (Dedicated & Unshared) at GSWAN node at State Data Centre/Mini Data Center within the State of Gujarat.

GoG is looking for Internet Bandwidth services, available for 24 Hrs * 7 days* 12 months. The appointment of the Service Provider in such respect is, to extend technical and administrative services to the state government.

Terminology:

- 1. AMC** : Annual Maintenance Contract
- 2. DST** : Department of Science & Technology
- 3. GoG** : Government of Gujarat
- 4. GSWAN** : Gujarat State Wide Area Network
- 5. NOC** : No Objection Certificate
- 6. QGR** : Quarterly Guaranteed Revenue
- 7. SLA** : Service Level Agreement
- 8. SOP** : Standard Operating Procedure
- 9. TSP** : The Service Provider
- 10. TPA** : Third Party Agency

ARTICLE -1 Scope of Work

1.1 Name of the Work

Providing Internet Bandwidth (Dedicated & Unshared) at GSWAN node at State Data Center/Mini Data Center as desired by GoG and maintenance and management of Internet Bandwidth for 24*7*365 days during the contract period.

1.2 Scope of the Work

- a) Study of current GSWAN infrastructure
- b) Technical design of the network components for the termination of Internet Bandwidth
- c) The Service Provider shall provide Internet Bandwidth (Dedicated & Unshared) at GSWAN node at Vidhansabha control room in New Sachivalaya complex (State Data Center) and Mini Data Center or at other location as desired by GoG. The Service Provider shall be responsible for local loop, modem and any other hardware / software involved for making the services available at GSWAN node at State Data Center/Mini Data Center as per the terms and conditions mentioned in SLA.

1.3 Help Desk / Service Support on (24 Hours * 7 Days * 12 Months basis)

- a) The Service Provider should extend the call center support services for 24 * 7 (24 hours by 7 days a week) and 365 days a year.
- b) The Service Provider will co-ordinate with other respective agencies working for GoG to resolve the inter-operability issues.
- c) The Service Provider would manage and maintain necessary call records for administrative purposes.

ARTICLE -2 SERVICE TERMS

2.1 General Terms

- a) The contract shall remain in force till the expiry of contract period from / /2013 to / /2015 GoG reserve the right to extend the period of validity for one year period on mutually agreed terms and condition for the extended period. The services under this contract shall have to render at the agreed remuneration. No extra remuneration shall be payable in case of delay of work by the Service Provider.
- b) The payment shall be made on the basis of availability of Internet Bandwidth to GoG. Bills shall be raised and sent to Secretary (Department of Science and Technology) for certification and recommendation and making the payment.
- c) During the validity of the contract period, the Service Provider shall render their services timely as per requirement. In case of genuine reason, if Service

- Provider is not in position to provide the Internet Bandwidth as per SLA, the same shall be intimated well in advance to GoG. In case of such delay and in absence of services, if the work is carried out through other agency, then the same shall be at the same cost of the Service Provider.
- d) In case of breach of any terms and condition the contract, the Service Provider shall be given a notice to rectify it. However, if they fail to rectify it within 72 hours, then they will be liable to pay compensation to GoG at the rate decided by GoG and same shall be sufficient cause for termination of contract.
 - e) The Service Provider shall take required insurance for all of their representatives / engineers working on the site at their own cost. GoG will not be responsible for any loss or damage to any of the representative of the third party during the said contract.
 - f) In case of natural calamities or some other Force Majeure any damage occurred to the properties and premises of the Service Provider, for that GoG would not be responsible.
 - g) In case of any dispute, decision of GoG shall be final and binding to the agency.
 - h) The Service Provider shall maintain 99.00% service up-time, ie. availability of the Internet bandwidth. The down time of any reasons other than force majeure circumstances/condition mentioned in Article -3 of this agreement will be considered as service down time calculation for Internet bandwidth.
 - i) The Service Provider shall pay 10% of the cost of service charges, in the form of bank guarantee issued by of all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the [G.R. no. EMD-SD/102006/108/DMO Dated 30.03.2012 issued by Finance Department](#) at the time of agreement.
 - j) The Service Provider is responsible to provide operational support to maintain the uptime of the services related to Internet Bandwidth.
 - k) The Service Provider is responsible to ensure uptime of the services as required by GOG. Hence, the uptime for all the equipments / application software's / components used for the Internet Bandwidth is the sole responsibility of the Service Provider.
 - l) The Service Provider shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from GoG.
 - m) Any damage caused to the property of Government of Gujarat while executing the job shall be solely Service Provider's responsibility. In case any damage to the property is caused, the same will be recovered from the Service Provider and no any extra cost shall be paid for such reasons.
 - n) The Service Provider will have to Monitor the Outgoing traffic, Internet Bandwidth utilization on daily basis, vis-à-vis thresholds and overflow. The Service Provider will have to generate Daily usage log report for the same.
 - o) The Service Provider will have to carry out Installation / upgrades of System Software, Operating system and patches as and when required. The Service Provider will also have to perform quarterly system performance tuning – changing the system configuration parameters. The Service Provider should

- always take GOG in confidence by following the *configuration management procedure* before making any major changes into the existing setup & infrastructure.
- p) In case of any major changes, at the setup and at configuration level, the necessary document update in the form of Upgrade should be submitted by the Service Provider to GOG from time-to-time.
 - q) The Service Provider will have to manage and maintain necessary 'Logs' for administrative purposes. And will have to analyze the same to prepare call statistics report. The performance statistics is required to be prepared on weekly basis which would be the base for deciding the uptime of the required service.
 - r) Security Measures to be defined, established, implemented and managed in consultation with GoG as per the requirements.

2.2 Approvals / Clearances

- a) Necessary approvals/ clearances of concerned authorities, for establishing the proposed project are to be obtained by the Service Provider as per the scope of work.
- b) Necessary approvals / clearances from concerned authorities, as required, for fire protection, government duties / taxes / Octroi, are to be obtained by the Service Provider.
- c) Necessary approvals / clearances, from concerned authorities (like City Nagar Nigam, Public Works Department (PWD), Department of Irrigation, State Electricity Board etc. for "Right of way"), as required, are to be obtained by the Service Provider for laying their own cables to meet system requirements

2.3 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 take into account prevailing rules, regulations and laws.

2.4 Use of Agreement Documents and Information

The Service Provider shall not without prior written consent from GoG disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of GoG in connection therewith to any person other than the person employed by the Service Provider 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 Service Provider shall not without prior written consent of GoG 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 GoG other than the Agreement itself shall remain the property of GoG and Originals and all copies shall be returned to GoG on completion of the Service Provider's performance under the Agreement, if so required by the GoG.

2.5 Resolution of Disputes

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts give 15 days notice thereof to the other Party in writing.

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 from time to time.

The proceedings of arbitration shall be in English language.

2.6 Taxes and Duties

Vender is liable to pay for all taxes / Levies / Cess / VAT / duties etc.

2.7 Books and Records

Service Provider shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by GoG during the terms of Contract until expiry of the performance guarantee.

2.8 Performance Guarantee

The Service Provider shall furnish Performance Guarantee as provided in the bid document to GoG for an amount equal to 10% of the value of Order / LOI.

The Performance Guarantee shall be valid for a period of 90 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the [G.R. no. EMD-SD/102006/108/DMO Dated 30.03.2012 issued by Finance Department](#) in the format provided by GoG to be submitted Within 7 working days of receipt of award.

The Performance Guarantee shall be discharged by GoG and returned to the Service Provider within 30 days from the date of expiry of the Performance Bank Guarantee.

2.9 Third Party Agency

GoG will appoint a Third Party Agency, which would monitor the performance of the Internet Bandwidth. The Third Party Agency will also conduct the Partial and Final Acceptance Test as per the technical requirement of the Agreement and will issue the Certificate of Completion. Third Party Agency will verify the services as mentioned in SLA. The Service Provider will co-operate with such Third Party Agency.

2.10 Support from External Agency

In case, if Service Provider wish to have support from any external agency, it's very necessary to inform GOG in written prior to allow them to work on GOG infrastructure. The information should contain all respective information about the company from whom support has been extended, the person/group of people and the segment in which services has been taken. On completion of the task, another report should be submitted by mentioning action taken by this person/group of people from external agency, with duration. The Service Provider is solely responsible for the action taken by such agency on their behalf. No Data/ Information should be sent out of the premise without obtaining prior written confirmation from the GOG.

ARTICLE - 3 PENALTY

The Service Provider shall be responsible for maintaining the desired performance and availability of the system/services. Operational penalty will be imposed for each 'Hour' delay or part there of delay, until actual availability of agreed Internet Bandwidth. If the Service Provider fails to provide services as specified above, the following penalty will be imposed.

If Annual Service uptime is

- 1) 99.00% or better : No Penalty
- 2) Less than 99.00% : Up Time

During working days from 10:00 AM to 06:00 PM, Rs.10,000/- per Hour on downtime beyond agreed quarterly down time.

During 06:00 PM to 10:00 AM, Rs.5,000/- per Hour on downtime beyond agreed quarterly down time.

Exclusions / conditions for which Downtime will not be considered as Downtime :

- 1) Downtime due to 'planned outage' for which prior intimation has been given.
- 2) The uptime or Downtime calculation will not include any down time related to any media & its equipments, which are not provided/ installed by the Service Provider.
- 3) The downtime caused due to problems in GoG Network and/or GoG'S media will not be considered as down time.
- 4) The downtime caused due to problems related to non availability of power at SC, due to switched off / failure of power and/ or power fluctuations, hardware failure due to above.
- 5) Downtime due to Non browsing/slow browsing of any due to Websites' own problem/any other problem, server/virus problem in the network, limited allocation of bandwidth by GoG to respective offices etc.

ARTICLE -4 FORCE MAJEURE

Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Service Provider. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Service Provider shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

4.1 Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.

Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

- (a) Failure of satellite due to atmospheric / other space disturbances like sunspots etc.
- (b) Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including.
- (c) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- (d) Explosion or chemical contamination (other than resulting from an act of war);
- (e) Epidemic such as plague;
- (f) Any event or circumstance of a nature analogous to any of the foregoing.
- (g) Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:

Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("*Direct Political Event*"), including:

Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;

- (h) Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
- (i) Any event or circumstance of a nature analogous to any of the foregoing.

4.2 Force Majeure Exclusions

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

- a) Unavailability
- b) Late delivery
- c) Delay in the performance of any contractor, sub-contractors or their agents;

4.3 Procedure for Calling Force Majeure

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

ARTICLE - 5 PAYMENT TERMS

The GoG agree to pay **Rs.**_____ (Rupee
_____ Only) as
annual service charges/ rental charges for , supply, Installation & commissioning
of _____Mbps pure Bandwidth GSWAN node at State Data
Center/Mini Data Center. The cost is including Annual Maintenance Charges but
does not include service taxes and educational cess etc., the GoG as actual shall pay
it. The Service Provider shall be paid the annual rental charges on quarterly basis.

At the end of each quarter, the service provider will submit the invoices to GoG
with necessary certificates and verification of the services extended. The same shall
be verified and certified by Third Party Agency, and submitted to GoG.

**In Witness whereof, these parties to this Agreement have signed on ____ day
of _____, 2013 by and in the in the presence of the following
witnesses:**

Signed by:

Witnesses

1. Department of Science & Technology,
Gandhinagar

1. _____

2. _____

3. _____

1. The Service Provider

1. _____

2. _____

3. _____