

**Revised Bid Document Dated 27.12.2017**



**GUJARAT INFORMATICS LIMITED**

Block No: 1, 8<sup>th</sup> Floor, Udhog Bhavan,  
Sector-11, Gandhinagar: 382 010  
Phone No: 23256022, Fax No: 23238925

**Bid for Supply of Internet Bandwidth at  
various Secondary and Higher Secondary Schools  
across the State for a period of 2 years on behalf  
Of Commissionerate of Schools,  
Government of Gujarat**

**(Tender no. HWT160917462)**

Pre-bid Meeting : **Completed**

Last Date of Receipt of Bid : **11.01.2018 till 1500 hours**

Date of Opening of Bid : **11.01.2018 at 1700 hours**

**Bid Processing Fee: Rs. 17700**

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**Closing Date & Time: 11.01.2018, 1500 Hrs**

**Un-price Bid Opening Venue:**

**Gujarat Informatics Limited**

Block no. 1, 8<sup>th</sup> floor,  
Udhyog Bhavan, Sector-11,  
Gandhinagar-382010,

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

**DGM (Tech)**

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

**Phone:** 079-23259239,

**E-mail:** [viveku@gujarat.gov.in](mailto:viveku@gujarat.gov.in),

## **1. Introduction**

The proposals are hereby called for from the Service 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 as mentioned in this tender, 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 Commissionerate of Schools, Government of Gujarat intend to invite offers through E-tendering route for Supply of unlimited Internet Bandwidth at various Secondary and Higher Secondary Schools across the State

## 2.0 Scope of Work

The bidder is required to provide Internet bandwidth with unlimited usage plan at 4183 Nos. Of Secondary & Higher Secondary Schools, Commissionerate of Schools, Govt. of Gujarat across the State of Gujarat.

The list of the Schools provided by Commissionerate of Schools, Govt. of Gujarat where Internet bandwidth needs to be provided is enclosed at Annexure - B.

Bidders shall provide Internet bandwidth with unlimited usage plan to Schools as desired by Commissionerate of Schools, Govt. of Gujarat and maintenance and management of Internet bandwidth for 24x7 hours x 365 days during the contract period.

The service provider has to provide solution of black listing of internet sites in consultation with Commissionerate of Schools, Govt. of Gujarat. The blacklisting may have to be revised from time to time as need arises. The revision of black listing would be supported with no associated cost.

The Service provider has to provide escalation matrix over & above a local helpdesk at office of the Commissionerate of Schools, Govt. of Gujarat. The bidder has to provide manpower services by appointing 2 competent and dedicated resources in form of Technical Support Supervisor at Commissionerate of Schools, Govt. of Gujarat on all working days during office hours (10.30 am to 6.30 pm) to resolve the day to day issues.

The bidder has to ensure the availability of download speed of minimum 2 Mbps with unlimited usage plan at respective locations.

The Internet bandwidth at various schools with last mile connectivity should be given as follows:

- For 2 Mbps, the last mile connectivity should be given either on Wireless / Wired.

The equipment provided for commission of bandwidth should be kept up and running and shall be maintained by the bidder. Equipment provided for commission of bandwidth at schools should be such that it cannot be used outside the Schools premise or cannot be moved outside the schools in the ordinary circumstances. To meet the up time and SLA of connectivity, bidder will ensure proper maintenance and support of equipment provided and deployed for the project during tenure of agreement. The bidder will be responsible to terminate internet bandwidth in the computer labs of the schools in consultation with Principals of the respective schools.

The bidder has to propose & provide mechanism for network monitoring & analysis through any tool at user (schools) as well as central level (CoS). This mechanism will be used for the purpose of monitoring and verifying the service availability uptime, speed, bandwidth and data usage at the end-user level. Reports from the proposed tool shall be used to verify and process monthly payments as per the Invoices.

The proposed **network monitoring & analysis tool** should be able to generate pre-configured (system based) report as follows:

- Per link bandwidth utilization report on **monthly** basis.
- Per link uplink/downlink speed report to be submitted on **monthly** basis.
- Per Link Downtime report on **monthly** basis

The above mentioned reports will have to be submitted to Commissionerate of Schools, Govt. of Gujarat. After reviewing the utilization at particular location, Commissionerate of Schools, Govt. of Gujarat or it's designated agency will decide suitably for up-gradation of bandwidth if required.

The bidder has to develop a dedicated web portal and host the same at bidder's cost for the purpose of collecting required data from schools as decided by CoS. The school shall check the internet bandwidth made available by logging on to the system provided by bidder and submit their report whether the Internet bandwidth is available and working or not through the arrangement of designated portal established by bidder for the purpose.

#### **Helpdesk at CoS:**

Bidder shall set up a Helpdesk by providing 2 (two) competent & dedicated resources & desktop based helpdesk software for complaint registering & ticketing generation. Internet users / schools shall register their complaints at this helpdesk for service related issues. The desktop computers, helpdesk telephone number, telephone line with telephone instrument will be provided, maintained and established by the successful bidder at the space provided by CoS. Bidder shall be responsible for supplying, installing & maintaining helpdesk software and providing manpower for operating helpdesk on all working days during office hours (10.30 am to 6.30 pm).

The helpdesk software shall be capable for generating various reports periodically on daily / weekly / monthly basis as required by CoS like – link wise complaint reports, complaints logged reports, complaint resolution reports with response & resolution time, link downtime / uptime report, etc. The reports shall be generated through a Network Monitoring & Analysis Tool by the helpdesk and shall be utilized for calculating the uptime / downtime of internet services for verification of payment.

Selected Service provider shall deploy team of 2 technical persons at Helpdesk to attend service calls, monitor, manage and resolve issues as per SLA. The helpdesk team will generate, prepare, update and circulate performance & service call reports on daily or periodic basis as required by CoS. The helpdesk will operate under the supervision of CoS authorized officer, who will verify & validate relevant reports with due cross-checking in compliance to penalty clauses & process payment.

The zone wise /district-wise distribution of locations is as mentioned below:

Saurashtra Zone (Zone – 1)					South Zone (Zone – 3)				
Sr. No	District Name	Govt.	Granted	Total	Sr. No	District Name	Govt.	Granted	Total
1	AMRELI	29	103	132	1	BHARUCH	27	63	90
2	BHAVNAGAR	50	109	159	2	DOHAD	38	122	160
3	BOTAD	14	26	40	3	NARMADA	38	49	87
4	DEVBHOO MI DWARKA	29	42	71	4	NAVSARI	20	94	114
5	GIR SOMNATH	23	87	110	5	PANCH MAHALS	13	105	118
6	JAMNAGAR	13	61	74	6	SURAT	22	154	176
7	JUNAGADH	17	233	250	7	TAPI	52	50	102
8	MORBI	18	47	65	8	THE DANGS	30	17	47
9	PORBANDAR	9	28	37	9	VALSAD	41	107	148
10	RAJKOT	21	120	141		<b>Grand Total</b>	<b>281</b>	<b>761</b>	<b>1042</b>
	<b>Grand Total</b>	<b>223</b>	<b>856</b>	<b>1079</b>					

North – Kutch Zone (Zone – 2)					Central Zone (Zone – 4)				
Sr. No	District Name	Govt.	Granted	Total	Sr. No	District Name	Govt.	Granted	Total
1	ARAVALLI	18	206	224	1	AHMEDABAD	27	155	182
2	BANAS KANTHA	93	104	197	2	ANAND	11	74	85
3	GANDHINAGAR	3	85	88	3	CHHOTAUDEPUR	62	66	128
4	KACHCHH	71	44	115	4	KHEDA	18	107	125
5	MAHESANA	10	125	135	5	SURENDRANAGAR	53	64	117
6	PATAN	22	95	117	6	VADODARA	11	143	154
7	SABAR KANTHA	24	163	187	7	MAHISAGAR	16	192	208
	<b>Grand Total</b>	<b>241</b>	<b>822</b>	<b>1063</b>		<b>Grand Total</b>	<b>198</b>	<b>801</b>	<b>999</b>

#### Delivery of bandwidth:

- (i) Internet Bandwidth must be delivered at various Schools at bandwidth Provider's cost.
- (ii) **Installation & Commissioning of bandwidth:**  
 Within 32 weeks from the date of Work Order
  - a. Within 16 weeks for locations mentioned in List of Taluka Locations (Zone wise) to be given priority in Annexure C.
  - b. Within next 16 weeks, for remaining locations. Failure to install & commission the bandwidths would attract penalties as per the SLA terms in this RFP. However, the schools in the talukas mentioned in the **Annexure – C** of the respective zones should be given priority. Only after completion of 100% work in these talukas, the bidder shall start work in other talukas of zone.

#### Project Management:

- (i) Bidder shall act as single solution provider to organize and manage the entire project – including design, supply, installation and commissioning of all required hardware (such as Customer Premise Equipment (CPE) with WiFi capabilities), software, networking, accessory items and Media Converters etc. The bidder shall be responsible for the required electrification & powering of the Customer Premise Equipment (CPE) supplied & installed by bidder for terminating the internet bandwidth. The Bidder shall be in a position to test, demonstrate and certify the basic requirements in accordance with the contract. The equipments supplied shall be of the same make & configuration across all the locations.

- (ii) The Bidder will be responsible to undertake and complete the works related to supply installation and commissioning services anywhere 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 RFP.
- (v) The Bidder shall give presentation about his proposal to the Evaluation committee nominated by the Commissionerate of Schools, Govt. of Gujarat.

### **Contract Period:**

Initial contract period will be for 2 years from the date of commissioning of the Last Link/connection. After completion of first year, the department may review the contractual terms & modalities pertaining to bandwidth requirement, payment terms, etc. & may change the same for second year, if required. After completion of contract period, CoS may review the prevailing rates for similar services & may extend the contract for further period taking into consideration the prevailing rates at that time & as per prevailing government rules. Also, if any similar services are made available through any government initiative, CoS may opt for the same.

### **3.0 Eligibility Criteria**

The bids are hereby called for from the Bidders who fulfill the following criteria in providing Internet Bandwidth.

- (i) The bidder should have Minimum average annual turnover of Rs. 10 Crore in the last three financial years as on 31<sup>st</sup> March, 2017. The copies of Audited Annual Accounts for last three years shall be attached along with the bid.
- (ii) The Bidder must be in the ISP business & must have a valid Unified Access Service License (UASL) / class A ISP license / class B ISP license valid for entire Gujarat state. The copy of valid license is required to be enclosed.
- (iii) The Bidder must have supplied at least 100 Mbps internet bandwidth and should have at least 10 PoP of its own within the state of Gujarat. Copy of supporting document should be enclosed.
- (iv) The bidder must have PoPs of its own in all the talukas across the state. Copy of POs should be enclosed as a documentary proof.
- (v) The Bidder must have a customer/Service support facility in the state of Gujarat. Documentary proof should be enclosed.
- (vi) Consortium is not allowed.
- (vii) Bidder should have its own 24x7 customer support center / Helpdesk mechanism. Please attach documentary evidence for the same.

**The Bidder must provide 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

- Conditional Bids will not be accepted. The contract with the successful bidder is liable to be terminated during the contract period, in case the conditional contract comes to the knowledge of the State Government.
- The bidder will have to remit Bid Processing Fees of **Rs. 17700/-** (Non refundable) & EMD of Rs. 10,00,000 /- (refundable) 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 of Internet bandwidth for various offices across the state on behalf of Commissionerate of Schools, Gandhinagar.
- Unsuccessful/Disqualified bidder’s E.M.D. will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value as prescribed by GIL, whichever is earlier.
- EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee, (which should be valid for 6 months from the last date of bid submission) of 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time, in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Annexure A) and must be submitted along with the covering letter.
- The successful Bidder’s E.M.D. will be returned upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee @ 10% of the total order value.
- The E.M.D. may be forfeited:
  - a. If the Bidder withdraws its bid during the period of bid validity
  - b. If the Bidder does not respond to requests for clarification of their Bid or fails to Co-operate in the Bid evaluation process.
  - c. 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 provide the relevant information and attach the supporting document in the prescribed formats. Documents 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 published on the web site <https://gil.nprocure.com> & [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in).

- The bidders seeking clarifications must do so in writing and the same has to be submitted at GIL at least 5 days before the 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 CoS, 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 1500 Hours, **11.01.2018**.
- The bidders are required to quote for all the line items as mentioned in schedule of requirements & for all the locations.
- The Bid shall be valid for a period of Six months from the date of bid submission. A bid valid for shorter period shall be rejected as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the bidders.

**The Technical bid should consist of:**

- (i) Structure and organizational set-up of the Bidder
  - Name & Address of the registered office with Certificate of Incorporation.
  - Bidder's Details : Contact Person details, Telephone Nos., Fax Nos., Email etc.
  - The applicant shall furnish Tax Registration and other necessary certificates.
  - Numbers of years in business.
  - Enclose the Technical concept of design of the equipments for proposed solution and details of each component along with literature. A complete 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) Self-certificate stating that all information and data submitted are true and correct.
- (v) Experience Certificate from the clients/customer

**5.0 Evaluation Methodology**

After the closing time of submission, GIL/GOG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next.

The financial bids of the eligible bidders will be opened and Successful bidder will be decided based total lowest quoted rates without tax as mentioned in the financial bid section and then called for further negotiations if required.

The selected bidder will be required to make a presentation on their technical solution offering covering following aspects:

- Medium & mode of connectivity proposed for providing Internet bandwidth links with Wired & Wireless serving location
- Proposed Methodology for monitoring the health of links including uptime, download / upload speed, etc.
- Proposed network monitoring & analysis tool and helpdesk tool with its features & reports.
- Methodology & Strategy of Implementation & timelines

**Proof of Concept (PoC):** PoC of the offered solution will be carried out for the Schools located in districts - Dang, Kutchchh, Amreli, Gir Somnath, Dahod, Mahisagar. If any shortcomings found during PoC, the selected bidder will have to rectify without any additional cost to CoS.

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 any reasons. No Financial obligation will accrue to GIL.

## 6.0 Bid Opening

- (i) Priced Bid: Priced Bids of only those bidders will be opened who fulfill the Eligibility Criteria and are technically qualified. GIL may at its discretion discuss with Bidder(s) available at this stage to clarify contents of Price 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 basic criteria for awarding the work will be the lowest quotes of Technically Qualified bids. The lowest total cost as per the schedule of Requirement table will be the criteria for selection of the lowest bid. Commissionerate of Schools or GIL may negotiate the prices with L1 bidder for quotes for each item or head.
- (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 (L1) bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest (L2) bidder will be offered the award of the contract. In such scenario, the lowest (L1) bidder has to bear the difference between lowest prices and next lowest prices of L2 bidder.

## 8.0 Signing of Contract

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

- (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 fifteen (15) working days of receipt of award. The Bank guarantee (Performance) shall be equal to 10% of total order value. The Bank Guarantee shall be valid for duration of 180 days beyond the expiry of contract.

#### 9.0 Final Acceptance Test (FAT):

Once the internet bandwidth is made available at school, a report from respective school shall be submitted to CoS that the internet bandwidth is available & working. The school shall check the internet bandwidth made available by logging on to the system provided by bidder and submit their report whether the Internet bandwidth is available in actuality and working or not through the arrangement of designated portal established by bidder for the purpose.

#### 10.0 Payment Terms

- (i) Payment for Internet Bandwidth recurring charges will be done on monthly basis.
- (ii) In case of any upward changes in taxes, the payment of taxes will be done extra on actual basis as applicable from time to time.
- (iii) The bidder will have to raise a combined invoice (incl. applicable taxes) of all the active links with location details on monthly basis. The payment will be disbursed, after verification of reports generated from network monitoring & analysis tool and helpdesk reports for each location for the respective invoice period at Commissionerate of Schools, GoG level, after deductions of penalties if any, as per the fulfillment of SLA Conditions. The invoices and SLA conditions will be checked by Commissionerate of Schools, Government of Gujarat or any other agency designated by them.
- (iv) The Commissioning date of particular location shall be considered as the date on which the link is provided & internet is made available & receipt of FAT report from school level regarding installation & commencement of Internet services at that location. Further the commissioning date of the link shall be considered as the start date for the commercial billing of that location to the CoS, GoG. Billing cycle will be monthly. However, the schools in the talukas mentioned in the **Annexure –C** of the respective zones should be given priority. Only after completion of 100% work in these talukas, the bidder shall start work in other talukas.

## 9.0 Schedule of Requirements:

Sr. No.	Description	Qty	Monthly Bandwidth Charges per location (Unit Rate) (Without tax)	Total annual bandwidth charges for all locations (Without tax)	Total charges for 2 years in Rs. (Without tax)	Rate of Applicable GST (%)
A	B	C	D	$E = C * D * 12$	$F = E * 2$	H
1	Internet Bandwidth Charges (2 Mbps with unlimited usage plan) (The last mile connectivity should be given either on wireless / Wired)	4183*				
<b>Grand Total (in Rs.) (Without tax)</b>						

### Note:

- \*The above mentioned quantities are for evaluation purpose only. Quantities may increase or decrease at the time of placing order. Payment will be made on actual quantity.
- Cost of Internet Bandwidth should be as per terms and conditions of Service Level Agreement (SLA).
- Grand Total will be calculated on without tax value.
- L1** will be the lowest sum of total of rates of all line items (w/o tax)

**Annexure - I**

**Formats of Application – Technical**

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

**Name of the Bidder:**

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

**Note:** - Please attach purchase order/ contract agreement and completion certificate for each of project details mentioned along with certificate from customer

## Annexure - II

### Formats of Application – Financial

#### Form No. F1: Financial Strength of the Bidder

Financial Year	Turnover (Rs. In Crores)	Audited Accounts uploaded? (Yes/No)

Note: Please fill this form and upload the audited Annual Accounts for the last three financial years.

## Annexure A

### Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.  
Date:

To,  
DGM (Technical)  
Gujarat Informatics Limited  
8th Floor, Block -1, Udyog Bhavan,  
Sector - 11, Gandhinagar - 382017  
Gujarat, India

Whereas ----- (here in after called "the ISP") has submitted its bid dated ----- in response to the Tender no. HWT160917462 for Supply of Internet bandwidth at various schools across the state on behalf of Commissionerate of Schools, Gandhinagar KNOW ALL MEN by these presents that WE -----  
----- having our registered office at -----  
----- (hereinafter called "the Bank") are bound unto the \_\_\_\_\_, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- ----2017.

#### THE CONDITIONS of this obligation are:

- The E.M.D. may be forfeited:
    - d. If the Bidder withdraws its bid during the period of bid validity
    - e. If the Bidder does not respond to requests for clarification of their Bid or fails to Co-operate in the Bid evaluation process.
    - f. 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.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned 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 OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

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

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_

Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &  
Its official Address

**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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.**



**Performa of Compliance letter/Authenticity of Information Provided  
(On Non judicial Stamp paper of Rs. 100 duly attested by the First class  
Magistrate/Notary Public)**

Date:

To,  
**DGM (Tech)**  
**Gujarat Informatics Ltd.**  
Block-1, 8<sup>th</sup> Floor,  
Udhyog Bhavan, Gandhinagar.

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

**Ref: Tender no. HWT160917462**

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 ISP>>.

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **xx.xx.2017**.

We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be accepted by us.

The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/ PBG/cancel the award of contract. In this event, GIL reserves the right to take legal action on us.

Thanking you,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Signature: \_\_\_\_\_

(in the Capacity of) : \_\_\_\_\_

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

**Note: This form should be signed by authorized signatory of ISP**

**Performa of Contract-cum-Equipment  
Performance Bank Guarantee**  
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ having Principal Office at \_\_\_\_\_ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of \_\_\_\_\_ by issue of Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_ issued by Gujarat Informatics Ltd., Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, \_\_\_\_\_ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the OWNER/PURCHASER on demand at any time up to \_\_\_\_\_ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

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

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of

the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

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

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Signed and delivered by

\_\_\_\_\_  
For & on Behalf of

Name of the Bank & Branch &  
Its official Address

**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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.**

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2017  
\_\_\_\_\_ between \_\_\_\_\_ (*Name of purchaser*) of  
\_\_\_\_\_ (*Country of Purchaser*) hereinafter "the  
Purchaser" of the one part and \_\_\_\_\_  
(*Name of Supplier*) of \_\_\_\_\_ (*City and Country of  
Supplier*) hereinafter called "the Supplier" of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services  
viz.,

\_\_\_\_\_ (*Brief Description of Goods and Services*) and has  
accepted a bid by the Supplier for the supply of those goods and services in the  
sum of \_\_\_\_\_ (*Contract  
Price in Words and Figures*) hereinafter called "the Contract Price in Words and  
Figures" hereinafter called "the Contract Price."

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, viz. :
  - 2.1 the Bid Form and the Price Schedule submitted by the ISP;
  - 2.2 terms and conditions of the bid
  - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the  
Supplier as hereinafter mentioned, the Supplier hereby covenants with the  
Purchaser to provide the goods and services and to remedy defects therein  
in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of  
the provision of the goods and services and the remedying of defects  
therein, the Contract Price or such other sum as may become payable  
under the provisions of the Contract at the times and in the manner  
prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by  
the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE:

DELIVERY SCHEDULE:

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.

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Purchaser) in the presence of  
\_\_\_\_\_

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Supplier) In the presence of  
\_\_\_\_\_

## Annexure C – Zone wise distribution of locations

### ZONES

Saurashtra Zone (Zone – 1)					South Zone (Zone – 3)				
Sr. No	District Name	Govt.	Granted	Total	Sr. No	District Name	Govt.	Granted	Total
1	AMRELI	29	103	132	1	BHARUCH	27	63	90
2	BHAVNAGAR	50	109	159	2	DOHAD	38	122	160
3	BOTAD	14	26	40	3	NARMADA	38	49	87
4	DEVBHOO MI DWARKA	29	42	71	4	NAVSARI	20	94	114
5	GIR SOMNATH	23	87	110	5	PANCH MAHALS	13	105	118
6	JAMNAGAR	13	61	74	6	SURAT	22	154	176
7	JUNAGADH	17	233	250	7	TAPI	52	50	102
8	MORBI	18	47	65	8	THE DANGS	30	17	47
9	PORBANDAR	9	28	37	9	VALSAD	41	107	148
10	RAJKOT	21	120	141		<b>Grand Total</b>	<b>281</b>	<b>761</b>	<b>1042</b>
	<b>Grand Total</b>	<b>223</b>	<b>856</b>	<b>1079</b>					

North – Kutch Zone (Zone – 2)					Central Zone (Zone – 4)				
Sr. No	District Name	Govt.	Granted	Total	Sr. No	District Name	Govt.	Granted	Total
1	ARAVALLI	18	206	224	1	AHMEDABAD	27	155	182
2	BANAS KANTHA	93	104	197	2	ANAND	11	74	85
3	GANDHINAGAR	3	85	88	3	CHHOTAUDEPUR	62	66	128
4	KACHCHH	71	44	115	4	KHEDA	18	107	125
5	MAHESANA	10	125	135	5	SURENDRANAGAR	53	64	117
6	PATAN	22	95	117	6	VADODARA	11	143	154
7	SABAR KANTHA	24	163	187	7	MAHISAGAR	16	192	208
	<b>Grand Total</b>	<b>241</b>	<b>822</b>	<b>1063</b>		<b>Grand Total</b>	<b>198</b>	<b>801</b>	<b>999</b>

## List of Taluka Locations (Zone wise) to be given priority

Saurashtra Zone (Zone- 1)	
District	Taluka
AMRELI	JAFRABAD
	RAJULA
BHAVNAGAR	BHAVNAGAR
	GHOOGHA
	MAHUVA
	PALITANA
	TALAJA
BOTAD	BARVALA
	BOTAD
	RANPUR
DEVBHOO MI DWARKA	JAMKALYANPUR
	JAMKHAMBHALIYA
GIR SOMNATH	SUTRAPADA
	UNA
	VERAVAL
MORBI	HALVAD
	MALIYA
	WANKANER
RAJKOT	JASDAN

North-Kutch Zone (Zone- 2)	
District	Taluka
ARAVALLI	MALPUR
	MEGHRAJ
BANAS KANTHA	AMIRGADH
	BHABHAR
	DANTA
	DANTIWADA
	DEESA
	DEODAR
	DHANERA
	KANKAREJ
	SUIGAM
	THARAD
VAV	
KACHCHH	ABDASA
	ANJAR
	BHACHAU
	BHUJ
	GANDHIDHAM
	LAKHAPAT
	RAPAR
MAHESANA	SATLASANA
PATAN	HARIJ
	RADHANPUR
	SAMI
	SANTALPUR
	SHANKHESHWAR
SABAR KANTHA	KHEDBRAHMA
	POSHINA

South Zone (Zone- 3)	
District	Taluka
BHARUCH	VALIA
DOHAD	DAHOD
	DEV.BARIA
	DHANPUR
	FATEPURA
	GARBADA
	LIMKHEDA
	SANJELI
	ZALOD
NARMADA	DEDIYAPADA
	SAGBARA
NAVSARI	VANSDA
PANCH MAHALS	GHOUGHAMBA
	GODHRA
	HALOL
	JAMBUGHODA
	MORVA HADAF
	SHAHERA
SURAT	UMARPADA
TAPI	DOLVAN
	KUKARMUNDA
	NIZAR
	SONGADH
	UCHCHHAL
THE DANGS	AHWA
	SUBIR
	WAGHAI
VALSAD	DHARAMPUR
	KAPARADA

Central Zone (Zone- 4)	
District	Taluka
AHMEDABAD	BAVLA
	SANAND
	VIRAMGAM
CHHOTAUDEPUR	BODELI
	CHHOTA-UDEPUR
	JETPUR-PAVI
	KAWANT
MAHISAGAR	NASWADI
	BALASINOR
	KADANA
SURENDRANAGAR	KHANPUR
	SANTRAMPUR
	CHOTILA
	CHUDA
	DHRANGADHRA
	LAKHTAR
	LIMBDI
	MULI
	PATDI - DASADA
SAYLA	
THANGADH	

**Draft Service Level  
Agreement  
For  
Providing Internet  
Bandwidth**



This Service Level Agreement (hereinafter referred to as "Agreement") is effective from \_\_\_\_\_ between M/s.\_\_\_\_\_. having its Head Office \_\_\_\_\_ at \_\_\_\_\_  
" \_\_\_\_\_., and <<Name of Purchasing Department>>. Having its office at <<Address of Purchasing Department>> (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 DD/MM /YYYY, to DD/MM/ YYYY.

## Introduction

The work for providing Internet bandwidth with unlimited usage plan at various offices including Schools across the state and maintenance and management of Internet Bandwidth.

Commissionerate of Schools, GoG is looking for Internet Bandwidth services, available for 24 Hrs × 7 days × 365 days. The appointment of the Service Provider in such respect is, to extend technical and administrative services to the state government.

## Terminology:

- (i) **AMC:** Annual Maintenance Contract
- (ii) **GoG:** Government of Gujarat
- (iii) **GSWAN:** Gujarat State Wide Area Network
- (iv) **NOC:** No Objection Certificate
- (v) **SLA:** Service Level Agreement
- (vi) **SOP:** Standard Operating Procedure
- (vii) **TSP:** The Service Provider
- (viii) **TPA:** Third Party Agency

## ARTICLE -1 Scope of Work

### 1.1 Name of the Work

Providing Internet bandwidth with unlimited usage plan at Schools of Commissionerate of Schools, Govt. of Gujarat 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 infrastructure
- b. Technical design of the network components for the termination of Internet Bandwidth
- c. The Service Provider shall provide 2 Mbps Internet bandwidth with unlimited usage plan at Schools of Commissionerate of Schools, Govt. of Gujarat. The Service Provider shall be responsible for design, supply, installation and commissioning of all required hardware (such as Customer Premise Equipment (CPE) with WiFi capabilities), software, networking, accessory items and Media Converters etc. The bidder shall be responsible for the required electrification & powering of the Customer Premise Equipment (CPE) supplied & installed by bidder for terminating the internet bandwidth.
- d. The service provider has to provide solution of black listing of internet sites in consultation with Commissionerate of Schools, Govt. of Gujarat. The blacklisting may have to be revised from time to time as need arises. The revision of black listing would be supported with no associated cost.

- e. The Service provider has to provide escalation matrix over & above a local helpdesk at office of the Commissionerate of Schools, Govt. of Gujarat. The bidder has to provide manpower services by appointing 2 competent and dedicated resources at Commissionerate of Schools, Govt. of Gujarat on all working days during office hours (10.30 am to 6.30 pm) to resolve the day to day issues.
- f. The bidder has to ensure the availability of download speed of minimum 2 Mbps with unlimited usage plan at respective locations.
- g. The Internet bandwidth at various schools with last mile connectivity should be given as follows:
  - o For 2 Mbps, the last mile connectivity should be given either on Wireless /Wired.
  - o The equipment provided for commission of bandwidth should be kept up and running and shall be maintained by the bidder. Equipment provided for commission of bandwidth at schools should be such that it cannot be used outside the Schools premise or cannot be moved outside the schools in the ordinary circumstances. To meet the up time and SLA of connectivity, bidder will ensure proper maintenance and support of equipment provided and deployed for the project during tenure of agreement. The bidder will be responsible to terminate internet bandwidth in the computer labs of the schools in consultation with Principals of the respective schools.
- h. The bidder has to propose & provide mechanism for network monitoring & analysis through any tool at user (schools) as well as central level (CoS). This mechanism will be used for the purpose of monitoring and verifying the service availability uptime, speed, bandwidth and data usage at the end-user level. Reports from the proposed tool could be used to verify and process monthly payments as per the Invoices. The proposed network monitoring & analysis tool should be able to generate pre-configured (system based) report as follows:
  - o Per link bandwidth utilization report on monthly basis.
  - o Per link uplink/downlink speed report to be submitted on monthly basis.
  - o Per Link Downtime report on monthly basis.

The above mentioned network monitoring & analysis tool reports will have to be submitted to Commissionerate of Schools, Govt. of Gujarat. After reviewing the utilization at particular location, Commissionerate of Schools, Govt. of Gujarat or it's designated agency will decide suitably for up gradation of bandwidth if required.

The above mentioned reports will have to be submitted to Commissionerate of Schools, Govt. of Gujarat. After reviewing the utilization at particular location, Commissionerate of Schools, Govt. of Gujarat or it's designated agency will decide suitably for up-gradation of bandwidth if required.

The bidder has to develop a dedicated web portal and host the same at bidder's cost for the purpose of collecting required data from schools as decided by CoS. The school shall check the internet bandwidth made available by logging on to the system provided by bidder and submit their report whether the Internet

bandwidth is available and working or not through the arrangement of designated portal established by bidder for the purpose.

### **1.3 Help Desk / Service Support on (24 Hours × 365 days a year basis)**

- a. Bidder shall set up a Helpdesk by providing 2 (two) competent & dedicated resources & desktop based helpdesk software for complaint registering & ticketing generation. Internet users / schools shall register their complaints at this helpdesk for service related issues. The desktop computers, helpdesk telephone number, telephone line with telephone instrument will be provided, maintained and established by the successful bidder at the space provided by CoS. Bidder shall be responsible for supplying, installing & maintaining helpdesk software and providing manpower for operating helpdesk on all working days during office hours (10.30 am to 6.30 pm).
- b. The helpdesk software shall be capable for generating various reports periodically on daily / weekly / monthly basis as required by CoS like – link wise complaint reports, complaints logged reports, complaint resolution reports with response & resolution time, link downtime / uptime report, etc. The reports shall be generated through a Network Monitoring & Analysis Tool by the helpdesk and shall be utilized for calculating the uptime / downtime of internet services for verification of payment.
- c. Selected Service provider shall deploy team of 2 technical persons at Helpdesk to attend service calls, monitor, manage and resolve issues as per SLA. The helpdesk team will generate, prepare, update and circulate performance & service call reports on daily or periodic basis as required by CoS. The helpdesk will operate under the supervision of CoS authorized officer, who will verify & validate relevant reports with due cross-checking in compliance to penalty clauses & process payment.
- d. 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 over and above the local Helpdesk set up at CoS.
- e. The Service Provider shall also provide escalation matrix for the support services including name, designation, contact number, email-id of the competent authorities with level of criticality of services.
- f. The Service Provider will co-ordinate with other respective agencies working for GoG to resolve the inter-operability issues.
- g. The Service Provider would manage and maintain necessary call records for administrative purposes.
- h. Service providers should have efficient Complaint Registration and Monitoring system (Ticketing System) and Read Access to the same should be provided to Commissionerate of Schools, Govt. of Gujarat also for analysis of the complaints.
- i. The local helpdesk support team shall be capable for generating various reports periodically on daily / weekly / monthly basis as required by CoS like – link wise complaint reports, complaints logged reports, complaint resolution reports with response & resolution time, link downtime / uptime report, etc. The reports shall be generated through the proposed Network Management & Analysis Tool by the helpdesk and shall be utilized for calculating the uptime / downtime of internet services for verification of payment.

## ARTICLE -2 SERVICE TERMS

### 2.1 General Terms

- a) The contract shall remain in force till the expiry of contract period from DD/MM/YYYY to DD/MM/YYYY. GoG reserve the right to extend the period of validity for further period at the finalized rates subject to periodic review of performance by Commissionerate of Schools, Govt. of Gujarat. 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 at each of the mentioned locations. Invoices shall be raised to Purchasing Department for Verification and further recommendation for 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 has to 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 cost of such service has to be borne by the Service Provider.
- d) In case of breach of any terms and condition of 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 service up-time, i.e. availability of the Internet bandwidth, as per the SLA. The down time of any reasons other than force majeure circumstances/condition mentioned in Article 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 as performance Guarantee, in the form of bank guarantee issued by of from 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to 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 to any agency in any way, information, documents, technical data, experience and know how, without prior written permission from GoG.
- m) Service Provider shall ensure that no cyber crime or compromise of data should take place at any level
- n) Service Provider needs to maintain the required security of the network as per the Security guidelines of DoT/TRAI and its revision from time to time
- o) 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.
- 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' as per the guidelines of DoT/TRAI 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, etc. 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 Termination**

### **2.5.1 By the "Purchaser"**

The "Purchaser" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (vii) below. In such an occurrence the "Purchaser" shall give a not less than five (5) days' written notice of termination to the Supplier, and sixty (60) days' in case of the event referred to in (viii).

- i. If the Supplier fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Purchaser" may have subsequently approved in writing.
- ii. If the Supplier becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- iii. If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings.
- iv. If the Supplier, in the judgment of the "Purchaser", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- v. If the Supplier submits to the "Purchaser" a false statement which has a material effect on the rights, obligations or interests of the "Purchaser".
- vi. If the Supplier fails to provide the quality services as envisaged under this agreement. The IT Committee formulated to monitor the progress may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The IT Committee may decide to give one chance to the Supplier to improve the quality of the services.
- vii. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than five (5) days in the case of manmade disasters / emergencies and for a period not less that fifteen (15) days for Natural disasters.

- viii. If the "Purchaser", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### 2.5.2 Supplier"

The Supplier may terminate this Contract, by not less than thirty (30) days' written notice to the "Purchaser", in case of the occurrence of any of the events specified in paragraphs (a) through (d) below.

- a) If the "Purchaser" fails to pay any money due to the Supplier pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue.
- b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than five (5) days in the case of manmade disasters / emergencies and for a period not less than fifteen (15) days for Natural disasters.
- c) If the "Purchaser" fails to comply with any final decision reached as a result of arbitration.
- d) If the "Purchaser" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the "Purchaser" of the Supplier's notice specifying such breach.

## 2.6 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.

## 2.7 Taxes and Duties

**Bidder** is liable to pay for all taxes, etc.

## 2.8 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.



## 2.9 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 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by from 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time in the format provided by GoG to be submitted Within 15 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.

## 2.10 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

- (i) **Penalty for delay in installation & commissioning:** If the bidder fails to commission the internet bandwidth at a particular location within prescribed time limit, then following penalty will be levied:
- For Priority list of locations as mentioned in Annexure C, the penalty of Rs. 2000 per link per delayed week or part thereof will be levied.
  - For remaining locations other than that mentioned in the priority lists, the penalty of Rs. 2000 per link per delayed week or part thereof will be levied.

If the delay goes beyond 21 weeks for any link(s), then the order for that particular circuit/location will be terminated and the work will be awarded

to next lowest bidder in the priority order of L2, L3, L4 & likewise at L1 rates.

SLA report for each of the link should be submitted by service provider on monthly basis along with the invoice for calculation of the penalty.

The penalty will be debited from PBG and/or monthly recurring cost bill.

(ii) **Operational Penalty:**

The Service Provider shall be responsible for maintaining the desired performance and availability of the system/services. The bidder should ensure the prompt service support during contract period. If complaint is lodged before 4 pm of the working day, the same should be attended on the same day. If the Service Provider fails to provide services as per scope of services specified in this tender, the following penalties will be imposed.

**Maintenance:**

The complaint for the non-availability of internet connectivity should be resolved within 3 days from the date of receipt of the complaint. If the complaint is not resolved within time limit, then a penalty of Rs. 100 per day shall be levied & deducted from monthly bandwidth charges.

**Non-availability of Internet Services:**

If during a month, the internet service is not available for a particular location, then the payment for the services for that particular location for respective period of service outage will not be done. If the Internet services is not available for more than 15 days in a particular month, then the payment will not be made for that entire particular month. The helpdesk complaint reports shall be considered for calculating non-availability of internet services.

**Non-availability of required speed of Internet service**

If the available speed is below the required speed in this RFP, then the payment for the said link for the period for which the internet speed is below the required, will not be done. If the committed Internet services bandwidth & speed is not available for more than 15 days in a particular month, then the payment will not be made for that entire particular month.

In case any of the prescribed location does not get committed bandwidth & speed, then the payment for that period of non-availability of committed bandwidth & speed for that link will not be done. The helpdesk complaint reports & reports from the network monitoring & analysis tool shall be considered for calculating non-availability of internet services.

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 purchase locations, due to switched off and/or failure of power due to above.

**Note:** For any planned outage / downtime, the Successful bidder will inform the TENDERER, in writing at least 7 working days in advance and will take prior written permission. All planned activities for which downtime is required would be carried out in non-peak hours only and it is desirable to carry out such activities during non-working hours and off day i.e. public holiday only.

#### **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 agrees to pay **Rs. \_\_\_\_\_** (Rupee Only)

as **monthly** service charges/ rental charges for providing the 2 Mbps Internet Bandwidth at Schools of Commissionerate of Schools, Govt. of Gujarat. The cost mentioned for **monthly** Rental Service Charges are basic charges and taxes as applicable shall be paid on actual basis. The Service Provider shall be paid the **monthly** rental charges on **monthly** basis by Purchasing Department.

The service provider will submit the invoices to GoG with necessary certificates and verification of the services extended **monthly**. 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\_\_\_\_\_, 2017 by and in the in the presence of the following witnesses:

**Signed by:**

**Witnesses**

1. Purchasing Department,

\_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

1. The Service Provider

\_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_