



GUJARAT INFORMATICS LIMITED

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

**RFP FOR SELECTION OF AGENCY FOR SUPPLY, INSTALLATION
AND COMMISSIONING OF POINT TO POINT LEASED LINE ON
BEHALF OF HOME DEPARTMENT AND TO INTEGRATE THE
SAME WITH EXISTING INFRASTRUCTURE**

(RFP No. GIL/ H&N/HD - PtoP Bandwidth/2015)

Last Date of Receipt of Bid : 05.01.2016 at 1500 hours

Date & Time for Submission of Bid Processing Fees & EMD : 05.01.2016 at 1500 hours

Date of Opening of Bid : 05.01.2016 at 1700 hours

Bid Processing Fee: Rs. 1000

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

- ✓ This is a Bid for Supply, Installation and commissioning of Leased Lines for Home Department.
- ✓ Bidder shall upload their bids on <https://www.gil.nprocure.com>.
- ✓ The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office.
- ✓ The bid shall specify time schedule of various activities.
- ✓ Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- ✓ Services offered should be strictly as per requirements mentioned in this Bid document.
- ✓ Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- ✓ Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, GoG reserve the right to revised financial offer.
- ✓ Bidder shall quote the prices of services as mentioned valid for **1 Year**.
- ✓ The duration of the Contract period for this activity will be of **5 years**.

In addition to this RFP, the following sections attached are part of Bid Documents.

Section – 1	Project Profile
Section – 2	Scope of Work
Section – 3	Eligibility Criteria
Section – 4	Technical Specifications
Section – 5	Instructions to the Bidders
Section – 6	Schedule of Requirements

Instruction to the bidders for online bid submission:

- Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gil.gujarat.gov.in and <https://gil.nprocure.com>.
- The bids have been invited through e-tendering route i.e. the eligibility criteria, technical and financial stages shall be submitted online on the website <https://gil.nprocure.com>.
- Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

Important Dates

SUPPLY, INSTALLATION AND COMMISSIONING OF LEASED LINES BANDWIDTH FOR HOME DEPARTMENT AND TO INTEGRATE THE SAME WITH EXISTING INFRASTRUCTURE.

1.	Contract Period	5 Years
2.	Delivery	Services to be offered as per schedule from the date of the Acceptance of Lol/ PO.
3.	Bid Due date	05.01.2016 up to 1500 Hrs
4.	Date & Time for Submission of Bid Processing Fees & EMD	05.01.2016 up to 1500 Hrs
5.	Date of Opening of Un-priced bid	05.01.2016 at 1700 Hrs
6.	Date & Time of opening of Technical & Commercial stage	Will be intimated to the qualified bidders at a later date.
7.	Venue of opening of Technical & Commercial Bid/s	Gujarat Informatics Limited, Block No. 1, 8th Floor, Udyog Bhawan, Gandhinagar-382010
8.	Bid Processing Fees (Non-refundable)	Rs. 1,000/-
9.	Bid security (EMD)	Rs. 80,000/-
10.	GIL Contact person	DGM (Technical)

NOTE: Please address all queries and correspondence to:

DGM (Tech)
Gujarat Informatics Limited,
8th Floor, Block No.1, Udyog Bhavan,
Gandhinagar 382010,
Phone: (079)-23256022
E-mail: viveku@gujarat.gov.in

DEFINITIONS

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

1. "Acceptance Test (AT)" means the acceptance testing of the network links commissioned
2. "Acceptance Test Document" means a document, which defines procedures for testing the Gujarat State Wide Area Network against requirements laid down in the Agreement.
3. "Agreement" means the Service Level Agreement to be signed between the successful bidder and GoG including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. "Authorized Representative/ Agency" shall mean any person/ agency authorized by either of the parties.
5. "Bidder" means any bandwidth provider who has a license (valid for a period of 5 years from the date of submission of the bid) to establish, maintain & operate bandwidth services in the state of Gujarat, required as per the RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom GoG signs the Service Level Agreement.
6. "Contract" is used synonymously with Agreement.
7. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
8. "Default Notice" means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
9. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive GoG of the benefits of free and open competition.
10. "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
11. "Gol" shall stand for Government of India.
12. "GoG" shall stand for Government of Gujarat.
13. "Implementation Period" shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate
14. "Interest rate" means 365 days Government of India (Gol) Treasury Bills' rate.
15. "Law" shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and / or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.

Proposal for Supplying Bandwidth for Home Department

16. "LoI" means Letter of Intent, which constitutes the intention of the GoG to place the Purchase Order with the successful bidder.
17. "LOA" shall mean Letter of Award of work issued by GoG to the successful bidder. LOA will be issued after the successful bidder gives his acceptance to the LoI.
18. "Operator" means the entity/company providing the services / executing the project under the Agreement and is used synonymous with Bidder/Successful Bidder.
19. "Period of Agreement" means 5 years period starting with the commissioning of Last leased line. The bidder will be engaged by GoG to provide leased line connectivity to all PoPs for a period of 5 years.
20. "Planned link Outage" means unavailability of network services due to infrastructure maintenance activities such as configuration changes, up-gradation or changes to any supporting infrastructure.
21. Request for Proposal", means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
22. "Requirements" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
23. "Site" means the location(s) for which the Contract will be signed and where the service shall be provided as per agreement.
24. "Service" means provision of Contracted service viz., operation, maintenance and associated services
25. "Service Down Time" (SDT) means the time period when specified services/network segments with specified technical and operational requirements as mentioned in this document are not available to GoG. The network shall be operational on all days of a year and 24- hours/ day with in the uptime specified in the Service Level Agreement (SLA). The network is considered as operational when all Centers at all tiers/ levels are working, providing all/ specified services as mentioned in full capacity at all locations in the network.
26. "Third Party Agency" means any agency, if/as appointed by state government for monitoring the network during commissioning and operation.
27. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
28. "Unplanned link Outage" means an instance other than the planned link outage in which no traffic can pass on the selected link through which departments are connected.
29. "Uptime" means the time period when specified services with specified technical and service standards as mentioned in Section-5 are available to GoG and its user organizations. The uptime will be calculated as follows:
Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
30. "% Uptime" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.

SECTION: 1

PROJECT PROFILE

SECTION -1

PROJECT PROFILE

Home Department, Government of Gujarat (GoG) has implemented City Surveillance & Intelligent Traffic Monitoring System (CSITMS) in which IP based CCTV cameras are installed in Ahmedabad city, Vadodara city & Gandhinagar city. The live feeds of the IP CCTV cameras are being monitored at Control Room set up at respective cities. As a part of this project, IP based CCTV cameras are installed at Mother Dairy Junction (known as Apollo Circle) Near Indira Bridge, Airport Road, Ahmedabad & at present the live feeds of the same is being monitored at Ahmedabad City Control room at Ahmedabad City Commissioner Office, Shahibaug. Now, the same live feeds of IP CCTV cameras, installed at Mother Dairy Junction (known as Apollo Circle) Near Indira Bridge, Airport Road, Ahmedabad, are required to be monitored at Office of the Superintendent of Police, Gandhinagar District at Sector – 21, Gandhinagar. Hence, a point to point Leased Line bandwidth is required to be installed between Mother Dairy Junction (known as Apollo Circle) Near Indira Bridge, Airport Road, Ahmedabad & Office of the Superintendent of Police, Gandhinagar District at Sector – 21.

SECTION: 2

SCOPE OF WORK

SECTION -2

Scope of Work

Home Department, GoG wants to procure Leased Circuits/Lines at Mother Dairy Junction (known as Apollo Circle) Near Indira Bridge, Airport Road, Ahmedabad & Office of the Superintendent of Police, Gandhinagar District at Sector – 21. (As per requirement of HOME DEPARTMENT as per point 6.0 Schedule of Requirements table)

A Service Agreement will be signed with the successful bidder. The same will be signed initially for a period of 5 years which may be extended on mutual terms. As bidder will be responsible for smooth functioning of the entire network connectivity, availability of sufficient quantities of all the critical components will be taken care of by the bidder to maintain the guaranteed uptime. Bidders are requested to take into consideration all the equipment's required for providing connectivity while quoting for the tender.

Home Department, GoG will monitor the performance of links during operation period. Home Department, GoG/Third Party Agency will be responsible for verification, validation of all works/services under the terms & conditions of the agreement. The payments to the Service Provider for the provisioned links will be made on quarterly basis.

Full Duplex Bandwidth as Per Schedule of Requirement (price bid) has to be provisioned and implemented by the Service Provider. Service Provider has to keep provision of giving burstable Bandwidth & the rates will be as per finalized rates. Service Provider has to supply & install & commission the required last mile equipment accordingly.

Rate Contract:

- (i) This tender is for Supply of Leased Line to be delivered at Mother Dairy Junction (known as Apollo Circle) Near Indira Bridge, Airport Road, Ahmedabad & Office of the Superintendent of Police, Gandhinagar District at Sector – 21.
- (ii) Order for bandwidth can be placed anytime during the tenure of the tender and the minimum contract period will be for 5 years.
- (iii) GoG will review the prices at end of every year and Service Provider is required to match the prevailing market prices as per TRAI regulations.

Project Management:

- (i) Bidder shall act as single Agency to organize and manage the entire project – including supply, installation and commissioning of all required hardware, software, networking, accessory items and local wiring for electrical power supply etc. The Bidder shall be in a position to test, demonstrate and certify the basic requirements in accordance with the contract.
- (ii) The Bidder will be responsible to undertake and complete the works related to supply installation and commissioning services anywhere in the state of Gujarat promptly and

within the duration prescribed by Home Department, GoG.

- (iii) The Bidder will be responsible to provide the Bandwidth at all the locations at the agreed price. The works are to be completed on turnkey basis. The Bidder shall be responsible for implementation of the work as defined.
- (iv) The Bandwidth shall be supplied strictly in accordance with the specifications and conditions stated in the SLA.

Validity:

Validity of this contract is for a period of 5 years. No upward revision will be permitted in rates of bandwidth in these 5 years.

SECTION: 3

ELIGIBILITY CRITERIA

SECTION -3

ELIGIBILITYCRITERIA

The bids are hereby called from the Bidders who fulfils following technical & financially eligibility criteria in providing the bandwidth.

Sr. No	Basic Requirement	Specific Requirements	Documents Required	Supporting Document uploaded? (Yes/ No)
1	Legal Entity	Bidder should be registered under Companies Act, 1956 and should have been operating for the last three years as of 31st March 2015	Certificates of incorporation AND Self-Declaration Certificates	
2	Sales Turnover of the Bidder	Annual Sales Turnover generated from services related to Voice and Data Bandwidth Business during each of the last three financial years as on 31 March 2015 (as per the last published Balance sheets), should be at least Rs. 500 crore. (Form A)	Extracts from the audited Balance sheet and Profit & Loss; AND Self-Declaration Certificate	
3	Operational Licenses	The bidder should hold following valid licenses to operate: a) Class 'A' ISP license b) National Long Distance License c) Unified Access License All Licenses should be valid for at least 5 years from the date of Bidding.	Copy of valid Licenses	
4	Blacklisting	Bidder shall not be blacklisted by any GoG department and its Agencies, PSUs, reputed organizations in Gujarat.	A Self Certified letter	
5	Presence	The bidder should have its own Optical Fiber Backbone with minimum 10 PoPs/Nodes of its own in Gujarat	A Self Certified letter with addresses of PoPs	
6	Customer Support	The Bidder should have a local Customer support Center which operates 24x7 and is capable of troubleshooting 24x7	A Self Certified letter with Address	

- Consortium is not allowed.
- The Bidder must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.

SECTION: 4

TECHNICAL SPECIFICATIONS

Technical Specifications

A. Leased Lines/Circuits

- (i) The bandwidth supplied should be symmetric, 1:1 with 100% throughput.
- (ii) Up time guarantee must be 99.7 % failing which a penalty will be applicable.

Delivery of bandwidth

- (i) Bandwidth must be delivered at Mother Dairy Junction (known as Apollo Circle) Near Indira Bridge, Airport Road, Ahmedabad & Office of the Superintendent of Police, Gandhinagar District at Sector – 21.
- (ii) **Installation & Commissioning of bandwidth:** Within 4 weeks from the date of award of Work Order.
- (iii) Provider must deliver this bandwidth at Mother Dairy Junction (known as Apollo Circle) Near Indira Bridge, Airport Road, Ahmedabad & Office of the Superintendent of Police, Gandhinagar District at Sector – 21. GoG will provide space and raw power for termination equipment at control room.
- (iv) All costs to connect the links to last mile node have to be borne by the Service Provider. GoG will not pay or reimburse any last mile of extra work cost.

SECTION: 5

INSTRUCTION TO BIDDERS

SECTION -5

INSTRUCTION TO THE BIDDERS

ARTICLE – 1: COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid and Govt. of Gujarat (GoG)/Gujarat Informatics Ltd (GIL) will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

Bidder is requested to pay Rs. 1,000/- as a bid processing fee (Non-refundable) in the form of demand draft in favour of “Gujarat Informatics Ltd.” payable at Ahmedabad/Gandhinagar along with the EMD cover. In case of non-receipt of bid processing fees & EMD the bid will be rejected by GIL/GoG as non-responsive.

ARTICLE – 2: BIDDING DOCUMENTS

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

ARTICLE – 3: CLARIFICATION ON BIDDING DOCUMENTS

Bidders can seek written clarifications on or before 5 days of the submission of bids to Dy. General Manager (Technical), Gujarat Informatics Ltd., 8th Floor, and Block No. 1, Udyog Bhavan, Gandhinagar 382017. GIL/HOME DEPARTMENT (GoG) will clarify & issue amendments if any to all the bidders.

ARTICLE – 4: AMENDMENT OF BIDDING DOCUMENTS

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

All prospective bidders are requested to browse our website & any amendments / corrigendum/modification will be notified on our website and such modification will be binding on them.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, GoG/GIL, at its discretion, may extend the deadline for the submission of bids.

ARTICLE – 5: LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and GoG/GIL shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

ARTICLE – 6: SECTION COMPRISING THE BIDS

The quotation should be scan-able and distinct without any option stated in.

The bid uploaded shall have the following documents:

▶ Bid security Section:

The bid processing fee (non-refundable) in the form of demand draft & Bid security/EMD in the form of demand draft / Bank Guarantee to be furnished to GIL office in favour of “Gujarat Informatics Ltd.” payable at Ahmedabad/Gandhinagar on or before bid due date & time. The details are required to be filled in this section.

▶ Eligibility & Technical Section:

- 1) Organizational Capabilities.
- 2) Financial Capabilities.
- 3) Technical Capabilities.
- 4) Compliance Statement.
- 5) Deviations Statement.
- 6) Bid letter form

NOTE: All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria 1,2,3,4 should be uploaded.

▶ Price bid Section:

- Priced bid (in the prescribed format only->Section: 5)

ARTICLE – 7: BID FORMS

Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to upload the information in the prescribed format, the bid is liable for rejection.

For all other cases, the Bidder shall design a form to hold the required information.

GoG/GIL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

ARTICLE – 8: FRAUDULENT & CORRUPT PRACTICE

Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the GoG/GIL of the benefits of free and open competition.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.

GoG/GIL will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

ARTICLE – 9: LACK OF INFORMATION TO BIDDER

The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the Contract.

ARTICLE – 10: CONTRACT OBLIGATIONS

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within fifteen (15) working days along with the inception report and working schedule as per the tender requirements & if the operation are not started within fifteen (15) working days after submission of P.B.G. as mentioned, GoG/GIL reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

ARTICLE – 11: BID PRICE

The priced bid should indicate the prices in the format/price schedule only.

Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Arithmetical errors 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 the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Price Schedule of this RFP shall prevail.

The bidder should provide calculations for the quoted bandwidth charges, without which the bid is liable for rejection. Any arithmetical errors in these calculations will be on bidders account.

Bidders may verify the actual distances between Mother Dairy Junction / Apollo Circle, Ahmedabad & Office of the Superintendent of Police, Gandhinagar District at Sector – 21 before quoting for the same and may undertake a survey, if required.

The rates specified / quoted by the bidders should not be more than the rates specified by TRAI or any other Regulatory Authority of Govt. of India.

Offered price should be exclusive of all applicable taxes. Bidder should mention & upload the applicable taxes such as Excise, Sales Tax, Service Tax, Octroi (If applicable), Packing/ Forwarding, Insurance, FOR destination (anywhere in the Gujarat state) with percentage & amount of tax.

Discount if offered, should not be mentioned separately. It should be included in Price Bid.

Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the GoG/GIL in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

Unit rates should be quoted separately for each item. Quantities can be increased or decreased by GoG and bidder has to supply deviated quantities at the rates prescribed and approved by the GoG in the tender document.

ARTICLE – 12: BID CURRENCY

The prices should be quoted in Indian Rupees. Payment for the supply of supply, installation and commissioning of leased line & Raw Internet bandwidth as specified in the agreement shall be made in Indian Rupees only.

ARTICLE – 13: BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

The Bidder shall furnish, as part of the Bid, a Bid security for the amount of Rs. 80,000/- which shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank (issued by Ahmedabad/ Gandhinagar branches only) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Annexure A) and must be submitted along with the covering letter on or before bid due date & time. The un-priced bid will be opened subject to the confirmation of valid Bid security.

Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.

The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement, and furnishing the Performance Bank Guarantee.

The Bid security may be forfeited at the discretion of GoG/GIL, on account of one or more of the following reasons if:

- a. The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form.
- b. Bidder does not respond to requests for clarification of their Bid.
- c. Bidder fails to co-operate in the Bid evaluation process, and
- d. In case of a successful Bidder, the said Bidder fails:
 - (i) To sign the Agreement in time
 - (ii) To furnish Performance Bank Guarantee

ARTICLE – 14: PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for 180 days after the date of Bid opening prescribed by GoG/GIL. A Bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, GoG/GIL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

ARTICLE – 15: BID DUE DATE

Bid must be received by the GoG/GIL at the address specified in the Request for Proposal (RFP) not later than the date specified in the RFP.

The GoG/GIL may, as its discretion, on giving reasonable notice by fax, cable or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the GoG/GIL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE – 16: LATE BID

No bidder may be able to upload or submit the bid after the bid due date/time.

ARTICLE – 17: MODIFICATION AND WITHDRAWAL OF BID

The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by GoG/GIL prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.

No Bid may be modified subsequent to the deadline for submission of bids.

No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

ARTICLE – 18: OPENING OF BIDS BY GoG/GIL

Bids will be opened in the presence of Bidder’s representatives, who choose to attend. The Bidder’s representatives who are present shall sign a register evidencing their attendance.

The Bidder’s names, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the GoG/GIL officer at his/her discretion, may consider appropriate, will be announced at the opening.

Immediately after the closing time, the GoG/GIL contact person shall open the Un-priced Bids and list them for further evaluation.

ARTICLE – 19: CONTACTING GoG/GIL

Bidder shall not approach GoG/GIL officers outside of office hours and/ or outside GoG/GIL office premises, from the time of the Bid opening to the time the Contract is awarded.

Any effort by a bidder to influence GoG/GIL officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the GoG, it should do so in writing.

ARTICLE – 20: REJECTION OF BIDS

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

ARTICLE – 21: EVALUATION METHODOLOGY

1. Part – I (Bid Security)

Bidders who have submitted the valid bid security as per the format shall be considered for further evaluation. Similarly if the RFP document fee has not been deposited / submitted in case of downloaded forms the Bid shall be out rightly rejected.

2. Part – II (Financial Bid)

Bidders qualified as per the eligibility criterion defined in section 3 of this RFP will be short- listed and financial bids of those bidders will only be opened for evaluation and arriving at lowest bidder in each schedule.

ARTICLE – 22: AWARD OF CONTRACT

- (i) Award Criteria: The Criteria for selection will be the lowest cost to GoG for the qualified bids under Price schedule. GoG/GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.

- (ii) GoG's right to vary requirements at time of award: GoG reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
- (iii) In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to borne the difference between lowest prices and next lowest prices.
- (iv) The successful bidders shall be engaged by GoG to provide leased line and Raw Internet connectivity to various locations for a period of 5 years. This 5 year period will commence with the commissioning of leased line link.
- (v) Order for bandwidth can be placed anytime during the tenure of the tender and the minimum contract period will be for 5 years.
- (vi) It has been observed that there is a considerable price reduction in cost of Leased Line & bandwidths during last few years. Hence GoG will review the prices at end of each and Service Provider is required to match the prevailing market price.

ARTICLE- 23: NOTIFICATION OF AWARD AND SIGNING OF CONTRACT

- (i) Prior to expiration of the period of Bid validity, GOG/GIL will notify the successful Bidders and issue Lol.
- (ii) Within five (5) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the GOG/GIL. The contract Performance guarantee has to be submitted within seven (07) working days of receipt of award. The Bank guarantee (Performance) shall be equal to 10% of the value of contract. The Bank Guarantee shall be valid for duration of 180 days beyond the expiry of contract.

ARTICLE – 24: FORCE MAJEURE

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

to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

24.2 Force Majeure Events

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

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

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

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

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

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

- I. 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;
- II. Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
- III. Any event or circumstance of a nature analogous to any of the foregoing.

24.5 FORCE MAJEURE EXCLUSIONS

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

- a. Unavailability, late delivery

- b. Delay in the performance of any contractor, sub-contractors or their agents;

24.6 PROCEDURE FOR CALLING FORCE MAJEURE

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

ARTICLE – 25: CONTRACT OBLIGATIONS

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

ARTICLE – 26: AMENDMENT TO THE AGREEMENT

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws applicable in the state of Gujarat.

ARTICLE – 27: USE OF AGREEMENT DOCUMENTS AND INFORMATION

The Service Provider shall not without prior written consent from GoG disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of GoG in connection therewith to any person other than the person employed by the Service Provider in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.

The Service Provider shall not without prior written consent of GoG make use of any document or information made available for the project except for purposes of performing the Agreement.

All project related documents issued by GoG other than the Agreement itself shall remain the property of GoG and Originals and all copies shall be returned to GoG on completion of the Service Provider's performance under the Agreement, if so required by the GoG.

ARTICLE – 28: Representations and Warranties

Representations and Warranties by the Service Provider:

It is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof.

It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof.

The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers.

There is no pending or threatened actions, suits or proceedings affecting the Service Provider or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Service Provider's ability to perform its obligations under the Agreement; and neither Service Provider 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).

The Service Provider confirms that all representations and warranties of the Operator set forth in the Agreement are true, complete and correct in all respects.

No information given by the Service Provider in relation to the Agreement, project documents or any document comprising security contains any material wrong-statement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of GoG or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.

All equipment including replacement parts, spares and any other material to be installed, used by the Service Provider 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.

Representations and Warranties by GoG

It has full legal right; power and authority to execute the assignment and to enter into and perform its obligations under the Agreement and there are no proceedings pending.

The Agreement has been duly authorized, executed and delivered by GoG and constitutes valid, legal and binding obligation of GoG.

The execution and delivery of the Agreement with the Service Provider 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 GoG, its assets or its administration.

ARTICLE – 29: RESOLUTION OF DISPUTES

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.

In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.

The place of the arbitration shall be Gandhinagar, Gujarat.

The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.

The proceedings of arbitration shall be in English language.

The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.

The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

ARTICLE – 30: TAXES & DUTIES

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

ARTICLE – 31: BOOKS & RECORDS

Service Provider shall maintain adequate Documents Related to project's physical materials & equipment for inspection and audit by GoG during the terms of Contract until expiry of the performance guarantee.

ARTICLE – 32: PERFORMANCE GUARANTEE

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

The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order / LOI towards faithful performance of the contract obligation, and performance of the services during contract period. In case of poor and unsatisfactory field services, GoG shall invoke the PBG.

The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee

issued by all Public Sector Banks and private banks such as IDBI Bank, UTI Bank, HDFC Bank, ICICI Bank having branch in Gandhinagar\Ahmedabad in the format provided by GoG to be submitted Within 15 working days of receipt of award.

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

ARTICLE – 33: PAYMENTS TERMS

1. Quarterly Bill process against the services provided by bidder as per the Terms and Conditions of Service Level Agreement (SLA)
2. The Commissioning Date shall be the date for commencement of the commercial billing cycle and payment of fees by GoG/GIL in terms of this agreement for a particular link. Quarterly billing cycle will start after commissioning the link.
3. For any link which is made operational during a quarterly billing cycle, pro-rata payments will be made for the commissioning quarter.
4. The successful bidder shall submit reports for link availability, downtime, usage, fault & rectification (if any) etc. for each link separately, as generated by its monitoring system on monthly basis.
5. In case of increase in bandwidth requirement with respect to the operational requirements of Link, the prices will be revised accordingly, as per the agreement. In case of any reduction in tariff from time to time due to whatever reasons, the corresponding benefit would be passed on to GoG by the bidder.
6. The Service Provider's request for the payment shall be made at the end of each quarter by invoices along with following supporting documents:
 - Performances statistics
 - Log of network parameters along with Service Down time calculation and uptime percentage.
 - Any other documents necessary in support of the services performances acceptable to GoG/HOME DEPARTMENT
7. The GoG / third party Agency shall verify all the supporting documents as prescribed and acceptable to GoG/HOME DEPARTMENT.
8. On the receipt of such invoiced after verification by the GoG/Third Party Agency and after deducting Tax, other taxes and any penalties, HOME DEPARTMENT/GoG shall pay the amount. The service provider shall furnish all the tax payment receipts to GoG/HOME DEPARTMENT.
9. The currency of payment shall be Indian Rupees.
 - a. If there is any deficiency in the performance of Contractual obligations on the part

of the Service Provider, the Service Provider shall be liable for the imposition of appropriate Penalties as specified in clause 38.b of this section and GoG shall be entitled to deduct such Penalties at source while making payment to the Service Provider for the services provided.

- b. The service provider shall have to bear the consequences of any change, i.e. in taxes or laws

ARTICLE – 34: COMMERCIAL ISSUES

34.1 Bandwidth: The service provider shall be responsible for monitoring of Bandwidth. The Service provider shall be solely responsible for coordination with CCTV Project operator and upkeep of the bandwidth during the period of Agreement. The service provider shall take all necessary steps for restoration of bandwidth in case of any problem and shall report to GoG in writing regarding the action taken.

ARTICLE – 35: SERVICE TERMS

- a. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- b. It is mandatory for Bidder to deploy qualified professional to install, commission & maintain the Circuits, as defined under scope of work.
- c. The Bidder has to submit regular schedule of technical man power availability & get it approved by GoG/TPA, before deployment.
- d. The Bidder will have to carry out reinstallation or shifting of the Local Lead Circuit and related equipment 'Free of Cost', if required.
- e. The Bidder need to manage & maintain various records related to the services extended to the Government.
- f. If required, the Bidder may need to coordinate and approach various agencies working for Home Department.
- g. The Bidder needs to maintain the required security of the network as per the DIT/GoG Security guidelines.
- h. The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Service Provider will have to submit the progress reports regularly, as per the guide line issued by GoG/TPA.
- i. The Bidder need to make its own arrangement for establishing outside/field communication. GoG will not provide any external / outgoing facility to other network.
- j. In case of outages, the Bidder needs to replace or repair the faulty part/component/device to restore the services at the earliest. The cost of the repairing or replacement of faulty Cable/component/device has to be entirely born by the Bidder.
- k. All expenses related to cable/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Bidder as part of Contract Agreement.
- l. The Bidder needs to make alternate arrangement in case of major failure happens in the network, due to which services may be effecting for longer period.
- m. Bidder shall submit test procedures covering various test cases and expected results of these tests relating to various links being commissioned for the network. These should be uploaded along with the technical bids. These tests shall cover all the parameters

- which are required to be tested as per ITU, TEC standards.
- n. Bidder shall submit details of various reports generated by NMS like link availability, downtime, usage, fault & rectification, BER etc. which are required for link(s) monitoring.
 - o. The bidder as part of its scope will configure a Dashboard/Web based tool which will enable GoG to monitor and report network availability, issues, outages, etc. It should also be possible to extract availability reports from the same.
 - p. The Bidder shall make provisions for dedicated Helpdesk with 24x7 dedicated manpower to monitor all links and troubleshoot in case of downtimes.
 - q. The Bidder shall book trouble tickets in case of downtimes or link issues and should be able to report complete Root Cause Analysis to GoG.

ARTICLE – 36: PENALTY CLAUSE

36.1 Penalties for delay in implementation

The successful bidder shall provide the services from the date of successful commissioning. In case of multiple locations, the date of successful commissioning for commencement of services for the locations of the client shall be mutually agreed between the Parties in writing and the roll out schedule for such multiple locations shall be appended. In case the services are not provided from the agreed successful commissioning date (except such delay in commencement of services is not due to any act of omission or commission of the successful bidder), liquidated damages will be levied @ 0.5% of the Quarterly Bill for delay of a day or part thereof, for the delayed site(s)/circuit(s), subject to the condition that the non-commissioning of the delayed link(s) /circuit(s) does not materially affect the performance and working of the circuits already commissioned. In other cases, when non-commissioning of a link/circuit affects materially the performance & working of other links / circuits, liquidated damages would be levied on all the affected links/circuits.

The maximum Liquidated damages would be limited to 20% of the order value as per above and also the Service Provider will be paid only from the date of actual commissioning of the link. The damages would be recovered from the dues payable quarterly to the service provider.

- 36.1.2 If GoG fails to provide space and related clearances for installation of the equipment at designated site / sites, within 30 days from written instructions given to Service Provider, to carry out the job as per the agreement terms, as a result of which the installation of the equipment is delayed and the Service Provider is not able to adhere to the schedule for completing the Acceptance Tests. In such an event, the Service Provider will prove the Acceptance Test with the completed sites and if the tests are accomplished within the scheduled time according to the Third Party Agency then the Service Provider will be deemed to have completed the Acceptance according to the schedule and GoG will be required to pay the Service Provider as per agreement terms.

36.2 Operational Penalties

The Service Provider shall be responsible for maintaining the desired performance and availability of the services. The Service Provider should ensure the prompt service support during Contract period.

The Service Provider shall be responsible for maintaining the desired performance and availability of the system/services. Operational penalty will be imposed for each 'Hour' delay or part thereof delay, until actual availability of agreed Leased Bandwidth. The overall penalty cap would be 10% of the Quarterly Invoiced amount. If the Service Provider fails to provide services as specified above, the following penalty will be imposed. If quarterly Service uptime is:

A) Cluster and DC Ring:

1	99.70% or better	No Penalty
2	Less than 99.70% to 99.00%	Rs. 5,000/- per link per hour beyond agreed down time or Part thereof
3	Less than 99.00% to 98.50%	Rs. 10,000/- per link per hour beyond agreed down time or Part thereof
4	Below 98.50%	Rs. 20,000/- per link per hour beyond agreed down time or Part thereof

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

- 1) Downtime due to 'planned outage' for which prior approval has been given by the HOME DEPARTMENT, GoG.
- 2) The uptime or Downtime calculation will not include any down time related to any media & its equipment, which are not provided/ installed by the Service Provider.
- 3) The downtime caused due to problems in GoG Network and/or GoG's media will not be considered as down time.
- 4) The downtime caused due to problems related to non-availability of power, due to switch off / failure of power and/ or power fluctuations, hardware failure due to above.

Note: For any planned downtime, the Service Provider will inform HOME DEPARTMENT, GoG in writing at least 7 working days in advance and will take prior written permission from GoG. All planned activities for which downtime is required would be carried out in non-peak hours only and it is desirable to carry out such activities on off day i.e. public holiday only.

ARTICLE – 37: APPROVALS / CLEARANCES

- 37.1 Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the Bidder.
- 37.2 Necessary approvals / clearances from concerned authorities, as required, for fire protection, government duties / taxes are to be obtained by the Bidder.
- 37.3 Necessary approvals / clearances, from concerned authorities (like Municipal Corporations,

Nagarpalikas, Public Works Department (PWD), Department of Irrigation, State Electricity Board etc. for “Right of way”), as required, are to be obtained by the Service Provider for laying their own cables to meet system requirements.

- 37.4 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 Bidder.
- 37.5 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 Service Provider on behalf of GoG for laying their own cables to meet requirements.

ARTICLE – 38: PROJECT IMPLEMENTATION

- 38.1 Home Department, Government of Gujarat will be Engineer-In-Charge of the Project and all inspection, installation, commissioning and acceptance of work will be undertaken by them. All Invoices, Vouchers, Bills for supplied goods and services by the Service Provider under the scope of the work will be verified measured and accepted by the Engineer-In-Charge or its TPA or O&M operator, for release of payment.
- 38.2 As part of implementation the Service Provider shall provide details of equipment that will be incorporated in the proposed system, material and manpower as required. The location for storing spare parts and quantity, if any, there on should also be clearly indicated.
- 38.3 The Service Provider will implement the project strictly as per the plan approved by GoG. The Service Provider shall install and implement the proposed system at such locations as may be selected by GoG within 60 days from the date of the Acceptance of LOI, which will be considered as a ‘Kick Off’ date. The Service Provider will have to complete provisional Acceptance Test of the equipment to the satisfaction of GoG. This period may be extended depending upon the fulfilment of Conditions Precedent.
- 38.4 The Service Provider shall provide the necessary technical support, Standard Operating Procedure (SOP) and other information to GoG and its user organizations in implementing the proposed system applications. GoG at any time during the currency of the Agreement should have access to the proposed sites.
- 38.5 The Service Provider shall arrange to obtain all statutory permission (If any) at no cost to the Government of Gujarat.
- 38.6 The Service Provider may have to work during Holidays and Sundays, according to the urgency of work. The Service Provider will obtain such permission on his own in consultation with the Engineers-in-charge. It will be the responsibility of the Service Provider to co-ordinate with all other agencies of Government of Gujarat in order to obtain NOC required to execute the job.
- 38.7 The Service Provider shall not disturb or damage the exiting network of communication. If in

case any damage to the network is done, the same shall be corrected with no extra cost. The agency shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.

- 38.8 In case of the material/solution supplied and installed is rejected owing to its non-conformity to the specification or due to the poor quality of workmanship, the same shall be replaced promptly.
- 38.9 Service Provider shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from GoG.
- 38.10 Any damage caused to the property of Government of Gujarat while executing the job shall be solely Service Provider's responsibility. In case any damage to the property is caused, the same will be recovered from the Service Providers. No extra cost shall be paid to the Service Provider for such reasons.
- 38.11 The Service Provider shall have to furnish the documentation of the work undertaken in consultation with Engineer-in-charge/GoG rep. 3 sets of such documentation should be provided before the issue of completion certificate.
- 38.12 It is a turnkey project. The Service Provider shall be fully responsible for implementing the Project in totality and should include the items and their prices, if not included in Schedule of Requirement to complete the project on turnkey basis. Any claim whatsoever in this regard will not be entertained later on.
- 38.13 In the event of the delay in delivery of contracted services or services is not satisfactory the GoG may procure goods from else ware as prescribed in bid and Service Provider shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the Service Provider.
- 38.14 GoG reserves the right to visit any working site of the Service Provider with prior intimation. The concern Service Provider has to make necessary arrangement for the same.
- 38.15 The Service Provider shall be responsible and take required insurance for all of their representations working on the site at their own cost. GoG will not be responsible for any loss or damage to any of the representatives of the Service Provider during the said contract.
- 38.16 All work shall be performed and executed by the Service Provider in strict conformity with the engineer-in-charge / representative from GoG and any relative instruction issued to the Service Provider by the Engineer-in-charge time to time.
- 38.17 GoG shall associate few engineers / technicians during installation and commissioning work. The Service Provider shall ensure proper participation of the nominated personnel from GoG and train them on the related system.

- 38.18 The Service Provider, the CCTV project operator and the GoG / Third Party Agency will coordinate with each other for timely completion & commissioning of sites.

ARTICLE – 39: ACCEPTANCE TEST

Acceptance Test will be conducted in as follows:

- 39.1 Bidder shall intimate GoG about provisioning of bandwidth at the designated site(s) at least one week in advance so that necessary Inspection/testing required can be organized by Home Department, GoG.
- 39.2 Final Acceptance Test (FAT): After successful installation of the System in accordance with the requirements as mentioned in Schedule of Requirement, Final Acceptance Test will be conducted. After successful testing by the Home Department of its designated agency, Acceptance Test Certificate will be issued to the Service Provider. Type of test as per TEC for acceptance to be conducted on leased line and provision of testing equipment to conduct such test will provide by the Service Provider. The Service Provider will provide necessary support & logistics to staff who will be interested to carry out the test and also technical support.
- 39.3 The date on which Acceptance certificate is issued shall be deemed to be the date of successful commissioning of the System.
- 39.4 Any delay by the Service Provider in the Acceptance Testing shall render the Service Provider liable to the imposition of appropriate Penalties.
- 39.5 The first step will involve successful installation of all sites. The provisional acceptance of these sites will be defined as partial acceptance

ARTICLE – 40: INSTALLATION REQUIREMENTS

- 40.1 The Service Provider needs to pull necessary cables up to required place, using approved PVC Piping/Channel/CAT6 or Fiber Cable.
- 40.2 The necessary Civil & Electrical work has to be carried out by the Service Provider. The GoG will not reimburse any cost towards the same. The Service Provider need to take necessary permission if require from concern authority. GoG will only provide space and RAW power at each of its node.

ARTICLE – 41: SOFTWARE LICENCES (IF APPLICABLE)

The Service Provider shall be responsible for providing Software (System Software, Application Software, Device Drivers, IOS, etc) required, if any, to meet any additional requirements during the currency of the Agreement without any additional cost to GoG. All license software must be in the name of HOME DEPARTMENT, Govt. of Gujarat. The ownership of any involved customize software will be of the HOME DEPARTMENT, Govt. of

Gujarat.

ARTICLE – 42: INSTALLATION OF ADDITIONAL HARDWARE (IF APPLICABLE)

During the currency of the Agreement, for any additional requirement of equipment including interface equipment, the specifications will be provided by the Service Provider. GoG/The Third Party Agency will verify suitability of the specifications uploaded by Service Provider and recommend to GoG for acceptance. The Service Provider will be obligated to undertake integration, operation and maintenance for all additional equipment if required.

ARTICLE – 43: THIRD PARTY AGENCY

Home Department, GoG may appoint a Third Party Agency which would monitor the project during implementation, commissioning and operation. The Third Party Agency will also conduct Final Acceptance Test as per the technical requirement of the Agreement and will issue the Certificate of Completion of each proposed site. Third Party Agency will verify the services provided by the Service Provider under the Agreement. The Service Provider will co-operate with such Third Party Agency.

ARTICLE – 44: SUPPORT FROM EXTERNAL AGENCY (IF APPLICABLE)

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

ARTICLE – 45: TERMINATION OF SERVICE

Termination by GoG –

As the continuity of connectivity is one of the major issues to any public service communication, the GoG reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 10 days' notice in writing if:-

- a. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
- b. In case GoG finds illegal use of connections, hardware, software tools, manpower etc. that are dedicated to the project of Home Department;
- c. In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;

- d. In case any connectivity is down under the responsibility of service provider for more than 7 days continuously;

Termination by Service Provider –

The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days' notice if the payment to the Service Provider is due for more than 2 (two) consecutive quarters.

Conditions of Termination –

- a. Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default.
- b. Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.
- c. During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the commencement of such notice period.

ARTICLE – 46: PROVISION OF SPACE / UTILITIES

Necessary electrical AC power supply at every site will be provided for the Service Provider by the GoG.

GoG may decide at its discretion to change the location of sites during implementation or after implementation but during the Agreement period. The services shall be operational within a period of 15 days from the date the said request is made by GoG.

GoG shall reimburse the actual cost of relocation incurred by the Service Provider as verified by the Third Party Agency.

The entry and exit to the site for the equipment and personnel of the Service Provider shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located.

GoG shall allow or obtain the required permission to enable the successful bidder employees or its authorized personnel to enter in the premises where the Services are provided (PoP) for related activities. This shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located.

SECTION: 6

***SCHEDULE OF REQUIREMENTS
(PRICE BID)***

Schedule-1:

Sr. No.	Location		Leased Line: Bandwidth	One Time Installation Charges (in Rs.)	Annual Rental (in Rs.)	Total Rates (Without Tax) for 5 years (in Rs.)	Tax (%)
	From	To					
	A	B	C	D	E	F = D + E*5	G
N o t e :	1	Mother Dairy Junction (known as Apollo Circle) Near Indira Bridge, Airport Road, Ahmedabad	Office of the Superintendent of Police, Sector – 21, Gandhinagar	34 Mbps			
	2	Mother Dairy Junction (known as Apollo Circle) Near Indira Bridge, Airport Road, Ahmedabad	Office of the Superintendent of Police, Sector – 21, Gandhinagar	8.5 Mbps			
Grant Total (In Rs.)							

Note:

- L1 will be lowest sum of the Total rates of all the line items (without Tax) (One Time Installation Charges + Total Annual rates for 5 years)
- The rates should be exclusive of all taxes. The applicable taxes should be quoted separately in appropriate column.

Formats of Application–Technical

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

Name of the Bidder:

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

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

Confidential

Annexure-II

Formats of Application–Financial

FormNo.F1

Financial Strength of the Bidder

S.N.	Name of Applicant	Turnover in Lacs of Rupees			Net worth (in Lacs of Rupees)
		2012-2013	2013-2014	2014-2015	2014-2015

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

Confidential

Service Level Agreement For
Providing Leased Line connectivity Home
Department, Govt. of Gujarat

This Service Level Agreement (hereinafter referred to as “Agreement”) is effective from _____ Between M/s._____. Having its Head Office at “_____., and Government of Gujarat, Home Department, Block No. 2, 2nd Floor, New Sachivalaya, GANDHINAGAR. Having its office at Gandhinagar (hereinafter referred to as “GOG”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
3. Total contract value is for Rs._____/-. The above contract value is for the entire scope of work as mentioned in the Service Level Agreement (SLA).
4. SCOPE & Responsibility of SERVICE as per the terms and conditions mentioned in the SLA.
5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
6. This Agreement shall remain in force for a period effective from /___/ 2016, to ___/ / 2020.

Introduction

The work for providing Leased Line Bandwidth at Mother Dairy Junction / Apollo Circle, Ahmedabad & Office of the Superintendent of Police, Gandhinagar District at Sector – 21.

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

Terminology:

- 1. AMC** : Annual Maintenance Contract
- 2. GoG** : Government of Gujarat
- 3. NOC** : No Objection Certificate
- 4. QGR** : Quarterly Guaranteed Revenue
- 5. SLA** : Service Level Agreement
- 6. SOP** : Standard Operating Procedure
- 7. TSP** : The Service Provider
- 8. TPA** : Third Party Agency

ARTICLE -1 Scope of Work

1.1 Name of the Work

Providing Leased Bandwidth at Mother Dairy Junction / Apollo Circle, Ahmedabad & Office of the Superintendent of Police, Gandhinagar District at Sector – 21 and maintenance and management of same for 24*7*365 days during the contract period.

1.2 Scope of the Work

- a) Study of current infrastructure
- b) Technical design of the network components for the termination of Bandwidth
- c) The Service Provider shall provide Bandwidth (Dedicated & Unshared) at at Mother Dairy Junction / Apollo Circle, Ahmedabad & Office of the Superintendent of Police, Gandhinagar District at Sector – 21. The Service Provider shall be responsible for local loop, equipment and any other hardware / software involved for making the services available at the locations specified as per the terms and conditions mentioned in SLA.

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

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

ARTICLE -2 SERVICE TERMS

2.1 General Terms

- a) The contract shall remain in force till the expiry of contract period from / /2015 to / /2020 GoG reserve the right to extend the period of validity for one year period on mutually agreed terms and condition for the extended period. The services under this contract shall have to render at the agreed remuneration. No extra remuneration shall be payable in case of delay of work by the Service Provider.
- b) The payment shall be made on the basis of availability of Bandwidth to GoG. Bills shall be raised and sent to Home Department for certification and recommendation and making the payment.
- c) During the validity of the contract period, the Service Provider shall render their services timely as per requirement. In case of genuine reason, if Service

- Provider is not in position to provide the Internet Bandwidth as per SLA, the same shall be intimated well in advance to GoG. In case of such delay and in absence of services, if the work is carried out through other agency, then the same shall be at the same cost of the Service Provider.
- d) In case of breach of any terms and condition the contract, the Service Provider shall be given a notice to rectify it. However, if they fail to rectify it within 72 hours, then they will be liable to pay compensation to GoG at the rate decided by GoG and same shall be sufficient cause for termination of contract.
 - e) The Service Provider shall take required insurance for all of their representatives / engineers working on the site at their own cost. GoG will not be responsible for any loss or damage to any of the representative of the third party during the said contract.
 - f) In case of natural calamities or some other Force Majeure any damage occurred to the properties and premises of the Service Provider, for that GoG would not be responsible.
 - g) In case of any dispute, decision of GoG shall be final and binding to the agency.
 - h) The Service Provider shall maintain 99.70% service up-time, i.e. availability of the Internet bandwidth. The down time of any reasons other than force majeure circumstances/condition mentioned in Article -3 of this agreement will be considered as service down time calculation for Internet bandwidth.
 - i) The Service Provider shall pay 10% of the cost of service charges, in the form of bank guarantee issued by of all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the [G.R. no. EMD-SD/102006/108/DMO Dated 30.03.2012 issued by Finance Department](#) at the time of agreement.
 - j) The Service Provider is responsible to provide operational support to maintain the uptime of the services related to Bandwidth.
 - k) The Service Provider is responsible to ensure uptime of the services as required by GOG. Hence, the uptime for all the equipment / application software's / components used for the Internet Bandwidth is the sole responsibility of the Service Provider.
 - l) The Service Provider shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from GoG.
 - m) Any damage caused to the property of Government of Gujarat while executing the job shall be solely Service Provider's responsibility. In case any damage to the property is caused, the same will be recovered from the Service Provider and no any extra cost shall be paid for such reasons.
 - n) The Service Provider will have to Monitor the Outgoing traffic, Internet Bandwidth utilization on daily basis, vis-à-vis thresholds and overflow. The Service Provider will have to generate Daily usage log report for the same.
 - o) The Service Provider will have to carry out Installation / upgrades of System Software, Operating system and patches as and when required. The Service Provider will also have to perform quarterly system performance tuning – changing the system configuration parameters. The Service Provider should

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

2.2 Approvals / Clearances

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

2.3 Amendment to the Agreement

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws.

2.4 Use of Agreement Documents and Information

The Service Provider shall not without prior written consent from GoG disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of GoG in connection therewith to any person other than the person employed by the Service Provider in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.

The Service Provider shall not without prior written consent of GoG make use of any document or information made available for the project except for purposes of performing the Agreement.

All project related documents issued by GoG other than the Agreement itself shall remain the property of GoG and Originals and all copies shall be returned to GoG on completion of the Service Provider's performance under the Agreement, if so required by the GoG.

2.5 Resolution of Disputes

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

The place of the arbitration shall be Gandhinagar, Gujarat.

The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

The proceedings of arbitration shall be in English language.

2.6 Taxes and Duties

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

2.7 Books and Records

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

2.8 Performance Guarantee

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

The Performance Guarantee shall be valid for a period of 90 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2014/570/DMO dated 01.04.2015 issued by Finance Department in the format provided by GoG to be submitted Within 7 working days of receipt of award.

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

2.9 Third Party Agency

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

2.10 Support from External Agency

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

ARTICLE - 3 PENALTY

The Service Provider shall be responsible for maintaining the desired performance and availability of the services. The Service Provider should ensure the prompt service support during Contract period. The Service Provider shall be responsible for maintaining the desired performance and availability of the system/services. Operational penalty will be imposed for each 'Hour' delay or part thereof delay, until actual availability of agreed Leased Bandwidth. The overall penalty cap would be 10% of the Quarterly Invoiced amount. If the Service Provider fails to provide services as specified above, the following penalty will be imposed. If quarterly Service uptime is:

1	99.70% or better	No Penalty
2	Less than 99.70% to 99.00%	Rs. 5,000/- per link per hour beyond agreed down time or Part thereof
3	Less than 99.00% to 98.50%	Rs. 10,000/- per link per hour beyond agreed down time or Part thereof
4	Below 98.50%	Rs. 20,000/- per link per hour beyond agreed down time or Part thereof

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

- 1) Downtime due to 'planned outage' for which prior approval has been given by the HOME DEPARTMENT, GoG.
- 2) The uptime or Downtime calculation will not include any down time related to any media & its equipment, which are not provided/ installed by the Service Provider.
- 3) The downtime caused due to problems in GoG Network and/or GoG's media will not be considered as down time.
- 4) The downtime caused due to problems related to non-availability of power, due to switch off / failure of power and/ or power fluctuations, hardware failure due to above.

Note: For any planned downtime, the Service Provider will inform HOME DEPARTMENT, GoG in writing at least 7 working days in advance and will take prior written permission from GoG. All planned activities for which downtime is required would be carried out in non-peak hours only and it is desirable to carry out such activities on off day i.e. public holiday only.

ARTICLE -4 FORCE MAJEURE

Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Service Provider. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force

Majeure Events. The Service Provider shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

4.1 Force Majeure Events

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

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

- (a) Failure of satellite due to atmospheric / other space disturbances like sunspots etc.
- (b) Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including.
- (c) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- (d) Explosion or chemical contamination (other than resulting from an act of war);
- (e) Epidemic such as plague;
- (f) Any event or circumstance of a nature analogous to any of the foregoing.
- (g) Other Events (“Political Events”) to the extent that they satisfy the foregoing requirements including:
 - Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government (“*Direct Political Event*”), including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;

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

4.2 Force Majeure Exclusions

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

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

4.3 Procedure for Calling Force Majeure

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

ARTICLE - 5 PAYMENT TERMS

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

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

**In Witness whereof, these parties to this Agreement have signed on day
of _____, 2015 by and in the in the presence of the following
witnesses:**

Signed by:

Witnesses

1. Home Department, Gandhinagar

1. _____

2. _____

3. _____

1. The Service Provider

1. _____

2. _____

3. _____

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the RFP No. <<<>> KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____ (hereinafter called" date of validity of BG"), to Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2016.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

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

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

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

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

Confidential

Proposal for Supplying Bandwidth for Home Department

Dated at _____ on this _____ day of _____ 2016.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2014/570/DMO dated 01.04.2015 issued by Finance Department or further instruction issued by Finance department time to time.