

Request for Proposals

For

Appointment of an Agency for Operations, Services and Maintenance of Gujarat State Wide Area Network (GSWAN) Infrastructure for Gujarat State on behalf of Department of Science & Technology, Government of Gujarat

Volume-I

(Commercial Terms and Bid Process)



Gujarat Informatics Limited

**8th Floor, Block – 1, Udyog Bhavan, Sector - 11,
Gandhinagar – 382 010 (Gujarat)**

Dated: February 28, 2014

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SECTION – I

Invitation for Bids

1] Section I – Invitation for Bids

The invitation to bid is for “Operation, services & Maintenance of Gujarat State Wide Area Network (GSWAN) Infrastructure at the State Centre, District Centres at the District Headquarters and the Taluka Centres at the Taluka Headquarters and other POPs and the connected horizontal offices across the State of Gujarat for a period of three years from the date of acceptance of the bid which can be further extended up to 2 years on mutually accepted terms and conditions. The bidders are advised to study the bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. This section provides general information about the Issuer (i.e. Gujarat Informatics Limited), important dates and addresses and the overall eligibility criteria for the bidders.

1.1 Issuer

Gujarat Informatics Limited (herein after referred to as “GIL”) on behalf of Department of Science & Technology, Govt. of Gujarat (herein after referred to as “DST, GOG”) invites proposals for “Operation, Services & Maintenance of Gujarat State Wide Area Network (GSWAN) Infrastructure of the Gujarat State. The scope of work and requirement of this project are specified in Volume II of this RFP.

1.2 Issuer and Address for Bid Submission & Correspondence

DGM (Technical)

Gujarat Informatics Limited

8th Floor, Block -1, Udyog Bhavan,

Sector - 11, Gandhinagar – 382 010, Gujarat, India

Phone No. – 079 – 23259239, 23256022

Email address: viveku@gujarat.gov.in

1.3 About The RFP Document

The Request for Proposal (RFP) document for GSWAN O&M project consists of two volumes viz.

RFP Volume I – Commercial Terms & Bid Process

- Section I – Invitation for Bids
- Section II – Eligibility Criteria
- Section III – Instructions to Bidders
- Section IV – Terms & Conditions of the Contract
- Section V – Format for Response to Tender – Pre Qualification Bid
- Section VI – Format for Response to Tender – Technical Bid
- Section VII – Format for Response to Tender – Commercial Bid
- Annexure 1 – RFP document acknowledgement form
- Annexure-2-Instructions for furnishing Bank Guarantee
- Annexure 3 – Proforma of Bank Guarantee towards Performance Security
- Annexure 4 – Schedule-A to G of format III of section VII (price bid formats)

RFP Volume II – Scope of work and SLA and Annexure

1.4 Key Events & Dates

Event	Target Date
Non-refundable Bid Processing Fee	Rs.25,000/- through demand draft drawn in favour of " Gujarat Informatics Limited " payable at Gandhinagar from any scheduled Bank
Bid Issuance date	From 28/02/2014
Bid Security (EMD)-refundable and non-interestbearing	Rs. 1,00,00000.00 in the form of Demand Draft in favour of " Gujarat Informatics Limited " payable at Gandhinagar from any schedule Bank
Last date of receipt of Pre-bid Queries	On or before 5 days of Pre-bid Conference
Date of Pre-bid Conference and	On 12/03/2014 at 1500 hours at GIL conference

venue	Room
Last date for submission of bids	On or before 02/04/2014 - 1700 hours
Opening of Pre qualification bids	On 03/04/2014 - 1500 hours
Opening of Technical bids	To be declared later
Presentation on Technical bid by short-listed bidders, if required	To be declared later
Declaration of short-list of bidders for Commercial bid	To be declared later
Opening of Commercial bids	To be declared later
Language of the bid	This bid should be filed in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

Note: This Bid Document is not transferable.

1.5 Availability of RFP Document

The RFP document can be downloaded from the website www.gil.gujarat.gov.in free of cost. However, in such cases also the bidder must pay bid processing Fees, as indicated above, before the date and time fixed for bid submission. Failure to pay bid processing fee will make the bidder ineligible for participating in Bid process. This fee shall be paid in form of a demand draft from any Scheduled Bank payable at Gandhinagar, drawn in favour of " Gujarat Informatics Limited".

1.6 Amendment of RFP Document

At any time till 3 days before the deadline for submission of bids, GIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by amendment. All the amendments made in the document would be published in the website www.gujaratinformatics.com. All such amendments shall be binding to all the bidders. **The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates.** GIL reserves the rights to amend the dates mentioned in clause 1.4 of this volume for bid processing.

1.7 Venue and Deadline for submission of Proposal

Proposals for GSWAN O&M Project must be received at the address specified below not later than dates specified in Section 1.4 of this volume

DGM (Technical)

Gujarat Informatics Limited

8th Floor, Block -1, Udyog Bhavan,

Sector – 11, Gandhinagar – 382 010, Gujarat, India

Any proposal received by GIL after the deadline for submission of proposals mentioned in Section 1.4 above will be summarily rejected and returned unopened to the Bidder. GIL shall not be responsible for any postal delay or non-receipt/ non-delivery of the proposal. No further correspondence on the subject will be entertained.

SECTION – II

Minimum Eligibility Criteria

2] Section II – Minimum Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial wherewithal that would be required to successfully provide Operation and Maintenance support services of GSWAN sought by the State for the entire period of the contract. The Bids must be complete in all respect and should cover entire scope of work as stipulated in the bid document. This invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

Sr. No.	Clause	Documents Required
1	Bidder Should be Company registered under Companies Act, 1956 and Registered under the Service Tax Act.	Copy of Certificates of incorporation. Copy of Service Tax Registration Certificate.
2	The bidders shall have presence in System Integration, Network Service & Operation & Maintenance in India for the last 5 years as on 31/3/2013.	(1) Memorandum and Articles of Associations along with certificate of Incorporation. (2) Work Orders confirming year and area of activity.
3	The bidder should have (a) Positive net worth, (b) Sum total turnover of one thousand (1000) Crore rupees and above for each of the last three financial years in the Supply, Installation and System Integration of IT and Networking. (c) Minimum turnover of Rs. 15 Crore in the Operation and Management (excluding AMC) of the WAN projects during last financial year.	(1) Copy of the audited Annual Accounts of the company for the last three years including Balance sheet, Profit & Loss A/C. Director's Report and Statuary Auditor's Report. (2) Statutory auditor's certificate for Net-worth and turn over from WAN Projects for the last three financial years.

4	<p>The Bidder must have ISO 9001: 2008 certification for System Integration/Network'. AND either ISO 20000:2011 certification for IT based Infrastructure Services (IT Service Management) OR ISO 27001: 2005 certification for IT Based Infrastructure Services (Information Security Management System)</p>	<p>Valid copies of the Certificate for</p> <p>(a) ISO 9001:200</p> <p>(b) ISO 20000:2011</p> <p>(c) ISO 27001:2005</p>
5	<p>The bidder must have at least 5 resources who should be ITIL certified and 5 resources should be BS7799 / ISO 27001 lead Auditor or Lead Implementer certified. The Bidder should have a minimum of 200 Certified Network Engineers employed. Network Engineers should be associated with the organization for more than 3 years.</p>	<p>Name of the employees along with certified copies of the certifications done, which are ITIL, BS7799/ISO 27001 lead Auditor or Lead Implementer certified, network engineer to be provided.</p> <p>Letter from HR certifying presence said resources in the country.</p>
6	<p>The Bidder should have at least ONE local office in Gujarat.</p> <p>OR</p> <p>In case successful bidder does not have local office in , Gujarat, they will have to setup office within 45 days of award of Lol.</p>	<p>Please attach any two of the following documents: Property taxbill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease agreement.</p> <p>OR</p> <p>Undertaking to open office within 45 days of award of Lol.</p>

7	<p>Bidder must have executed the following with Government, PSU or BFSI in India during last 3 years ending 31 March 2013:</p> <p>-One WAN project of 2000 WAN/LAN nodes OR</p> <p>-Two Projects of 1000 WAN/LAN nodes</p> <p>Note:</p> <p>In house projects executed by the bidder shall not be considered for above purpose.</p> <p>Note:</p> <p>WAN (Wide Area Network) is defined as an intercity network. Any network involving setting up a campus network or MAN (Metropolitan Area Network) would NOT be considered a WAN project.</p>	<p>Copies of work order and the client certificates for satisfactory completion of project and showing order value and cost.</p>
8	<p>Bidder must have experience in Operations and Management of at least one Converged Network project under Government, PSU or BFSI across India as on 31 Oct 2013:</p> <p>Network involving minimum 100 WAN nodes/POPs and 2000 LAN nodes.</p> <p>(Projects covering only AMC of equipment would not be considered)</p>	<p>Copies of work order and the client certificates mentioning satisfactory operations of project and showing details of nodes.</p>
9	<p>The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agencies, PSUs anywhere in Gujarat.</p>	<p>Declaration in this regard by the Director with his DIN No. or Company Secretary with his membership No.</p>

10	The bidder should furnish, as part of its bid an Earnest Money Deposit (EMD) of Rs.1,00,00,000/- by Demand draft	EMD should be in Indian Rupees and should be in the form of Demand Draft in favour of "Gujarat Informatics Limited" payable at Gandhinagar from any scheduled Bank.
11	Valid tax registration certificate and Permanent Account Number (PAN) issued by Income Tax department.	Copy of each registration should be provided.
12	No Consortium will be allowed	
13	Agency currently deployed for Third party audit of GSWAN would not be eligible to participate in this bid.	

Important: Bidders are advised to read this section and the entire document carefully and submit the documents which have been asked for in the prescribed format.

SECTION – III

Instruction to

Bidders

3] Section III - Instruction to Bidders

3.1 Procedure for Submission of Bids

3.1.1 It is proposed to have a Three Stage process for this RFP:

- *Pre-Qualification Bid*
- *Technical Bid*
- *Commercial Bid*

3.1.2 Pre-Qualification Bid, Technical Bid and Commercial Bid of the RFP should be put in separate sealed envelopes super-scribing "Pre-Qualification Bid", "Technical Bid" and "Commercial Bid" respectively. **Please Note that Prices should not be indicated in the Pre-Qualification Bid and Technical Bid but should only be indicated in the Commercial Bid.**

3.1.3 Three envelopes containing the Pre-qualification Bid, Technical Bid and Commercial Bid should be put in another single sealed envelope clearly marked "**Appointment of an Agency for Operations and Maintenance of GSWAN for the Gujarat State**". These envelopes are to be super scribed with Tender Number and the wordings "**DO NOT OPEN BEFORE 15.00 hours on 03.04.2014**".

3.1.4 The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is received "**Late**".

3.1.5 Each copy of the bid should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. **Any deficiency in the documentation may result in the rejection of the Bid.**

3.1.6 As part of the bid, Bidder should also provide the Technical and Commercial bid in soft copy format, in the form of a non-re-writeable CD (Compact Disc) as follows:

3.1.7 1 copy of CD containing the technical bid - The CDs containing Technical Bid should be sealed along with the hard copy of the Technical Bid.

3.1.8 1 copy of CD containing the commercial bid - The CDs containing Commercial Bid should be sealed along with the hard copy of the Commercial Bid.

3.1.9 All CDs submitted by the Bidder must be in sealed covers. Sealed covers as well as the CD media must be duly signed by the Bidder using a "Permanent INK Pen / Marker" and should be super-scribed with "Technical Bid-Soft Copy" / "Commercial Bid-Soft Copy" (as the case may be) and should bear the name of the Bidder.

3.1.10 The Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by GIL in the contents of the CDs and original paper bid documents, the information furnished in the original paper bid document will prevail over the soft copy.

3.1.11 The Bidder must ensure that Technical Bid CDs do not contain any Commercial items / prices.

3.1.12 Telex / Telegraphic / Tele-fax bids will not be considered. All out-station bids, if sent by post, should be sent under registered cover, so as to reach before the due date and time of the receipt of bids.

3.1.13 If the outer envelope is not sealed and marked as indicated above, GIL will assume no responsibility for the bid's misplacement or premature opening.

3.2 Authentication of Bid

The bid shall be typed or written in indelible ink. The bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written Power of Attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

3.3 Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

3.4 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by GIL/DST, GOG. GIL/DST, GOG will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

3.5 Site Visit

The bidders may visit the sites in their own interest and obtain additional information at their own cost and responsibility. The Bidder may wish to visit and examine the SC, DC & TC and other POPs and other related projects sites, and revalidate all the information required for preparing a response to the bid. The cost of such visits to the Sites shall be at the Bidder's expense. The Bidder and any of its personnel or agents will be granted permission by GIL/DST, GoG to enter its facilities at various locations in the state for the purpose of such visits, but only upon the condition that the Bidder, its personnel and agents, will indemnify GIL/DST GoG from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the bidder. The Bidder shall at its own risk, peril, cost and liability undertake site visits to designated facilities in the state.

3.6 Clarification on RFP Document

3.6.1 A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address and as per schedule indicated in **“Invitation for Bids / Key events and dates”**. The queries must be submitted in the following format only to be considered for clarification:

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

The queries not adhering to the above mentioned format shall not be responded.

3.6.2 GIL will respond to any request for clarification to queries on the RFP Document, received not later than the dates prescribed in **Invitation for Bids / Key events and dates** which would be published on the website www.gujaratinformatics.com.

3.7 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and GIL, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

3.8 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise the following components. The bids not conforming to the requirements shall be summarily rejected.

- **Pre Qualification Bid**

In support of eligibility, a bidder must submit the following documents (besides the other requirements of the Bid), original copies or attested copies, as the case may be, in the absence of which the Bid will be rejected.

- Volume I, Section V – Format 1: Pre qualification Bid Letter.
- Volume I, Section V – Format 2: General information about the Bidder.
- Receipt of Rs. 25, 000/- towards the cost of the RFP document if the RFP document is downloaded from GIL's website, payable in form of DD in favour of "Gujarat Informatics Limited " payable at Gandhinagar in a sealed envelope.
- Pre qualification bid should contain Earnest Money Deposit (EMD) of Rs. 1,00,00,000/- payable in form of DD in favour of "Gujarat Informatics Limited " payable at Gandhinagar in a separate sealed envelope.
- Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this BID.
- Detailed checklist for pre-qualification dully filled in along with the supporting documents as defined in Volume I, Section V – Format 3. Bidders are requested to add a column for page no. in the pre qualification check list table and provide the corresponding page no. of the respective criteria.

- Declaration that the bidder has not been debarred / blacklisted by any Govt. / Semi-Govt. organization of Gujarat for quality of services / product and there is no major complaint against the bidder by any organization as per Volume I, Section V – Format 4.
- Undertaking by the bidder for acceptance to the Terms & Conditions mentioned in this RFP, Section V- Format 5
- Local Office in Gujarat Proof document as per format-6
- Annual turnover of Supply, Installation and System Integration of the WAN projects as per format-7
- Completion of projects of prescribed nature and size as per Format-8

- **Technical Bid**

The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:

- Volume I, Section VI – Format 1: Technical Bid Letter
- Volume I, Section VI – Format 2: Technical Compliance Sheet
- Volume I, Section VI – Format 3: Bidder's profile
- Volume I, Section VI – Format 4: Wide Area network Deployment
- Volume I, Section VI – Format 5: WAN with converged network
- Volume I, Section VI – Format 6: WAN O&M experience
- Volume I, Section VI – Format 7: Security Operations Capability
- Volume I, Section VI – Format 8: Resource Base Capability
- Volume I, Section VI – Format 9: Quality Certifications
- Volume I, Section VI – Format 10: Financial capabilities
- Volume I, Section VI – Format 11: Relationship with OEM
- Volume I, Section VI – Format 12: Proposed Technical Solution
- Volume I, Section VI – Format 13: Project Management Plan
- Volume I, Section VI – Format 14: Takeover schedule
- Volume I, Section VI – Format 15: Core Project Team
- Volume I, Section VI – Format 16: Proposed Resource Deployment
- Volume I, Section VI – Format 17: FM project undertaken
- Volume I, Section VI – Format 18: Helpdesk and fault correction plan
- Volume I, Section VI – Format 19: Bidder's core team profile

- **Financial Bid**

The Commercial Bid, besides the other requirements of the RFP, shall comprise of the following:

- Volume I, Section VII – Format 1: Commercial Bid Letter
- Volume I, Section VII – Format 2: Breakdown of Cost Components
- Volume-1, Section VII –format-3: Summary of cost components
- Volume 1, 11]-Annexure-4- Formats- Schedule-A to G-Price bid formats.

3.9 Bid Prices

3.9.1 The Bidder shall indicate prices in the prescribed format, the unit rates and total Bid Prices of the equipment / services it proposes to provide under the RFP. Prices should be shown separately for each item as detailed in Bid Documents. In absence of above information as requested, the bid may be considered incomplete and be summarily rejected. The price components furnished by the Bidder in accordance with the prescribed format provided in bid will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit GIL's right to contract on any of the terms offered.

3.9.2 The Bidder shall prepare the bid based on the details provided in the bid documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by GIL/DST,GOG. The Bidder shall carry out all the tasks in accordance with the requirement of the bid documents & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP documents.

3.10 Firm Prices

3.10.1 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. **However, GIL/DST, GOG reserves the right to negotiate the prices quoted in the bid to effect downward modification.**

3.10.2 The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever in relation to the activities proposed to be carried out. All taxes wherever applicable/payable should be indicated separately in **Section VII – Format 2: Breakdown of the Cost Components.**

3.10.3 Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

3.11 Bid Currencies

Prices shall be quoted in Indian National Rupees (INR).

3.12 Bidder Qualification

3.12.1 The "Bidder" as used in the bid documents shall mean the one who has signed the bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he / she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal unless otherwise stated in RFP.

3.12.2 It is further clarified that the individual signing the bid or other documents in connection with the bid must certify whether he/she signs as the Constituted attorney of a company.

3.12.3 The authorization shall be indicated by the written power-of-attorney accompanying the Pre qualification bid.

3.13 Bid Security (Earnest Money Deposit)

- **Amount of Bid Security (EMD)**

The Bidder shall furnish, as part of its bid, Bid Security (Earnest Money Deposit) in the form of Demand Draft issued by any scheduled bank located in India for **Rs. 1,00,00,000/- (Rupees One crore only)** in favour of "Gujarat Informatics Limited" payable at Gandhinagar.

- **Currency of Bid Security**

The bid security shall be furnished in **Indian National Rupees (INR)**.

- **Requirement of Bid Security**

The bid security is required to protect GIL/DST against the risk of Bidder's conduct, which would warrant the bid security's forfeiture, pursuant to Section "Forfeiture of Bid Security".

- **Rejection of Bid**

Any bid not secured in accordance with the above mentioned clause, shall be rejected by GIL as being non-responsive, without any further correspondence.

- **Discharge of Bid Security of Unsuccessful Bidder**

Unsuccessful bidders' bid security will be discharged / returned as promptly as possible by GIL.

- **Discharge of Bid Security of Successful Bidder**

Bid security (EMD) furnished by Successful Bidder shall be refunded after submission of Performance Bank Guarantee by the successful bidder as per Section 3.24.

- **Forfeiture of Bid Security (EMD)**

The Bid Security can be forfeited if the Bidder

- withdraws its bid during the period of bid validity specified in section 3.14 or
- during the bid process, if Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of GIL regarding forfeiture of the Bid Security shall be final & shall not be questioned under any circumstances.
- during the bid process, if any information is found wrong / manipulated / hidden in the bid. The decision of GIL regarding forfeiture of the Bid Security and rejection of bid shall be final & shall not be questioned under any circumstances.

3.14 Bid Validity Period

Period of Validity of Bids

Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by GIL. **A bid valid for a shorter period may be rejected as non-responsive.** However, the prices finalized after opening the bids shall not be increased throughout the period of implementation and operation. The prices of components or Component maintenance can nevertheless go down due to global trend specially in respect of those components/services which are procured from OEM. In such cases, the prices of components/ Component maintenance will be determined from OEM's list prices after applying the same discount factor as related to the prices finalized after bid opening but before the delivery of the components/Component maintenance services to GIL/DST,GOG.

Extension of Period of Validity

In exceptional circumstances, GIL/DST,GOG may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax).

3.15 *Local / Site Conditions*

- 3.15.1 It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors of the GSWAN at State Centre Gandhinagar and all district and Taluka sites of Gujarat State which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the SC, DC,TC and other POPS locations (at its own cost) and due-diligence should be conducted before the pre-bid meeting/ bid-submission.
- 3.15.2 The Bidder is expected to make a site visit to the current GSWAN set up at state Centre Gandhinagar and all District Centers and Taluka Centers and other POPS to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- 3.15.3 Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing the services before entering into contract will in no way relieve the Successful Bidder from performing any work in accordance with the RFP documents.
- 3.15.4 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the RFP Documents. **GIL shall not entertain any request for clarification from the Bidder regarding such conditions.**
- 3.15.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the RFP Documents will be entertained by GIL/DST,GOG and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by GIL/DST,GOG on account of failure of the Bidder to appraise themselves of local laws and site conditions.

3.16 *Modification and Withdrawal of Bids*

Written Notice

The Bidder may modify or withdraw its bid after the bid's submission, provided that GIL receives written notice of the modification or withdrawal, prior to the last date prescribed for receipt of bids.

Signing and Marking of Notice

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

Last Date for Notice

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Withdrawal of a bid during this interval may result in the forfeiture of bidder's Bid Security (EMD).

3.17 Opening of Pre Qualification and Technical Bids

3.17.1 Opening of Bids

GIL will first open the Pre Qualification Bid, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in section 'Invitation for Bids / Key Event's Dates. In the event of the specified date of Bid opening being declared a holiday for GIL, the Bids shall be opened at the appointed time and location on the next working day. It is, therefore, advised to send a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot. The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite Bid security (EMD) and such other details as GIL at its discretion may consider appropriate will be announced at the time of pre-qualification bid opening.

Bids Not Considered For Evaluation

Bids that are rejected during the bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

3.17.2 Evaluation of Pre Qualification and Technical Bid

The evaluation process of the bid, proposed to be adopted by GIL is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that GIL may adopt. However, GIL reserves the right to modify the evaluation process at any time during the Bid process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

3.17.2.1 Evaluation of Pre Qualification Bid

- Bidders need to fulfill all the pre-qualification conditions mentioned in Section II of Volume I. GIL will examine the bids to determine whether they are complete, whether the bid format conforms to the Bid requirements, whether any computational errors have been made, whether required Bid Security (EMD) and Bid Processing fees have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- A bid determined as not substantially responsive will be rejected by GIL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- GIL may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

3.17.2.2 Evaluation of Technical Bid

- Firstly the pre qualified bidders' technical bid document will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in Section 3.18 of Volume I.
- GIL may request the bidders to make a presentation on their proposal to an Evaluation Committee to be constituted for the purpose.
- **All the bidders who secure a Technical Score of 70 or more will be declared as technically qualified.** The commercial bids of technically qualified bidders only will be opened for further processing. It is, however, clarified that, subject to other provisions of this Document, every bidder will have to fulfill the minimum technical specifications laid down in the Volume-II for being qualified technically.
- In order to assist in the examination, evaluation and comparison of Bids, GIL may at its discretion ask the Bidder for clarifications regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.
- GIL may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder

3.18 **Criteria for Evaluation of Bids**

- A three-stage procedure will be adopted for evaluation of proposals, with the pre qualification being completed before the technical evaluation and thereafter financial proposals of technically qualified bidders will be opened and compared. Pursuant to the pre-qualification criterion bidders will be short-listed for technical bid opening. Technical bids will be opened only for the bidders who succeed the pre-qualification criterion. The technical bids for the disqualified bidders will be returned unopened at the address mentioned on the envelopes containing the technical bid.
- GIL will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified/ rejected.
- GIL will assign points (quality of services score) to the technically qualified bidders based on the technical evaluation criterion prescribed in RFP. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.
- The evaluation will be made on the basis of quality - cum - cost, with a weightage to quality of services and cost in the ratio of 60:40 subject to this the ranking of bidders shall be decided. The bidder who has scored overall highest score will be selected.
- *Conditional bids are liable to be rejected.*

Criteria for Evaluation and Comparison of Technical Bids

The following criteria shall be used to evaluate the technical bids. All the bids **scoring 70** and above points in the technical evaluation will be qualified for commercial bid opening.

Criteria, Sub-criteria, and Point System for the Evaluation of Technical Bids			
Sr. No.	Criteria/ Sub-criteria	Description – Aim of the criteria and Evaluation methodology	Criteria / Sub-Criteria points
I	Organization Capability		60
1	Project Experience		40

1a	Wide Area Network Deployment and Implementation with Converged Network (Voice, Video, Data)	Aim: To examine the converged WAN experience of the Bidder. All Completed Projects with more than Rs. 1 crore value would be considered. (Each project will carry 5 Marks maximum upto 5 x 3 = 15 Marks). Attach a copy of the order for all projects being mentioned.	15
1b	WAN Operations and Maintenance with Converged Network (Voice, Video, Data)	Aim: To examine the converged WAN O&M experience of the Bidder. All ongoing/completed Projects more than Rs.1 crore value as on 31 Oct 2013 would be considered. (Each project will carry 5 Marks maximum upto 5 x 3 = 15 Marks). Attach a copy of the order for all projects being mentioned.	15
1c	Facility Management	Aim: To examine the Facility management experience of the Bidder. Bidder should have experience of providing on-site facilities management service on 24 X 7 X 365 basis to at least two clients at the client owned data centre anywhere in India for a minimum annual contract value of at least Rs. 1 crore 2 Clients with <Rs. 1 crore = 2 Marks 2 Clients with Rs. 1 crore = 5 Marks	5
1d	Large IT project handling capability	Aim: To examine the large spatial project handling capability of the bidder Bidder should have customer/clients with greater than 5000 user base 3 or Less than 3 customer = 1 mark Less than 5 and more than 3 = 2 marks 5 or more customer = 5 marks	5
2	Organization's experience		20
2a	ITIL certified resources	Aim: To examine the Bidder's Resource Base and assess its quality. Bidder should have ITIL certified resources (min. ITIL foundation certificate) If ITIL certified resources on the role of bidder If 5 or more = 1 mark	3

		If 7 or more =2 marks If 10 or more =3 marks	
2b	BS7799/ISO 27001 certified resources	Aim: To examine the Bidder's Resource Base and assess its quality. Bidder should have BS7799/ISO 27001 lead auditor/lead implementer certified resources If above certified resources on the role of bidder If 5 or more =1 mark If 7 or more =2 marks If 10 or more =3 marks	3
2c	Resource Base Capabilities	Aim: To examine the Bidder's Resource Base and assess its quality. The bidder must have on its roll at least 500 technically qualified professionals in, facility management services as on 31-10-13 500 or more = 6 marks; less than 500 and more than 300 = 5 marks; less than 300 and more than 200= 4 marks less than 200 and more than 100 =3 marks	6
2d	Organization's Finance capabilities	Aim: To gauge the financial strength of the Bidder. Average Turnover of the bidder from Indian Operations for the last Three financial year ending 31st March 2013 Rs 1000 or more and less than 2000 crore =3 marks; Rs.2000 Cr or more = 5marks	5
2e	Quality certification of organization	Aim: To give credit to Bidder with quality certifications. For this, the Number of internationally accepted and renowned quality certifications with the bidder will be considered. If ISO 9001 and either ISO 20000 or ISO 27001 = 2 marks If ISO 9001 and ISO 20000and ISO 27001 =3 marks	3
II	Proposed Technical Solution –		40
1	Solution Description - Understanding of Design, Implementation, Operation, and Maintenance of various parameters		25

1a	Over all clarity in the technical proposal	Aim: To assess the Bidders' understanding of the requirements and proposed solution on the WAN requirements Relative score to be awarded (with best proposal getting the maximum point)	5
1b	Quality of the proposed project execution and methodology	Aim: To assess the Bidders' understanding of project execution methodology with standards followed and international best practices Relative score to be awarded (with best proposal getting the maximum point)	5
1b	Quality of the Helpdesk facilities proposed	Aim: To assess the Bidders' understanding of the requirements and proposed solution on the Helpdesk solution. Response expected: As per Format-12	5
1c	Security Services	Aim: To assess the Bidders' understanding of the requirements and proposed solution on the Security solution. Response expected:As per Format-12	5
1d	Service Improvement Plan	Aim: Bidder to demonstrate capability to implement QOS, IPV6 , Virtual LAN , Intensive Network Monitoring and reduce call volume by 8 to 10% within 1 year of stabilization Response expected:As per Format-12	3
2	Project Management Plan and Time Schedule	Aim: To examine the project plan and implementation schedule including handing over and taking over schedule proposed by the Bidder and award points for ingenuity displayed with regard to project management and any time savings proposed in the implementation schedule. Response expected: Format-13 and 14 should be completed appropriately.	2
3	GSWAN Core Project Team&Number and Quality of People proposed for operations	Aim: To examine the detailed Project Team Composition, their experience and their qualifications and to look for clearly defined roles. Also to look at the organization structure proposed for O&M of GSWAN project and to award points for	15

		the Number and quality of people proposed by the organization for O&M of GSWAN. <u>Response expected:</u> Format-15, 16 should be filled and Format-19 should be filled for all Core Team members.	
	Total Points		100

Note: - The financial bids of only those bidders will be opened and considered who have scored at least 70 points of the sum of the maximum points specified for all the above mentioned attributes in the technical bid evaluation process.

The technical scores of the bidders will be normalized to the maximum score as per the formula given below:

$$T_n = T_b / T_{max} * 100$$

Where

T_n = normalized technical score for the bidder under consideration

T_b = absolute technical score for the bidder under consideration

T_{max} = maximum absolute technical score obtained by any bidder

Opening and Comparison of Financial Bids

The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices, Discount, etc. will be announced at the meeting.

The commercial scores will be calculated as

$$F_n = F_{min} / F_b * 100$$

Where

F_n = Normalized financial score of the bidder under consideration

F_b = Evaluated cost for the bidder under consideration

F_{min} = Minimum evaluated cost for any bidder

Evaluation of Bid - Final Evaluation

The overall score will be calculated as follows:-

$$B_n = 0.60 * T_n + 0.40 * F_n$$

Where

B_n = overall score of bidder under consideration

T_n = Normalized Technical score for the bidder under consideration

F_n = Normalized financial score of the bidder under consideration

3.18.1 Award Criteria: The Criteria for selection will be the lowest cost to GoG for the technically qualified bids.

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.

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.

3.19 *Rectification of Errors*

Arithmetical errors in the Financial Bid will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If the bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

3.20 *Contacting GIL*

Contact by Writing

No bidder shall contact GIL on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded.

Rejection of Bid

Any effort by a Bidder to influence GIL in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

3.21 *GIL/DST, GOG's Right to vary Scope of Contract at the time of Award*

- GIL/DST,GOG may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
- If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended.

3.22 *GIL's Right to Accept Any Bid and to reject any or All Bids*

- GIL reserves the right to accept any bid and to annul the bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for GIL's action.
- GIL reserves the right to negotiate the commercials with the successful Bidder and seek revised commercial bid.

3.23 *Notification of Award/Letter of Intent (LOI)*

Notification to Bidder

Before the expiry of the period of validity of the proposal, GIL/DST,GOG shall notify the Successful bidder in writing by issuing LOI by registered post or by fax that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the LOI and shall send his acceptance to enter into agreement within seven (7) days of receiving the same.

Signing of Contract

The notification of the award/LOI shall constitute signing of the agreement. The signing of agreement will amount to the award of contract and the bidder will initiate the execution of the work as specified in the agreement. At the same time as GIL/DST,GOG notifies the Successful bidder that its bid has been accepted, GIL/DST,GOG will send the Bidder the Performa for Contract provided in the RFP Document, incorporating all agreements between the parties. Within 7 days of receipt of the Contract, the Successful bidder shall sign and date the Contract and return it to GIL/DST,GOG.

Discharge of Bid Security

Upon the successful signing of the agreement, GIL shall promptly request the Bidder to provide Performance Bank Guarantee pursuant to Section 3.24. On receipt of the Performance Bank Guarantee, the bid security of the Successful bidder will be released.

Expenses for the Contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of GIL/DST,GOG with such penalties as specified in the RFP document and the Agreement.

3.24 Bank Guarantee for Contract Performance

- Within 14 days of the receipt of notification of award/LOI from GIL/DST,GOG, the successful Bidder shall furnish the Performance Bank Guarantee in accordance with the Terms & Conditions of RFP, in the prescribed format at **Volume I, Annexure 3 – Proforma**.
- Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security (EMD). In case of exigency, if GIL/DST,GOG gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

3.25 Confidentiality of the Document

This Bid Document as submitted by the bidder would be treated as confidential and GIL shall ensure that anything contained in this Bid Document shall not be disclosed in any manner, whatsoever to any party/unrelated person to the Bid process.

3.26 Rejection Criteria

Besides other conditions and terms highlighted in the RFP document, bids may be rejected under the following circumstances:

Pre Qualification Rejection Criteria

- Bids submitted without or with improper Bid Security (EMD) and Bid Processing fee.
- Bids which do not conform to unconditional validity of the bid as prescribed in the bid.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received by GIL after the last date and time prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Bids without proper documents/evidences as asked for in the pre-qualification bid as mentioned in the RFP Document.

Technical Rejection Criteria

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Bid Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Bid documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- Bidders not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this RFP.
- If the bid does not confirm to the timelines indicated in the RFP Document.
- Bidders who have not scored 70 or more points in Technical evaluation by GIL

Commercial Rejection Criteria

- Incomplete Price Bid
- Price Bids that do not conform to the Bid's price bid format.

3.27 Concessions permissible under statutes

The Bidder, while quoting against this RFP, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sales Tax Act, 1956, failing which it will have to bear extra cost where the Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. GIL will not take any responsibility towards this. However, GIL may provide necessary assistance, wherever possible, in this regard.

3.28 Period of Agreement

The period of agreement shall start with the date of signing of contract and end with the date of completion of 3 years of service. The period of service is considered to have been started from the date of takeover and go live of 99% of POPs.

Period of Contract = takeover and go live of 99% of POPs + 5 years of operations

3.29 Third Party Agency

GIL / DST,GoG shall appoint a third party monitoring agency at least 15 days before the partial acceptance test. This party will undertake the acceptance testing, leading to the issuance of acceptance certificate subsequent to the completion of final acceptance test. DST, GoG or any Third Party Agency appointed by it will monitor the Service level Agreement and subsequent generation of quarterly report on SLA compliance. This agency shall also be responsible for verification; validation of all the invoices submitted and will recommend eligible payments according to the milestones. The successful bidder shall co-operate with this third party agency.

3.30 Publicity

Any publicity by the bidder in which the name of GIL / DST, GoG is to be used, should be done only with the explicit written permission from GIL /DST, GoG.

3.31 Income Tax Liability

The bidder will have to bear all Income Tax liability both corporate and personal tax.

SECTION – IV

General Conditions of Contract

4] Section IV - General Conditions of the Contract

This CONTRACT is made and entered into on thisday of by and between Department of Science & Technology, Govt. of Gujarat (herein after referred to as DST,GOG which expression shall include its successors, administrators, executors and assignees) on the one part and M/s, a company registered under the companies Act with its Registered office at hereinafter referred to as the “O&M Agency” (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas Department of Science & Technology, Government of Gujarat is desirous of Appointment of an Agency for Operations and Maintenance of the GSWAN for the Gujarat State for a period of 5 years from the date of acceptance of work order after conforming to specifications as set forth in the Scope of Work in Volume II.

And whereas the “O&M Agency” represents that it has the necessary financial capabilities and experience for carrying out O&M of GSWAN operations as referred to herein and has submitted a bid for providing the required services against O&M of GSWAN projects, RFP No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of DST, GOG from time to time.

And whereas DST,GOG has accepted the bid of the O&M Agency and has placed Fax order / Letter of Intent /Notification of Award vide its letter Dated.... on the O&M AGENCY.

Now it is hereby agreed to by and between the parties as under:

Terms	Definitions
Gujarat Informatics Ltd (GIL)	A nodal agency under the Department of Science & Technology ,Govt. of Gujarat and bidding agency on behalf of DST. GOG
Department of Science & Technology (DST)	GSWAN project owner and Department of Government of Gujarat

Contract	The agreement entered into between DST, GoG and the Bidder as recorded in the contract form signed by DST, GoG and the Bidder, including all attachments and annexure thereto and all documents incorporated by reference therein
Bidder	The person or the firm or the Company who bids for operations and maintenance of the GSWAN project.
Successful Bidder/O&M Agency	The person or the firm or the Company with whom the order for providing, and supporting wide area network equipments and services is placed and shall be deemed to include the bidder's successors, representatives (approved by DST, GoG), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.
Contract Price	The price payable to the bidder under the contract for the full and proper performance of his contractual obligations
Equipment	The entire wide area network equipments supporting inter-office (including data centre) connectivity, including the equipments which the bidder is required to provide to DST, GoG under the contract
Service	The entire Wide Area Networking services for supporting inter-office (including data centre) connectivity, which the bidder is required to, operate and maintain to DST, GoG under the contract. Service also includes services ancillary to the provisioning of the facilities, such as network management, monitoring, transportation, and any other incidental services such as civil work, installation, cabling, commissioning, provision of technical assistance, training and other such obligations of the bidder covered under the contract
Acceptance of RFP	The letter/ telex/ telegram/ fax or any memorandum communicating to the bidder of the acceptance of his RFP and this includes an advance acceptance of his RFP
SC	State Centre, Gandhinagar
DC	District Centre
TC	Taluka Centre
DR Site	Disaster Recovery Site
POP	Point of Presence of GSWAN
Horizontal Office	Departmental Office under Government of Gujarat, which would be connected to the respective GSWAN POP.

4.1 Application

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

4.2 Standard

The equipments and services supplied under this contract shall conform to the standards mentioned in the requirement specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.

4.3 Patent Rights

The O&M agency shall indemnify GIL/DST,GOG against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the equipments and services or any part thereof.

4.4 Incidental Services

The O&M agency may be required to provide any or all of the following services:

1. Furnish detailed manuals for each appropriate unit of the supplied equipment and services.
2. Perform or supervise or maintain and/ or repair the supplied equipment and services, for a period of time agreed by GIL /GoG and the O&M agency, provided this service shall not relieve the O&M agency of any warranty obligations under this contract.

4.5 Delivery & Documents

Delivery of the equipments and services and associated documents shall be made by the O&M agency in accordance with the terms specified by GIL/DST, GOG in their notification of award.

4.6 Change Orders

- i. DST,GOG may at any time, by a written order given to the O&M agency make changes within the general scope of the contract in any one or more of the following prior to the date of shipping:
 - a) Configuration or specifications of the equipment.
 - b) The service to be provided by the O&M agency.

- c) Change in pop address for delivery of equipment / providing services.
- ii. DST, GoG may at any time, by a written order given to the O&M agency make changes within the general scope of the contract in any one or more of the following during the contract period:
 - a) Change in pop address for providing services.
 - b) Change in bandwidth required at any office location or across all office locations.
 - c) Change in QoS parameters at any office location or across all office locations.

If any such change causes an increase or decrease in the cost of, or the time required for the O&M agency's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall accordingly be amended, based on mutual discussions. Any claims by the O&M agency for adjustment under this clause must be asserted within thirty days from the date of the O&M agency's receipt of GIL/ GoG's change order.

4.7 Assignment

The O&M agency shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with DST, GoG's prior written consent. The permission, if any, of DST, GoG has to be taken before award of the contract.

4.8 Sub Contract

The O&M agency would provide all the services through its own company & no sub-contracting shall be allowed. However if sub contracting for specialized work is required, the O&M agency will take prior permission from DST,GOG.

4.9 Take Over

GIL/ GoG or ANY agency authorized by GIL/ GoG has the right to take over the operations and management even before the expiry of 3 years in case the successful bidder fails to perform any obligation(s) under the contract.

4.10 Inappropriate use of Network

The O&M Agency shall not use the network facilities/ equipment installed for any other purpose/ use than that of the functions assigned to him by the DST,GOG.

4.11 Termination for Default

DST/ GoG may, without prejudice to any other remedy for breach of contract by written notice of default sent to the O&M agency, terminate the contract in whole or in part:

- i. If the O&M agency fails to deliver any or all of the equipments and services within the time period(s) specified in the contract, or any extension thereof granted by DST/ GoG OR
- ii. If the O&M agency fails to perform any obligation(s) under the contract

4.12 Termination for Insolvency

DST, GoG may at any time terminate the contract by giving written notice to the O&M agency, without compensation to the O&M agency, if the O&M agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DST/ GoG.

In the event of termination as per clause above (4.11 & 4.12) , DST/GIL reserves the right to take suitable action against successful bidder against their default including revoking the PBG and risk purchase clause etc.)

4.13 Force Majeure

The O&M agency shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the O&M agency and not involving the O&M agency and not involving the O&M agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of DST/ GoG either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the O&M agency shall promptly notify DST/ GoG in writing of such conditions and the cause thereof. Unless otherwise directed by DST/ GoG, the O&M agency shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.14 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 appropriate definition as per this agreement.

Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:

Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:

- any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- explosion or chemical contamination (other than resulting from an act of war);
- epidemic such as plague;
- any event or circumstance of a nature analogous to any of the foregoing.

Other Events ("*Political Events*") to the extent that they satisfy the foregoing requirements including:

- Political Events which occur inside 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;
- Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
- Any event or circumstance of a nature analogous to any of the foregoing.

Political Events which occur outside the State of Gujarat and the Republic of India and do not involve the State Government and/or the Central Government ("*Foreign Political Events*" or "*Indirect Political Events*") including, but not limited to:

- Act of war (whether declared or un-declared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act of terrorism;
- Strikes, work to rule, go-slows;
- Any event or circumstance of a nature analogous to any of the foregoing

4.15 Arbitration

DST, GoG and the O&M agency shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, DST, GoG and the O&M agency have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.

In the case of a dispute or difference arising between DST, GoG and the O&M agency relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to the award of arbitrators, which will be appointed by Department of IT, Government of India / DST, Govt. of Gujarat.

The Indian Arbitration Act, 1940, the rules there under and any statutory modification or re-enactments thereof made till the date of signing of contract, shall apply to the arbitration proceedings.

4.16 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

4.17 Applicable Law

The contract shall be interpreted in accordance with the Indian Laws.

4.18 Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing by registered post only to the addresses as defined under this contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.19 Back up support

O&M agency shall furnish details of the back-up engineering and network support that

will be available to DST, GoG. If the maintenance of the equipment, after expiry of the contract period, is taken over either by DST, GoG or any other person/ agency to be nominated by DST, GoG, the O&M agency shall be responsible for provisioning of spare parts and back-up maintenance support required by DST. GoG or that agency, and shall continue to make available the spare parts.

4.20 Delivery

The equipments and services specified in the schedule are required to be provisioned by the O&M agency within the period indicated in the notification of award.

4.21 Deduction

Payments shall be subject to any deductions (such as TDS) of any amount, for which the O&M agency is liable under the agreement against this RFP.

4.22 Taxes and Duties

The O&M agency shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted equipment and services to DST, GoG.

4.23 Insurance

The equipments supplied under this contract shall be fully insured by the O&M agency against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The period of insurance shall be up to the date of FAT and the rights of the property are transferred to DST, GoG.

4.24 Manuals, Data and Information

Complete information relating to installation, maintenance, service, support, and troubleshooting of equipments and services should be supplied by the O&M agency.

4.25 Inspection, Testing

If necessary, the O&M agency will be required to furnish such facilities as will be necessary for inspection of equipment before dispatch at his or his associate works and also for witnessing such tests, as are done at the works, as required by DST, GoG. The O&M agency shall give appropriate notice regarding the dates proposed for such tests to the inspecting agency.

4.26 Limitation of Liability

O&M agency's cumulative liability for its obligations under the contract shall not exceed the contract value and the O&M agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

4.27 Confidentiality

O&M agency understands and agrees that all materials and information marked and identified by DST, GoG as 'Confidential' are valuable assets of DST, GoG and are to be considered DST, GoG's proprietary information and property. O&M agency will treat all confidential materials and information provided by DST, GoG with the highest degree of care necessary to insure that unauthorized disclosure does not occur. O&M agency will not use or disclose any materials or information provided by DST, GoG without DST, GoG's prior written approval.

O&M agency shall not be liable for disclosure or use of any materials or information provided by DST, GoG or developed by O&M agency which is:

- a. possessed by O&M agency prior to receipt from DST, GoG, other than through prior disclosure by DST, GoG, as documented by O&M agency's written records;
- b. published or available to the general public otherwise than through a breach of Confidentiality; or
- c. Obtained by O&M agency from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to DST, GoG; or
- d. Developed independently by the O&M agency.

In the event that O&M agency is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, O&M agency shall promptly notify DST, GoG and allow DST, GoG a reasonable time to oppose such process before making disclosure.

O&M agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause DST, GoG irreparable harm, may leave DST, GoG with no adequate remedy at law and DST, GoG is entitled to seek to injunctive relief.

DST, GoG does not wish to receive the Confidential Information of O&M agency, and O&M agency agrees that it will first provide or disclose information which is not confidential. Only to the extent that DST, GoG requests Confidential Information from O&M agency, then O&M Agency will furnish or disclose Confidential Information.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP. Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure. Nothing contained in this contract shall limit the O&M agency from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

4.28 Use of Contract document and Information

The O&M agency shall not, without DST, GoG's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of DST, GoG in connection therewith, to any person other than a person employed by the O&M agency in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The O&M agency shall not without DST, GoG's prior written consent, make use of any document or information forming a part of this RFP except for purpose of performing the contract. Any document forming a part of this RFP, other than the contract itself, shall remain the property of DST, GoG

4.29 Scope of Work / Contract

- Scope of the CONTRACT shall be as defined in this CONTRACT, Scope of work including specifications and drawings and the Service level agreement and annexes thereto of this RFP.
- DST, GOG has engaged the O&M Agency for Operations and Maintenance of the GSWAN for the State of Gujarat. Successful bidder (O&M Agency) is required to provide such services, support and infrastructure as necessary during the term of

this Contract and includes all such processes and activities which are consistent with the proposals set forth in the Bid, RFP and this Contract and are deemed necessary by DST,GOG in order to meet its business requirements (hereinafter referred to as 'scope of work').

- If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the same charges as per finalized rates, as if such services, functions or responsibilities were specifically described in this Contract.
- DST,GOG reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work.

4.30 Duration of the Contract

The CONTRACT shall remain valid for a period of 3 (three) years from the date of signing of contract and end with the date of completion of three years of service.

4.31 Term and Extension of the Contract

4.31.1 The term of this Contract shall be for a period as indicated in the contract and contract shall come to an end on expiry of such period except when its term is extended by DST,GOG.

4.31.2 DST,GOG shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.

4.32 Performance Bank Guarantee of the Contract

Within 14 (fourteen) days after the receipt of notification of award of the Contract from DST,GOG, the O&M Agency shall furnish Performance Bank Guarantee to DST,GOG which shall be equal to 10% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from 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/10/2013/107/DMO Dated 06.04.2013 issued by Finance Department](#) in the Proforma given at Volume I, Annexure 3 – Proforma

4.33 Successful bidder (O&M Agency's) Obligations

4.33.1.1 The O&M Agency would be required to maintain and manage the GSWAN facilities. It will be the O&M Agency's responsibility to ensure compliance to the requirements of the GSWAN and continued operation of the GSWAN in accordance with and in strict adherence to the terms of this Bid, the RFP and this Contract.

4.33.2 In addition to the aforementioned, the O&M Agency shall:

4.33.2.1 Perform the Services specified by DST, GOG and make available the necessary equipment / facilities / services as may be necessary and 'Scope of work' requirements as specified in the bid and changes thereof. The O&M Agency will co-operate with Third Party Audit Agency for handing over and taking over process and during the contract period.

4.33.2.2 The O&M Agency shall ensure that its Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The O&M Agency shall ensure that the Services are performed through the efforts of the O&M Agency's Team, in accordance with the terms hereof and to the satisfaction of DST,GOG. Nothing in this Contract relieves the O&M agency from its liabilities or obligations under this Contract to provide the Services in accordance with DST,GOG directions and requirements and as stated in this Contract and the Bid to the extent accepted by DST,GOG and the O&M Agency shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

4.33.3 The O&M Agency's representative shall have all the powers requisite for the performance of services under this contract. The O&M Agency's Representative shall liaise with DST,GOG's Representative for the proper coordination and timely

completion of the works and on any other matters pertaining to the works. He will extend full co-operation to DST,GOG's Representative in the manner required by them for supervision / inspection / observation of the GSWAN facilities, equipment / material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the O&M Agency's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other Service Providers / Vendors of DST,GOG working at the Site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

4.33.4 Reporting Progress:

4.33.4.1 The O&M Agency shall monitor progress of all the activities specified in the contract and submit monthly progress report about various aspect of the work to DST,GOG as per SOW. DST,GOG on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-off meeting.

4.33.4.2 The GSWAN facilities / services and / or Labour to be provided by the O&M agency under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of DST,GOG's Representative in accordance with the Contract. Should the rate of progress of the work compliance to the requirements of the GSWAN/its facilities or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the GSWAN DST,GOG's Representative shall so notify the O&M Agency in writing.

4.33.4.3 The O&M Agency shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The O&M Agency shall not be entitled to any additional payment for taking such steps. If at any time it should appear to DST,GOG or DST,GOG's Representative that the actual progress of work does not conform to the approved programme the O&M Agency shall produce at the request of DST,GOG's Representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the

time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

4.33.5 Knowledge of Site Conditions:

4.33.5.1 The O&M Agency's undertaking of this Contract shall be deemed to mean that the O&M Agency possesses the knowledge of all GSWAN & its O&M related requirements as stipulated in the BID Document

4.33.5.2 The O&M Agency shall be deemed to have understood the requirements and have satisfied himself with the data contained in the RFP Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it.

4.33.5.3 O&M Agency shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the O&M agency undertaking the works shall cover all the O&M Agency's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which DST,GOG's Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the O&M Agency takes in the absence of specific instructions from DST,GOG's Representative.

4.34 O&M Agency's Team

4.34.1 The O&M Agency shall supply to DST,GOG 5 (five) days prior to the effective date of commencement of works/services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization / manpower not less than the proposal made in the proposed technical solution of the RFP, to be established by the O&M Agency for execution of the work / facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The O&M Agency shall promptly inform DST,GOG in writing of any revision or alteration of such organization charts.

4.34.2 The O&M Agency shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs / charges in connection thereof.

- 4.34.3 The O&M Agency shall provide and deploy manpower on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the Bid/RFP.
- 4.34.4 DST,GOG Representative may at any time object to and require the O&M Agency to remove forthwith from the site a supervisor or any other authorized representative or employee of the O&M agency or any person(s) deployed by O&M agency or his sub-Implementation Agency, if in the opinion of DST,GOG's Representative, the person in question has misconducted himself or his deployment is otherwise considered undesirable by DST,GOG's Representative, the O&M Agency shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of DST,GOG's Representative.
- 4.34.5 DST,GOG's Representative may at any time request the O&M Agency to remove from the work / Site the Implementation Agency's supervisor or any other authorized representative including any employee of the O&M Agency or his implementing agency or any person(s) deployed by O&M Agency or his implementing agency for professional incompetence or negligence or for being deployed for work for which he is not suited. The O&M Agency shall consider the representative's request and may accede to or disregard it. DST,GOG's Representative having made a request as aforesaid in the case of any person which the O&M Agency has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the O&M Agency to remove that person from deployment on the work which the O&M Agency shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of DST, GOG's Representative.
- 4.34.6 DST,GOG Representative shall state to the O&M Agency in writing his reasons for any request or requirement pursuant to this clause.
- 4.34.7 The O&M Agency shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- 4.34.8 In case of change in its team composition owing to attrition the O&M Agency shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member

should be replaced with an equally competent substitute from the pool of backup personnel.

4.35 Statutory Requirements

- 4.35.1 During the tenure of this Contract nothing shall be done by the O&M Agency in contravention of any law, act and / or rules / regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep DST,GOG indemnified in this regard.
- 4.35.2 The O&M Agency and their personnel/representative shall not alter / change / replace any hardware component proprietary to DST,GOG and / or under warranty or AMC of third party without prior consent of DST,GOG
- 4.35.3 The O&M Agency and their personnel/representative shall not without consent of DST,GOG install any hardware or software not purchased / owned by DST,GOG

4.36 Contract Administration

- 4.36.1 Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:
 - 4.36.1.1 Exercise all of the powers and functions of his / her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof and
 - 4.36.1.2 Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- 4.36.2 The O&M Agency along with the members of Sub-Implementation Agency / third party shall be bound by all undertakings and representations made by the authorized representative of the O&M Agency and any covenants stipulated hereunder with respect to this Contract for and on their behalf.
- 4.36.3 For the purpose of execution or performance of the obligations under this Contract DST,GOG's Representative would act as an interface with the nominated representative of the O&M Agency. O&M Agency shall comply with any instructions that are given by DST,GOG's Representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.
- 4.36.4 A Committee comprising of representatives from DST,GOG and the O&M Agency shall meet on a mutually agreed time or quarterly basis to discuss any issues /

bottlenecks being encountered. The O&M Agency shall draw the minutes of these meetings and circulate to DST,GOG.

4.37 *Right of Monitoring, Inspection and Periodic Audit*

- 4.37.1 DST,GOG reserves the right to inspect and monitor / assess the progress / performance / maintenance of the GSWAN and its facility at any time during the course of the Contract, after providing due notice to the O&M Agency. DST,GOG may demand and upon such demand being made DST,GOG shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the project/delivery of services.
- 4.37.2 DST,GOG shall also have the right to conduct, either itself or through another third party as it may deem fit, an audit to monitor the performance by the O&M Agency of its obligations / functions in accordance with the standards committed to or required by DST,GOG and the O&M Agency undertakes to cooperate with and provide to DST,GOG / any other third party appointed by DST,GOG , all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the O&M Agency failing which DST,GOG may without prejudice to any other rights that it may have issued a notice of default.

4.38 *Information Security*

- 4.38.1 The O&M Agency shall not carry and / or transmit any material, information, layouts, diagrams, storage media or any other goods / material in physical or electronic form, which are proprietary to or owned by DST,GOG , without prior written permission from DST,GOG .
- 4.38.2 The O&M Agency shall adhere to the Information Security policy developed by DST,GOG .
- 4.38.3 O&M Agency acknowledges that DST,GOG business data and other DST,GOG proprietary information or materials, whether developed by DST,GOG or being used by DST,GOG pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to DST,GOG and O&M Agency agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by O&M Agency to protect its own proprietary information. O&M Agency

recognizes that the goodwill of DST,GOG depends, among other things, upon O&M Agency keeping such proprietary information confidential and that unauthorized disclosure of the same by O&M Agency could damage DST,GOG and that by reason of Implementation Agency's duties hereunder. O&M Agency may come into possession of such proprietary information even though O&M Agency does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. O&M Agency shall use such information only for the purpose of performing the said services.

4.38.4 O&M Agency shall, upon termination of this agreement for any reason or upon demand by DST,GOG, whichever is earlier return any and all information provided to O&M Agency by DST,GOG including any copies or reproductions, both hard copy and electronic.

4.39 General

Relationship between the Parties

- Nothing in this Contract constitutes any fiduciary relationship between DST,GOG and O&M Agency's Team or any relationship of employer employee, principal and agent, or partnership, between DST,GOG and O&M Agency.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- DST,GOG has no obligations to the O&M Agency's Team except as agreed under the terms of this Contract.

No Assignment

The O&M Agency shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of DST,GOG.

Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to

confidentiality, the obligations continue to apply unless DST,GOG notifies the O&M Agency of its release from those obligations.

Entire Contract

The terms and conditions laid down in the RFP and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract.

Governing Law

This Contract shall be governed in accordance with the laws of India.

Jurisdiction of Courts

The courts of India at Gandhinagar, Gujarat will have exclusive jurisdiction to determine any proceeding in relation to this Contract.

Compliance with Laws

O&M Agency shall comply with the laws in force in India in the course of performing this Contract.

Notices

A "notice" means:

- i. a notice; or
- ii. a consent, approval or other communication required to be in writing under this Contract.

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received 7 days after mailing or on the date of delivery if personally delivered which ever is earlier:

To DST,GOG at: **Secretary (DST)**

Department of Science & Technology

Block-7, 5th floor, New Sachivalaya, Gandhinagar-382010

Phone: 079-23259999

Fax: 079-23250325

To O&M Agency at:

Attn:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.

A notice served on a Representative is taken to be notice to that Representative's Party.

Waiver

- Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

IT Act 2000

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000 and amended from time to time.

Special Terms and Conditions

4.40 Second hand Equipment

Any proposed equipments shall be new and no second hand equipment shall be accepted. Occurrence of such an event, will amount to mischief and fraudulence and the Bidder shall be liable for appropriate legal action.

4.41 Acceptance Test

A Testing Committee shall be constituted comprising of officers duly authorized by DST, GoG and/or any third party agency appointed by it. The acceptance Tests shall be carried at each site at regular intervals by the committee. A final acceptance Test would be performed after completion of 99% of POPs as mentioned below:

4.42 Final acceptance Test

GSWAN shall be deemed to be commissioned, subject to successfully taking over Operation and Maintenance of 99 % of the POPs as defined in the POP List as per the GSWAN handing over and taking over plan.

- Availability of all the defined services shall be verified. The O& M Agency shall be required to demonstrate all the features/facilities/functionalities as mentioned in the RFP for each site.
- The O& M Agency shall be responsible for the security audit of the network to be carried out by a certified agency other than the O& M Agency.
- All documentation as defined should be completed before the final acceptance test.
- On the successful completion of the final acceptance and after the committee so constituted to conduct the acceptance test and third party audit agency engaged by DST, GOG are satisfied with the working of the system, the acceptance certificate signed by DST, GOG and the Third Party Audit agency will be issued to the O& M Agency.
- The date on which final acceptance certificate is issued shall be deemed to be date of successfully taking over of O & M of GSWAN and the said date would be considered as the start date of O & M of GSWAN Network for a period of five

years as per this contract. Any delay by the O& M Agency in the performance of its contracted obligations shall render the O& M Agency liable to the imposition of appropriate liquidated damages, unless agreed otherwise by bidder.

4.43 *Penalty for Delay in Takeover*

- The time schedule for phase wise takeover of POP's as mentioned in the RFP shall be strictly adhered to by the O&M Agency and shall be deemed to be the most important aspect of the contract.
- Successful taking over of O&M of POPs shall be certified by the Third Party audit agency after carrying out Final acceptance test as mentioned earlier.
- If the O&M Agency fails to takeover the POP as per the time schedule, the O&M Agency shall be liable to pay penalty as mentioned in Volume II of RFP/Bid.
- The penalty for Implementation shall not be applicable in force majeure situation.

4.44 *SLA Monitoring*

DST,GoG shall engage third party audit agency for SLA management and monitoring. This third party audit agency shall monitor the SLA parameters and generate reports on regular basis. DST, GoG reserves the right to periodically change the measurement points and methodologies used without notice to O&M Agency.

The O&M agency shall establish an Enterprise/Network Management System for monitoring and measurement of the SLA parameters prescribed for GSWAN network.

4.45 *Exit Management*

4.45.1.1 A) Purpose

- a) This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties shall ensure that their respective associated entities, in case of DST,GoG, any third party appointed by DST, GoG and in case of the O&M Agency, the sub-contractors, carry out their respective obligations set out in this Exit Management Clause.
- b) The exit management period starts 3 months before the expiry of contract or in case of termination of contract, the date on which the notice of termination is sent to the O&M

Agency. The exit management period ends on the date agreed upon by DST, GoG or one year after the beginning of the exit management period, whichever is earlier.

c) The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the vendor carry out their respective obligations set out in this Exit Management Clause.

d) Before the expiry of the exit management period, the O&M Agency shall deliver to DST,GoG or its nominated agencies all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the O&M agency shall be permitted to retain one copy of such materials for archival purposes only.

4.45.1.2 B) Cooperation and Provision of Information

a) During the exit management period:

- (i) The O&M Agency will allow DST, GoG or any third party appointed by DST,GoG, access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable DST, GoG or any third party appointed by DST, GoG to assess the existing services being delivered;
- (ii) Promptly on reasonable request by DST,GoG or any third party appointed by DST,GoG, the O&M Agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the "Contract", the Project Plan, SLA and Scope of Work, relating to any material aspect of the services. DST,GoG or any third party appointed by DST,GoG shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The GSWAN operator shall permit DST,GoG or any third party appointed by DST,GoG to have reasonable access to its employees and facilities as reasonably required by DST,GoG or any third party appointed by DST,GoG to understand the methods of delivery of the services employed by the GSWAN operator and to assist appropriate knowledge transfer.
- (iii) Before the end of exit management period, the O&M Agency will ensure a successful trial run of Network administration, Facility management including helpdesk management etc. by DST,GoG or by any third party appointed by DST,GoG.

C) Confidential Information, Security and Data

a) The O&M Agency will promptly, on the commencement of the exit management period, supply to DST, GoG or any third party appointed by DST,GoG the following:

- (i) Information relating to the current services rendered and performance data relating to the performance of sub contractors/ bandwidth providers in relation to the services.
- (ii) Documentation related to Intellectual Property Rights.
- (iii) All confidential information related to DST,GoG.
- (iv) Documentation relating to sub-contractors.
- (v) All current and updated DST,GoG data as is reasonably required by DST,GoG or any third party appointed by DST,GoG for purposes of transitioning the services to DST,GoG or any third party appointed by DST,GoG, in a format prescribed by DST,GoG or any third party appointed by DST,GoG.
- (vi) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable DST,GoG or any third party appointed by DST,GoG, to carry out due diligence in order to transition the provision of the Services to DST,GoG or any third party appointed by DST,GoG, (as the case may be).

b) Before the expiry of the exit management period, the O&M Agency shall deliver to DST,GoG or any third party appointed by DST,GoG all new or up-dated materials from the categories set out above and shall not retain any copies thereof.

c) Before the expiry of the exit management period, unless otherwise provided under the "Contract", DST,GoG or any third party appointed by DST,GoG shall deliver to the GSWAN operator all forms of "GSWAN operator's" confidential information which is in the possession or control of DST,GoG or any third party appointed by DST,GoG.

D) Right of Access to Premises

a) At any time during the exit management period, where Assets are located at the O&M Agency's premises, the O&M Agency will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) DST, GoG or any third party appointed by DST,GoG in order to take stock of the Assets.

b) The O&M Agency shall also give DST,GoG or any third party appointed by DST,GoG, right of reasonable access to its premises and shall procure DST,GoG or any third party appointed by DST,GoG, rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the "Contract" as is reasonably necessary to migrate the services to DST,GoG or any third party appointed by DST,GoG.

E) General Obligations of the O&M Agency

a) The O&M Agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to DST,GoG or any third party appointed by DST, GoG and which the O&M Agency has in its possession or control at any time during the exit management period.

b) For the purposes of this Clause, anything in the possession or control of any O&M Agency, associated entity, or sub contractor is deemed to be in the possession or control of the O&M Agency.

c) The O&M Agency shall commit adequate resources to comply with its obligations under this Exit Management Clause.

F) Exit Management Plan

a) The O&M Agency shall provide DST,GoG or any third party appointed by DST,GoG with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the "Contract" as a whole and in relation to the Project Plan, SLA and Scope of Work.

(i) A detailed programme of the transfer process that could be used in conjunction with DST,GoG or any third party appointed by DST,GoG including details of the means to be used to ensure continuing provision of the services throughout the transfer process and of the management structure to be used during the transfer.

(ii) Plans for the communication with such of the O&M Agency 's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on DST,GoG's operations as a result of undertaking the transfer.

(iii) Identification of specific security tasks necessary at termination.

- (iv) Plans for provision of contingent support to DST,GoG or any third party appointed by DST,GoG for a reasonable period after transfer for the purposes of seamlessly replacing the Services.
- b) The O&M Agency shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
 - c) Each Exit Management Plan shall be presented by the O&M Agency to and approved by DST,GoG or any third party appointed by DST,GoG.
 - d) In case of expiry or termination of contract, each Party shall comply with the Exit Management Plan.
 - e) During the exit management period, the O&M Agency shall use its best efforts to deliver the services.
 - f) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
 - g) This Exit Management plan shall be furnished in writing to DST,GoG or any third party appointed by DST,GoG within 90 days from the Effective Date of "Contract".

4.46 Representations and warranties

- ***Representations and Warranties by the O&M Agency***
 - i. It is a company/ organization under any statute of India duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof;
 - ii. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof;
 - iii. It will have the legally valid and enforceable title to all Equipment as may be necessary for proper functioning and it will be free from all encumbrances, liens, charges, any security interest and adverse claims of any description;
 - iv. The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers;

- v. There is no pending or threatened actions, suits or proceedings affecting the O&M agency or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the O&M agency's ability to perform its obligations under the Agreement; and neither O&M agency nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise);
- vi. The O&M agency confirms that all representations and warranties of the O&M agency set forth in the Agreement are true, complete and correct in all respects;
- vii. No information given by the O&M agency in relation to the Agreement, project documents or any document comprising security contains any material misstatement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of DST, GoG or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;
- viii. All equipment including material to be installed by the O&M agency in the GSWAN shall be new. All equipment shall conform to the codes, standards and regulations applicable to networking facilities and benefit from the usual manufacturer's guarantees.

4.47 *Representations and Warranties by DST, GoG*

- viii. It has full legal right; power and authority to execute the GSWAN O&M project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
- ix. The Agreement has been duly authorized, executed and delivered by DST, GoG and constitutes valid, legal and binding obligation of DST, GoG.
- x. The execution and delivery of the Agreement with the O&M agency does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to DST, GoG, its assets or its administration.

4.48 Each Day during the Agreement

The Parties agree that these representations and warranties are taken to be made on each Day during the term of the Agreement.

4.49 Approvals/ Clearance

- xi. Necessary approvals/ clearances from DoT/ TEC/ TRAI/ Concerned authorities/ BSNL/ any service provider, for establishing the network and connecting different Network elements/ ports to BSNL/ any service provider's circuits, shall be obtained by the O&M agency.
- xii. Necessary approvals/ clearances from concerned authorities, as required, for fire protection, government duties/ taxes/ octroi, shall be obtained by the O&M agency.
- xiii. Necessary approvals/ clearances, from concerned authorities (like Municipalities, Public Works Department (PWD), Department of Irrigation, State Electricity Board etc. for "Right of way"), as required, shall be obtained by the O&M agency for laying their own cables to meet GSWAN requirements
- xiv. For use of Radio/ Microwave/ Wireless links in Intracity/ Intercity, an approval from Wireless Planning Commission (WPC) wing and Standing Advisory Committee for Frequency Allocation (SACFA), as required, shall be obtained by the O&M agency for the range of frequencies that the equipment is going to use.

4.50 Indemnity:

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

4.51 Termination for convenience:

Either party may terminate the said Agreement at any time by giving ninety (90) days prior written notice to the other Party. Upon termination, the DST/GIL shall pay to Successful bidder all undisputed amounts for all products and services delivered up to the date of termination.

4.52 Risk Purchase:

DST/GIL on identifying any material breach of contract by Bidder, shall give Bidder a cure period of 90 days to correct the breach. If Bidder fails to cure the breach in the agreed duration and accept its inability to correct, Customer may terminate the part of the contract that is breached and employ a third party to do the work on behalf of Customer, at no risk & cost of Bidder. Bidder shall not be liable for any compensation for the work executed this way. Bidder shall execute the balance part of work as agreed under the contract

SECTION – V

Formats to Response to the RFP – Pre-Qualification Bid

5] Section V - Formats to Response to the RFP – Pre- Qualification Bid

The Bidders are required to submit Pre-qualification Bid, Technical Bid and Commercial Bid in response to this Bid. This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of their Technical and Commercial Bids.

5.1 **Format 1 – Pre-Qualification Bid Letter**

To,

DGM (Technical)

Gujarat Informatics Limited

8th Floor, Block -1, Udyog Bhavan,

Sector - 11,

Gandhinagar 382010, Gujarat, India

Sir/Madam,

Subject: Appointment of an Agency for Operations and Maintenance of the GSWAN of Gujarat State

Reference: RFP No: <Bid REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the Bid documents do hereby propose to provide the services as specified in the Bid document number **<Bid REFERENCE NUMBER> Dated <DD/MM/YYYY>** along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft no. _____ dated _____

for Rs. 1,00, 00,000/- (Rupees one crore only) drawn on_____. This EMD is liable to be forfeited in accordance with the provisions of this RFP.

2. CONTRACT PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in Volume I, Annexure 3 - Proforma and as per Section IV - General Conditions of Contract.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you, Yours
faithfully,

(Signature of the Bidder)

Printed Name Designation

Seal Date:

Business Address:

5.2 **Format 2 - General Information about the Bidder**

Details of the Bidder				
1.	Name of the Bidder & Address of the Bidder			
2.	Status of the Company (Public Ltd/ Pvt. Ltd)			
3.	Details of Incorporation of the Company		Date:	
			Ref. #	
4.	Details of Commencement of Business		Date:	
			Ref. #	
5.	Company Identification Number (CIN)			
6.	Registered Office of the Company :			
7.	Composition of the Board of Directors of the Company. Please furnish Name, Designation and their DIN.			
8.	Name of Company Secretary of the Company and his/her Membership No.			
9.	Name and address of the Statutory Auditors of Company for the Financial years 2008-09, 2007-08 and 2006-07.			
10.	Valid Value Added Tax registration No. & Date			
11.	Valid Service Tax registration No. & Date			
12.	Permanent Account Number (PAN)			
13.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
14.	Telephone No. (with STD Code)			
15.	E-Mail of the contact person:			
16.	Fax No. (with STD Code)			
17.	Website			
18.	Financial Details (as per audited Balance Sheets) (in Cr)			
	Year	2010-2011	2011-2012	2012-2013
	Net Worth			
	Total Turnover			
	PAT			

5.3 Format 3 – Pre-qualification Check List

Sr. No.	Clause	Documents Required	Page No.
1	Bidder Should be Company registered under Companies Act, 1956 and Registered under the Service Tax Act.	Copy of Certificates of incorporation. Copy of Service Tax Registration Certificate.	
2	The bidders shall have presence in System Integration, Network Service & Operation & Maintenance in India for the last 5 years as on 31/3/2013.	(1) Memorandum and Articles of Associations along with certificate of Incorporation. (2) Work Orders confirming year and area of activity.	
3	The bidder should have (a) Positive net worth, (b) Sum total turnover of one thousand (1000) Crore rupees and above for each of the last three financial years in the Supply, Installation and System Integration of IT and Networking. (c) Minimum turnover of Rs. 15 Crore in the Operation and Management (excluding AMC) of the WAN projects during last financial year.	(1) Copy of the audited Annual Accounts of the company for the last three years including Balance sheet, Profit & Loss A/C. Director's Report and Statuary Auditor's Report. (2) Statutory auditor's certificate for Net-worth and turn over from WAN Projects for the last three financial years.	
4	The Bidder must have ISO 9001: 2008 certification for System Integration/Network'. AND either ISO 20000:2011 certification for IT based Infrastructure Services (IT Service Management) OR ISO 27001: 2005 certification for IT Based Infrastructure Services (Information Security Management System)	Valid copies of the Certificate for (a) ISO 9001:200 (b) ISO 20000:2011 (c) ISO 27001:2005	

5	<p>The bidder must have at least 5 resources who should be ITIL certified and 5 resources should be BS7799 / ISO 27001 lead Auditor or Lead Implementer certified the Bidder should have a minimum of 200 Certified Network Engineers employed. Network Engineers should be associated with the organization for more than 3 years.</p>	<p>Name of the employees along with certified copies of the certifications done, which are ITIL , BS7799/ISO 27001 lead Auditor or Lead Implementer certified ,network engineer to be provided.</p> <p>Letter from HR certifying presence said resources in the country.</p>	
6	<p>The Bidder should have at least ONE local office in , Gujarat.</p> <p>OR</p> <p>In case successful bidder does not have local office in Gandhinagar, Gujarat, they will have to setup office within 45 days of award of Lol.</p>	<p>Please attach any two of the following documents: Property taxbill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease agreement.</p> <p>OR</p> <p>Undertaking to open office within 45 days of award of Lol.</p>	
7	<p>Bidder must have executed the following with Government, PSU or BFSI in India during last 3 years ending 31 March 2013:</p> <p>-One WAN project of 2000WAN/LAN nodes</p> <p>OR</p> <p>-Two Projects of 1000WAN/LAN nodes</p> <p>Note:</p> <p>In house projects executed by the bidder shall not be considered for above purpose.</p> <p>Note:</p> <p>WAN (Wide Area Network)is defined as an intercity network. Any network involving setting up a campus network or MAN (Metropolitan Area Network) would NOT be considered a WAN project.</p>	<p>Copies of work order and the client certificates for satisfactory completion of project and showing order value and cost.</p>	

8	Bidder must have experience in Operations and Management of at least one Converged Network project under Government, PSU or BFSI across India as on 31 Oct 2013: Network involving minimum 100 WAN nodes/POPs and 2000 LAN nodes.	Copies of work order and the client certificates mentioning satisfactory operations of project and showing details of nodes.	
9	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agencies, PSUs anywhere in Gujarat.	Declaration in this regard by the Director with his DIN No. or Company Secretary with his membership No.	
10	The bidder should furnish, as part of its bid an Earnest Money Deposit (EMD) of Rs.1,00,00,000/- by Demand draft	EMD should be in Indian Rupees and should be in the form of Demand Draft in favour of "Gujarat Informatics Limited" payable at Gandhinagar from any scheduled Bank.	
11	Valid tax registration certificate and Permanent Account Number (PAN) issued by Income Tax department.	Copy of each registration should be provided.	

5.4 Format 4 - Declaration Regarding Clean Track Record

To,
DGM (Technical)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar 382011
Gujarat, India

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding Appointment of an Agency for Operations and Maintenance of GSWAN for the Gujarat State for a period of three years. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations in Gujarat. I further certify that I am the Director/Company Secretary and am therefore, competent in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

DIN/Membership No.

Date:

Business Address:

5.5 Format 5 – Undertaking for Acceptance of Terms and Conditions in RFP

To,
DGM (Technical)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar 382011
Gujarat, India

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] regarding Appointment of an Agency for Operations and Maintenance of GSWAN for the Gujarat State.

I declare that all the terms and conditions and provisions of this RFP Document including SOW and SLA are acceptable to my company since no deviation will be acceptable to GIL/DST,GOG.

I further certify that I am the Director/Company Secretary of the company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

DIN/Membership no.

Date:

Business Address:

5.6 **Format-6 Local office across Gujarat**

Bidder's Presence

Sr. No.	Address	Contact Person	Contact nos.	Type of supporting document attached
1				
2				
n				

Please attach any two of the following documents: Property tax bill/Electricity Bill/Telephone Bill/ VAT/ CST Registration/Lease agreement.

Or Undertaking to open office within 45 days of award of Lol need to be submitted.

5.7 **Format-7 Annual Sales Turnover calculation**

Annual sales Turnover calculation

(On Applicant's Statutory Auditor's letterhead)

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s----- and that the below mentioned calculations are true as per the Audited Financial Statements of M/s----- for the below mentioned years.

Sr.No.	Turnover	2011-2012	2012-2013	2013-2014
1	Annual Turnover as per profit and loss account			
2	Annual Networth as per Audited Balance sheet			
3	Turn over from WAN Projects only included in (1) above			

Please attach the Copy of the audited Annual Accounts of the company for the last three years including Balance sheet, Profit & Loss A/c, Directors' Report and Statuary Auditor's Report.

5.8 Format 8 – Completion of projects of prescribed nature and size

(Please fill one separate form for each project as according to pre-qualification criteria.)

S.No.	Criteria	Project
1	Implementer Company	
2	Customer's Name	
3	Scope of the Project	Please provide scope of the project, highlight Key Result Areas expected and achieved
4	Value of Project	
5	Did the project involve implementation and/or maintenance of converged (Voice, Video, Data) WAN network	Yes/No
6	Total No. of nodes	
7	Completion certificate	Yes/No
9	Customer Contact Person's detail	
A	Name	
B	Designation	
C	Email	
D	Phone	
E	Fax	
F	Mailing address	

Attached Documents: The Copies of work order and the client certificates for satisfactory completion of the project and showing the order value and cost.

Completion certificate of prescribed nature and size as mentioned to be attached (Provide attachment reference number)

SECTION – VI

Formats to Response to the RFP – Technical Bid

6] Format for Response to RFP – Technical Bid

6.1 *Format 1 – Technical Bid Letter*

To,

DGM (Technical)

Gujarat Informatics Limited

8th Floor, Block -1, Udyog Bhavan,

Sector - 11, Gandhinagar 382011

Gujarat, India

Sir/Madam,

Subject: Appointment of an Agency for Operations and Maintenance of GSWAN for the Gujarat State

Reference: RFP No: <Bid Ref. NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail all the Bid documents do hereby propose to provide the services as specified in the Bid document number **<Bid REFERENCE NUMBER> Dated <DD/MM/YYYY>** along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft no._____ dated _____ for Rs. 1,00,00,000/- (Rupees one Crore only) drawn on_____. This EMD is liable to be forfeited in accordance with the provisions of this RFP.

2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the bid documents. Further we agree that additional conditions or assumptions, if any, found in the RFP documents shall not be given effect to.

3. CONTRACT PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in Volume I, Annexure 3 - Proforma and as per Section IV - General Conditions of Contract.

4. BID VALIDITY PERIOD

We agree to abide by this bid for a period of 180 days after the date fixed for technical bid opening or for any further period for which bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

6.2 Format-2 Technical-Bid Compliance Sheet (with respect to Technical Evaluation)

Criteria, Sub-criteria, for the Evaluation of Technical Proposals			
S. No.	Criteria/ Sub-criteria	Documents Submitted	Compliance Yes/No
I Organization Capability			
1	Project Experience		
1a	Wide Area Network Deployment and Implementation with Converged Network (Voice, Video, Data)		
1b	WAN Operations and Maintenance with Converged Network (Voice, Video, Data)		
1c	Facility Management		
1d	Large IT project handling capability		
2a	ITIL certified resources		
2b	BS7799/ISO 27001 certified resources		
2c	Resource Base Capabilities		
2d	Organization's Finance capabilities		
2e	Quality certification of organization		

II Proposed Technical Solution –		
1	Solution Description - Understanding of Design, Implementation, Operation, and Maintenance of various parameters	

1a	Over all clarity in the technical proposal		
1b	Quality of the proposed project execution and methodology		
1c	Quality of the Helpdesk facilities proposed		
1d	Security Services		
1e	Service Improvement Plan		
2	Project Management Plan and Time Schedule		
3	GSWAN Core Project Team&Number and Quality of People proposed for operations		

6.3 **Format-3 Bidder's profile**

Bidder Profile

Bidder Profile		
1.	Name & Address Of The Bidder	
2.	Location of Registered Office ,Corporate Head Quarters & other Offices	
3.	Date & Country of Incorporation	
4.	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5.	Number of Years of providing networking solutions in India. Please provide the date of first completed assignment along with necessary proof.	
6.	Number of Employees in Gujarat and in India – (Indicate total employee numbers and Technical / R & D employee numbers separately) – Three year Technical diploma would be considered as a Technical employee.	
7.	List of Major Clients	

6.4 **Format-4 Wide Area Network Deployment**

Wide Area Network Deployment and Implementation with Converged Network

Please fill the following form for each project to be considered All WAN and Telecommunication projects to be listed. (Converged – Voice, Video and Data)

S.No.	Criteria	Description
1.	Implementer company / Partners	
2.	Customer's Name	
3.	Scope of the Project	Provide scope of the project, highlight Key Result Areas expected and achieved
4.	Year of Implementation	
5.	Value of the contract	
6.	Did the project involve implementation of WAN	Yes/No
7.	Total No. of nodes	
8.	OEM partners	

Document attached:

Order copies for all projects.

6.5 **Format -5 Wan Operation & Management**

Wide Area Network Operation & Manangement & Maintenance with Converged Network

Please fill the following form for each project to be considered (Converged – Voice, Video and Data)

S.No.	Criteria	Description
1.	Implementer Company/Partners	
2.	Customer's Name	
3.	Scope of the Project	Provide scope of the project, highlight Key Result Areas expected and achieved
4.	Year of Implementation	
5.	Value of the contract	
6.	Did the project involve implementation of WAN	Yes/No
7.	Total No. of nodes and no. of locations	
8.	OEM partners	

Documents attached

Order copies for all projects

6.6 **Format-6 FM Project undertaken**

EM projects undertaken

(One form to be used for each project)

S.No.	Criteria	Description
1.	Implementer Company / Partners	
2.	Customer's Name	
3.	Project Partners	
4. a	Scope of the Project	Provide scope of the project, highlight Key Result Areas expected and achieved.
4.b	Type of project	Mission Critical/WAN/24*7 services
5.	Completed / Ongoing	
6.	Does the project involve FM of WAN network?	Yes/No
7.	Total No. of nodes	
8.	Total no. of locations	
9.	Project start and Completion date	
10.	Completion certificate	Yes/No
11.	Contact Person's detail	
A	Name	
B	Designation	
C	Email	
D	Phone	
E	Fax	
F	Mailing address	

6.7 **Format -7 Large IT project handling capability**

To examine the large spatial project handling capability of the bidder. Bidder should have customer/clients with greater than 5000 user base

Please fill the following form for each project to be considered

S.No.	Criteria	Description
1.	Implementer Company/Partners	
2.	Customer's Name	
3.	Scope of the Project	Provide scope of the project, highlight Key Result Areas expected and achieved
4.	Year of Implementation	
5.	Value of the contract	
6.	Did the project involve implementation of WAN	Yes/No
7.	Total No. of nodes and no. of locations	
8.	OEM partners	

Documents attached

Order copies for all projects

6.8 Format -8 Resource Base Capabilities

Resource Base capabilities

Bidder shall provide a detailed description of the employee base in the company. This section should briefly describe the hierarchy of the organization. Statistics on number of employees for the following categories should also be included :

- (i) ITIL certified resources
- (ii) BS7799/ISO 27001 certified resources
- (iii) Project Managers – Number, general qualification and certification based statistics
- (iv) Network Component experts – Number, general qualification and certification based statistics
- (v) Security Experts – Number, general qualification and certification based statistics
- (vi) Wireless Technology experts - Number, general qualification and certification based statistics.

Also provide a separate table for all categories of these resources based in Gujarat.

Documents Attached

Attach a certificate from the Director with DIN/Company Secretary with membership no. certifying the employee statistics mentioned above.

6.9 *Format-9 Financial Capabilities*

Financial Capability

Description of Financial Capability
<p>Bidder shall provide a detailed description of the financial health of the company. The Bidder would need to primarily address the concern of how it plans to raise finance for the GSWAN project. In this regard any financial tie ups with institutions would need to be mentioned. For these tie ups, appropriate proof should be submitted to verify the relationship. Three important questions need to be addressed by the Bidder in brief:</p> <ol style="list-style-type: none">1) Will the Bidder fund the project through internal accruals? Explain2) Does the Bidder have readily available funding through various means such as tie ups? Explain3) Does the Bidder have partially available finance and plans to raise the rest of the funds? Explain.

6.10 *Format-10 –Quality Certifications*

Quality Certifications

S.No.	Certification	Copy Attached – Reference Number
1.		
2.		
3.		
4.		

6.11 *Format-11 Proposed Technical solution*

1. The Bidder is required to describe the proposed Technical Solution in this section. Following should be captured in the explanation:
 - Clear articulation and description of the design and technical solution and various components (including diagrams and calculations wherever applicable)
 - Extent of compliance to technical requirements specified in the scope of work
 - Technical Design and clear articulation of benefits to Govt. of various components of the solution vis-à-vis other options available.
 - Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other State Govt.
2. The Bidder should provide detailed design and sizing calculation for the following listing all assumptions that have been considered:
 - a. Operations & Maintenance
 - a. Help Desk Services
 1. Escalation Plan
 2. Implementation of ISO 27001 etc best practices
 - b. System Maintenance & Management
 - c. Network / Security Administration
 - d. Backup & Restoration
 - b. Approach & Methodology for O&M of GSWAN and adherence to SLA, Setting up of new POPS, Operation and Services of Horizontal links, Operation & services pf LAN connected Desktop at end-user offices and supply of new last mile connectivity network equipments.
 - c. Bidder has to describe about their plan of dealing with all existing equipment at SC, DC, TC, POPS and classification of critical equipments and non-critical equipments and how they are going to deal with out of warranty, out of OEM support equipment.
 - d. Adherence to Best practices like ISO, ITIL, BS7799, BS15000 etc.
3. Bidder shall provide a detailed project plan with timelines, handing over and taking over process, resource allocation, milestones etc. for Operations and Maintenance of the GSWAN.
4. Bidder shall provide Service Improvement plan including implementation of QOS, implementation of IPV6 & Virtual LAN, Intensive Network monitoring and capability to reduce call volume by 8 to 10% within 1 year of stabilization

6.12 **Format-12 Project Management Plan**

Project Management Plan

Detailed Description of Project Management Plan

The Bidder shall give a detailed description of Project Management Plan it plans to implement as part of the GSWAN requirement. Any Best practices that it would use could also be mentioned. Typical questions that would need to be answered include:

- (i) What kind of hierarchy for Project Management does the Bidder propose?
- (ii) What issues generally arise with regard to WAN project management?
- (iii) How the Bidder plans to mitigate any risks with regard to project management?

6.13 **Format-13 Take over Schedule**

Takeover Schedule

Phase	POP Name	Total POPs	Time Frame for completion from the Date of Contract Assignment

6.14 *Format-14 Core Project Team*

Core Project Team

Description of Core Project Team

Bidder shall provide a detailed description of the proposed Core Project Team to be deployed for the GSWAN O&M project. The description should include details about the Project Team Hierarchy and a detailed explanation of the role to be played by each individual that would be part of the GSWAN O&M project.

Note: Format 19 would need to be filled for each project team member.

6.15 *Format -15 Proposed Resource Deployment*

Proposed Resource Deployment

POP	Resource Level	Responsibility	Brief Description of Qualification – Certifications, Technical Degree/Diploma	No. of Resources per POP
SC				
DC				
TC				
Other POPs				

6.16 *Format-16 Helpdesk and Fault Correction Plan*

Helpdesk and Fault Correction Plan

Helpdesk and Fault Correction Plan

Bidder shall provide a detailed description of the proposed Helpdesk and Fault Correction plan for the GSWAN project. The description should include the following details about the methodology to be used in implementing the Helpdesk System:

- (i) A brief about the basic responsibilities of the Helpdesk and what it plans to achieve
- (ii) Description of the Helpdesk procedures and processes including manpower proposed for helpdesk facility with duration.
- (iii) Detailed Roles and responsibilities of the Helpdesk personnel.
- (iv) A description about how a fault would be typically attended to and rectified.
- (v) Various faults that could be expected and measures that would be taken to alleviate or rectify them.

6.17 *Format-19 Bidder's Core Team profile*

Bidder's Core Team Profile

Please provide details for each Core Project Team Member

S.No	Item	Details
1	Name	
2	Specify role to be played by him/her	
3	Current job title	
4	Experience in years.	
5	Number of years with the organization	
6	Current job responsibilities	
7	Summary of Professional / Domain experience	
8	Skill sets	
9	Highlights of assignments handled and significant accomplishments	
10	Educational Background, Training/Certifications	

6.18 **Format-18 Security Operations Capability**

Security Operations capability

Provide information in this format for each project

S.No.	Criteria	Description
1.	Implementer company/ Partners	
2.	Customer's Name	
3.	Customer's Contact Number and Address	
4.	No. of Nodes and locations	
5.	Scope of the Project	Provide scope of the project, highlight Key Result Areas expected and achieved
6.	Value of the Contract	

Documents attached

Order copies for all projects

6.19 **Format-19 Relationship with OEM**

Bidder need to enclose the authorization on OEM's letterhead for direct OEM support for all existing assets covered in this Contract. During the contract period, if OEM declares any equipment as end of support for any reasons, OEM has to replace those equipment with better or equivalent products without any cost to GoG. OEM has to also submit on their letter head, a complete details on the support available for the equipment, their end of support dates and replacement model if any.

SECTION – VII

Formats to Response to the RFP – Commercial Bid

7] Section VII - Format for Response to RFP – Commercial Bid

7.1 *Format 1 – Commercial Bid Letter*

To,
DGM (Technical)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar 382010 ,Gujarat, India

Sir/Madam,

Subject: Appointment of an Agency for Operations and Maintenance of GSWAN for the Gujarat State

Reference: RFP No: <Bid REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the Bid documents in respect of Appointment of an Agency for Operations and Maintenance of GSWAN for the Gujarat State do hereby propose to provide services as specified in the Tender documents number <Bid REFERENCE NUMBER> Dated <DD/MM/YYYY>

1. PRICE AND VALIDITY

- All the prices mentioned in our Bid are in accordance with the terms as specified in the Bid documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the technical Bids.
- We hereby confirm that our Bid prices are exclusive all taxes. However, all the applicable taxes are quoted separately under relevant sections.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any Income Tax, surcharge on Income Tax, Professional and any other corporate Tax is altered under the law, we shall pay the same.

2. UNITRATES

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid documents Further we agree that additional conditions, if any, found in the bid documents, shall not be given effect to.

4. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP document.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and RFP documents. These prices are indicated in Formats (Section 7.2) of this Section attached with our bid as part of the RFP.

7. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Volume I, Annexure 3- Proforma and as per Section VII - General Conditions of Contract.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Bid is binding on us and that you are not bound to accept a bid you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

7.2 *Format 2 – Breakdown of Cost Components*

1. Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
2. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (% values are not allowed)
3. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable along with rate/s.
4. GIL /DST,GOG reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
5. GIL/DST, GOG will not take into account all Taxes, Duties & Levies for the purpose of bid Evaluation
6. For the purpose of evaluation of Commercial Bids GIL/DST,GOG shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.

7.3 Format-3 Summary of Cost Components

Summary of Cost Components

S. No	Item	Schedule	Price for one location (without tax)	Total Price (without tax)	Total Price without tax in words
1	Operation & Services for State Centre Gandhinagar	A			
2	Operation & Services for all 33 nos. of DC	B			
3	Operation & Services for all 248 nos. of Taluka Centres	C			
3.1	Operation & Services for additional POPS	C1			
4	Operation and services of existing Horizontal Links at SC/DC/TC	D			
5	Setting up of New POP	E			
6	Shifting from old district/taluka centre control room to new building control room including anti-static flooring ,earthling, aluminium glass partition, electrification, LAN cabling and installation and configuration of old equipment at new control room(typically in District control room, the size will be approx.. 300 sq.ft. and in Taluka control room, the size will be approx. 150 sq.ft.	--			
7	Rates for operation and services including vendor management Services at field user offices.	F			
8	Rates of new equipments for horizontal connectivity	G			
9	Rates for AMC of the existing Hardware & Networking equipments at SC, DC, TC level including all PoPs.	H (As per attached List at Annexure A)			
	Grand Total				

Note:

- All unit rates indicated in the schedules shall be exclusive (but not limited to) of all taxes, Levies, duties etc. The Operation and Maintenance support cost shall be inclusive of five year comprehensive warranty for the equipments.
- GIL will consider the Grand Total price, as per the summary table above, while calculating bidder's L1 score.

Schedule-A to Schedule-G are enclosed separately as detailed in the Price bid formats.

8] Annexure-1: RFP Document Acknowledgement Form

Dated:

To,

DGM (Technical)

Gujarat Informatics Limited

8th Floor, Block -1, Udyog Bhavan,

Sector - 11, Gandhinagar - 382010

Gujarat, India

Dear Sir,

We hereby acknowledge receipt of a complete set of RFP Documents consisting of Annexure (along with their Appendices) enclosed to the "Invitation for Bid" pertaining to providing of _____ services against RFP no. _____.

We have noted that the closing date for receipt of the RFP by GIL is _____ at < > hrs. (IST) and opening at < > hrs. (IST) on the same day.

We guarantee that the contents of the above said RFP Documents will be kept confidential within our organization and text of the said documents shall remain the property of GIL and that the said documents are to be used only for the purpose intended by GIL.

Our address for further correspondence on this tender will be as under:

Telexno:

Fax no: Telephone no:

Personal attention of:

(if required)

Yours faithfully,

(Bidder)

Note: this form should be returned along with offer duly signed.

9] Annexure – 2: Instructions for Furnishing Bank Guarantee

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase CONTRACT has been placed. The non-judicial stamp paper should be in name of the issuing bank.

2. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the RFP Documents.

3. The Bank Guarantee by the successful bidder will be given from 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/10/2013/107/DMO Dated 06.04.2013 issued by Finance Department](#)

10] Annexure – 3: Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To,

Secretary,

Department of Science & Technology,

Govt. of Gujarat,

Block no.7, 5th Floor,

Sardar Bhavan,

Gandhinagar-382010

Dear Sir,

1. In consideration of Department of Science & Technology, Govt. of Gujarat, having its office at 5th Floor, Block - 7, Sardar Bhavan , Sector - 10, Gandhinagar – 382 010 (hereinafter referred to as `DST,GOG', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. dated _____(hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____having its registered/head office at _____(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and having agreed that the CONTRACTOR shall furnish to DST,GOG a performance guarantee for Indian Rupees..... for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____registered under the laws of _____ having head/registered office at _____

(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs(in figures)

_____ (Indian Rupees (in words)_____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DST,GOG on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DST,GOG in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that DST,GOG 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 CONTRACTOR and notwithstanding any security or other guarantee that DST,GOG may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that DST,GOG shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DST,GOG against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DST,GOG or any indulgence by DST,GOG to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DST,GOG under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DST,GOG discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DST,GOG or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of Gandhinagar/Ahmedabad.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DST,GOG under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DST,GOG under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this..... day of20__at

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)

Attorney as per power of

WITNESS NO. 2

(Signature)
Full name and official
Address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

Attorney No.....

Dated.....

11] Annexure – 4: Schedule A to E of format-3 of section-VII (various price bid formats-XX pages)