



GUJARAT INFORMATICS LIMITED

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Phone No: 23256022, Fax No: 23238925

**Request for Proposal (RFP) for
Selection of Third Party Auditor for IT &
Non-IT Infrastructure under GSWAN and
GSDC, Department of Science & Technology,
Government of Gujarat
RFP NO.:GIL\DST\TPA - GSWAN-GSDC\2016**

Pre-bid meeting : 02.04.2016 at 1500 hours
Last Date of Receipt of Bid : 12.04.2016 at 1500 hours
Date of Opening of Bid : 12.04.2016 at 1700 hours

Bid Processing Fee: Rs. 5000/-

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

- ❖ GIL - Gujarat Informatics limited (A Government of Gujarat Company), On behalf of Department of Science & Technology, Government of Gujarat invites Bids from the organizations for Selection of Firm as Third Party Auditor (TPA) for IT Infrastructure under GSWAN and GSDC for Department of Science & Technology, Government of Gujarat.
- ❖ GIL/DST, GoG intends to select the firm by inviting the proposals through Open Tender Process. 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 be submitted to GIL office.
- ❖ 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 reserves the right to ask for a revised financial offer.
- ❖ Any subsequent corrigenda / clarifications will be made available on <https://gil.nprocure.com>. There will be a three stage selection process comprising of - Pre-qualification, Technical qualification and Financial Bid. The Selection of firm would be done as per the evaluation method and procedures described in this RFP.
- ❖ As per the industry best practices, current TPA agencies as well as O & M Operators for Gujarat State Wide Area Network (GSWAN) & Gujarat State Data Centre (GSDC) cannot participate in this RFP.
- ❖ Contract period for this RFP will be of **5 years extendable up to one year**.

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	Bid Evaluation
Section – 5	Instructions to the Bidders
Section – 6	Price Bid

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.gujaratinformatics.com 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, Government of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- ❖ In case of any clarifications required, please contact DGM (Tech), GIL in writing 5 days before the Pre-Bid meeting date.

Important Dates

Selection of Third Party Agency for Department of Science & Technology, Government of Gujarat		
1.	Contract Period	5 Years
2.	Delivery	Services to be offered as per schedule from the date of the Acceptance of Lol/ PO.
3.	Pre Bid Meeting	02/04/2016 1500 Hrs
4.	Bid Due date	12/04/2016 up to 1500 Hrs
5.	Date of Opening of Un-priced bid	12/04/2016 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. 5000/-
9.	Bid security (EMD)	Rs. 10,00,000/-
10.	GIL Contact person	DGM (Tech)

**NOTE: Please address all queries and correspondence to:
DGM (Tech)**

**Gujarat Informatics Limited,
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Gandhinagar 382010,
Phone : (079) -23256022
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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 for GSWAN at SC, all DC and all TC.
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. "TC" means Taluka (Block) headquarters or the offices in the campus area of the office of the Taluka Development Officer (TDO)/Mamlatdar office.
6. "Bidder" means any agency providing Third party auditor services to the department of science and technology, Government of Gujarat, 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.
7. "Contract" is used synonymously with Agreement.
8. "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.
9. "DC" means district headquarters or the offices in the campus area of the office of District Magistrate (DM) / Collector including offices at this level.
10. "Default Notice" means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
11. "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.
12. "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.
13. "GoI" shall stand for Government of India.
14. "GoG" shall stand for Government of Gujarat.
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.
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 GSWAN project under the Agreement and is used synonymous with Bidder/Successful Bidder. Request for Proposal: Leased Line and Internet Bandwidth Services for GSWAN.

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19. "Period of Agreement" means 5 Years period starting with the date of issuing of LoI/Award of contract, whichever is earlier. The bidder will be engaged by GoG to provide required services as per the scope of this RFP for an initial period of 5 Years extendable for 1 year.
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. "SC" means state headquarters or the offices in the campus area of the Government Secretariat at Gandhinagar or any location where the State Network Center is established.
24. "Service" means provision of Contracted service viz., third party auditor and other associated services for DST, GoG.
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. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
27. "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 to GSWAN backbone.
28. "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.
29. "% Uptime" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
30. "GSWAN – Gujarat State Wide Area Network" is IT Backbone of the state of Gujarat.
31. "GSDC-Gujarat State Data Center" is the central location where all the IT Infrastructure is hosted of the state of Gujarat.

SECTION: 1

PROJECT PROFILE

SECTION -1

PROJECT PROFILE

Gujarat Informatics Limited (GIL), on behalf of Department of Science & Technology (DST), Government of Gujarat intends to invite bids for the “Selection of Third Party Audit Agency for IT Infrastructure under GSWAN and GSDC for DST, GoG”. The successful bidder will have to act as a single Third party auditor of DST, GoG looking after projects coming under the purview of DST, GoG. At present the below projects are under the purview of DST, GoG:

- ❖ Gujarat State Wide Area Network (GSWAN) which includes:
 - Gujarat Sachivalaya Campus Area Network (GSCAN);
 - Gujarat Sachivalaya Integrated Communication Network (GSICN)
- ❖ Gujarat State Data Centre (GSDC)
- ❖ Upgradation of GSWAN and GSDC
- ❖ Sachivalaya Wi-Fi

Background:

Government of Gujarat (GoG) has established IP based State Wide Area Network (GSWAN) to improve its administrative efficiency. This Wide Area Network is envisaged as the backbone network for data, video and voice communications throughout the State, for the Government operations. GSWAN has modernized the communication setup for Intra-Government and Government-Citizen services. All Government communication and IT infrastructure is linked to GSWAN.

GSWAN links Government offices at the State Secretariat (Sachivalaya), Gandhinagar, called as the State Centre (SC), District Headquarter called as Distinct Centre, and all the Taluka Headquarters called as Taluka Centre (TC) of Gujarat. The key applications envisaged on the network are broadcast, Video Conferencing, Voice and Data Communication, Intranet and Internet Access through State Data Center.

The network topology as conceived and designed for GSWAN is currently based on a hub-and-spoke design topology, with three tiers in to it. Essentially, the network was designed primarily for G2G services and linear hierarchical approach had been followed for application/resource access. GoG has been utilizing bandwidths of 34 Mbps each between SC-DC and 10 Mbps each between DC-TC from BSNL.

Since 2001 when existing GSWAN started functioning, many GoG departments have progressively rolled out their applications which have been riding on existing GSWAN, which had also been expanded to cater to all these requirements. Till date, more than 6000 GoG offices at DC and TC locations have been connected to GSWAN. In addition, many Departments are seeking for additional larger bandwidths to run their current and future applications such as ATVT, eGujCop, HRMS, TPDS, etc.

GoG is planning to enhance the capabilities of GSWAN and has decided to upgrade the infrastructure and Bandwidths to meet the demands of next generation services and architecture to support future applications like IP based Surveillance, Unified Communication, Wi-Fi etc.

To translate this vision into reality, the need has been felt to strengthen the GSWAN so that the core IT infra can be used optimally. The idea behind this is to modernize the communication set up of Government of Gujarat, improve the administrative effectiveness and the efficiency and also to strengthen the intra-government and government-citizen interface

1) Gujarat State Wide Area Network (GSWAN)

Government of Gujarat implemented the Gujarat State Wide Area Network (GSWAN) in the year 2001-02. The end-to-end IP based network was designed for the service convergence (Voice, video and Data) on the same backbone. The key objectives were:

- To modernize the intra-governmental communication setup
- To improve administrative effectiveness and efficiency

- To facilitate improvements in the Quality of Public services

1.1 GSWAN Overview

- GSWAN is end-to-end IP based network was designed for catering G2G Data and Video services on the same backbone.
- GSWAN is one of the largest IP based Multi Service IT infrastructure connecting all Districts and Talukas to State capital Gandhinagar.
- More than 5,000 Horizontal Office locations of Government and semi-government offices are connected with GSWAN.
- All District Centers (DC) are connected to State Capital (SC) through redundant and interconnected 34 Mbps Leased Circuits aggregating at the State Data Centre (SDC) which is in the process of upgradation to 250Mbps ring architecture redundant connectivity model.
- All Taluka Centers (TC) are connected to respective DC through 10 Mbps Leased Circuits which is in the process of upgradation to 100/200 Mbps ring architecture connectivity model.
- Core Internet Bandwidth of 3Gbps through National Knowledge Network (NKN), 90 + 26 Mbps through two redundant Internet Service Providers.
- More than 250 Websites and more than 50 Applications accessible to users hosted at State Data Center through GSWAN.
- More than 290 Video Conferencing End Points and 8 Multi Conferencing Units (MCU's) are operational on GSWAN.

1.2 Existing Network Architecture

- The network topology as conceived and designed for GSWAN was based on a hub-and-spoke design topology, with three tiers in to it. Essentially, the network was designed primarily for G2G services and linear hierarchical approach had been followed for application/resource access:

First tier	Secretariat Center (SC)	<ul style="list-style-type: none">• Secretariat Center (SC) at state capital, Gandhinagar, where from the highest office of Government functions in the state.• Various departments and hundreds of subordinate offices located at the state capital are connected to SC horizontally through SCAN (Secretariat Campus Area Network).• SCAN has about 8000 Ethernet extensions at Gandhinagar and all these are interconnected with GSWAN at SDC level for information exchange.• 300 GSWAN Hotline phone connections have been provided to various offices at Secretariat for direct voice communication to any GSWAN node in the state (at District or Taluka level).
Second Tier	District Centers (DC)	<ul style="list-style-type: none">• Second Tier constitutes District Centers (DCs) located at district collector's office and multiple district level other offices connected with DC horizontally.• All 33 DC's are connected on 34 Mbps leased lines with SC.• Gandhinagar DC is a part of SCAN infrastructure.• GoG evaluated several options to achieve cost effective, flexible and scalable connectivity for all horizontal offices and used Cat-5, OFC, JFC, wireless VSAT on case to case basis.

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Third Tier	Taluka Centers (TC)	<ul style="list-style-type: none"> Third Tier constitutes Taluka Centers (TCs), located at Taluka Mamlatdar office and Taluka Development Office. At TCs provision are kept for connecting Taluka level other offices horizontally. All Talukas are connected to DC with 10 MB Leased Lines from BSNL. In each of the stations, there is a state-of-the-art Router, which terminates the Leased Line. These routers route IP packets intelligently throughout the network, and provide the Quality of Service (or QoS) features to enable convergence of voice, video and data on to a single network infrastructure.
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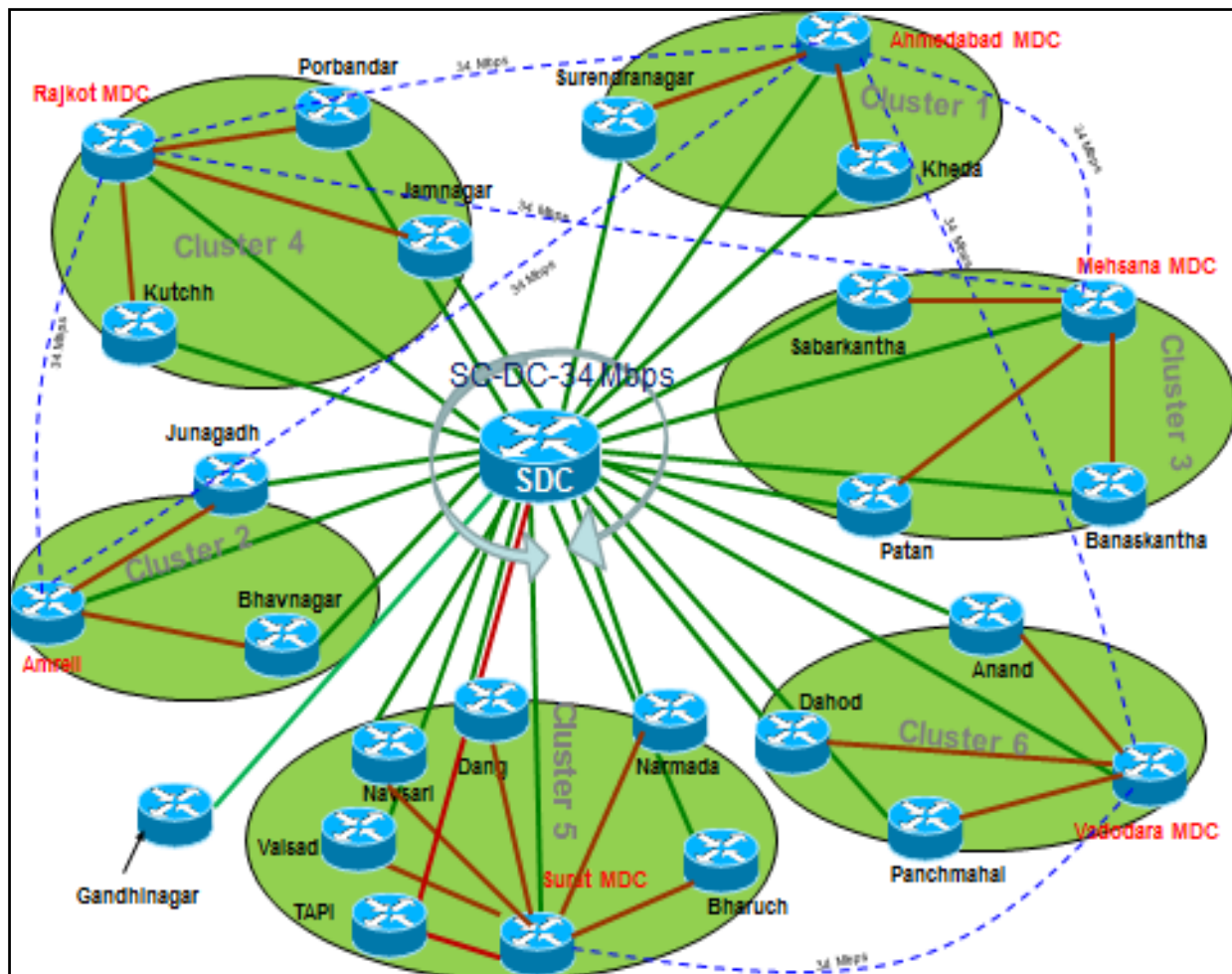


Fig 1.1 Existing Network Overview

Fig 1.2 Existing Network – Tier I & II (SC to DC)

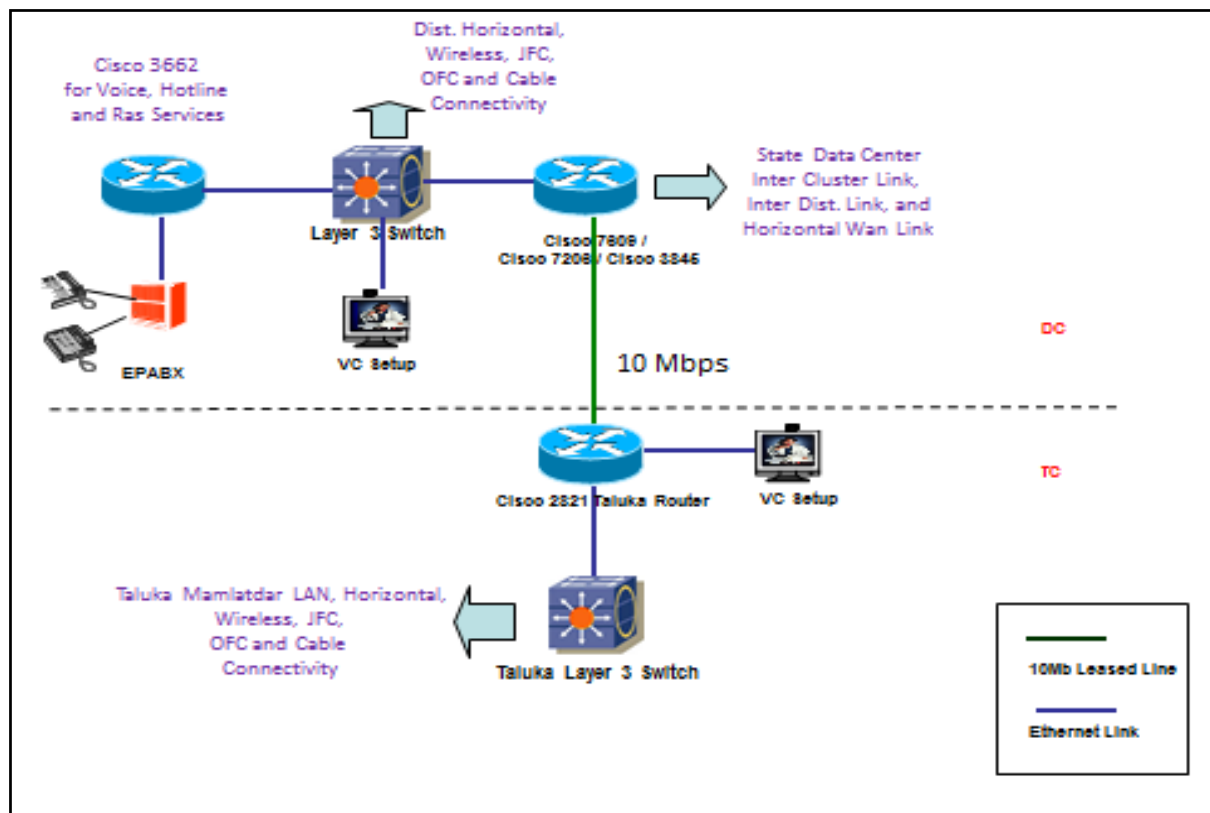
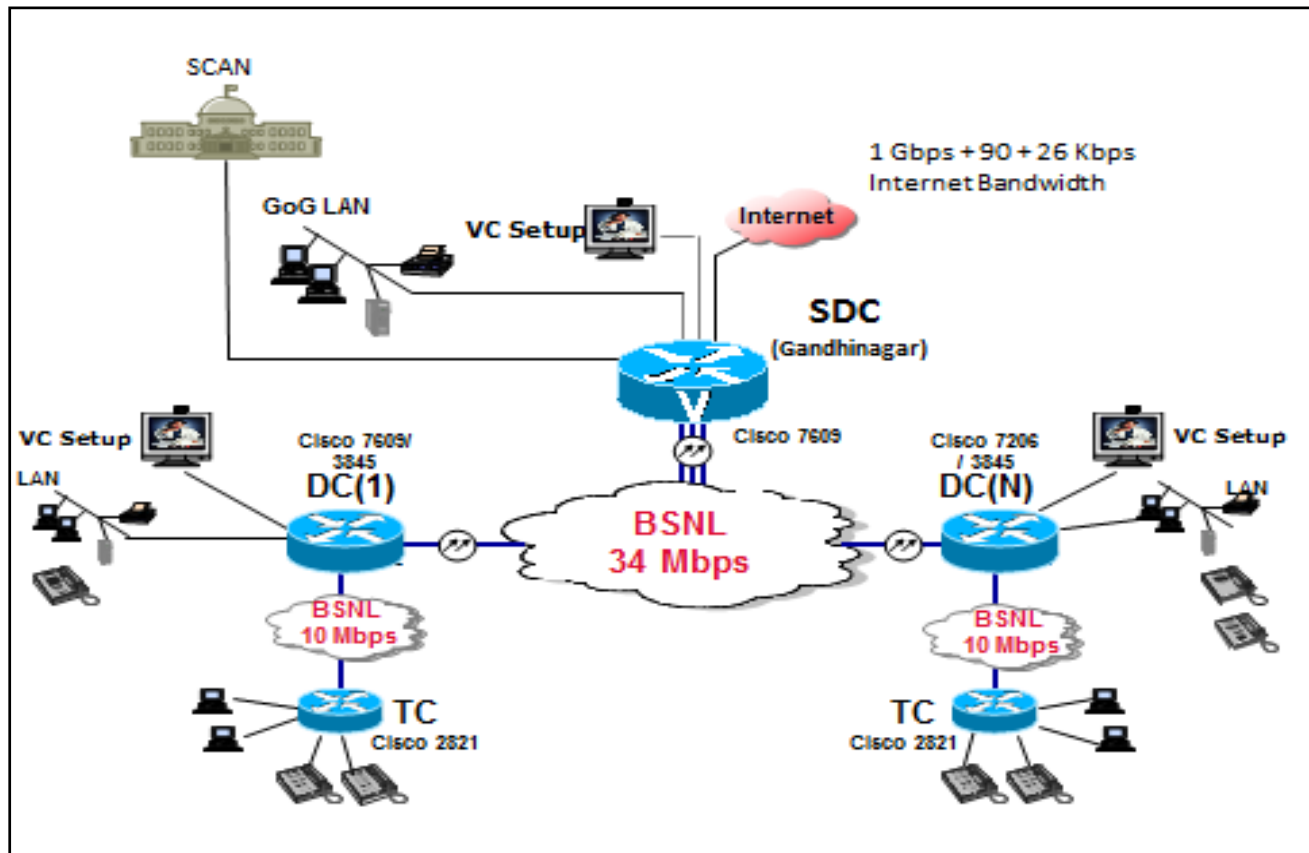


Fig 1.3 Existing Network – Tier II & III (DC to TC)

1.3 Proposed Network Architecture

Upgraded GSWAN is envisaged to be upgraded as next-generation intelligent network that can deliver a wide variety of advanced, value-added services. Integration components, including Layer 3 Network, Layer 2 Network, Traffic Engineering, Quality of Service (QoS) and IPv6 will enable creation of a highly efficient, scalable, and secure GSWAN that will be able to cater the desired Service Level Uptime and Availability.

Proposed network will be the ring architecture connecting districts across six (6) clusters as per below diagram. Up graded bandwidth details are mentioned below:

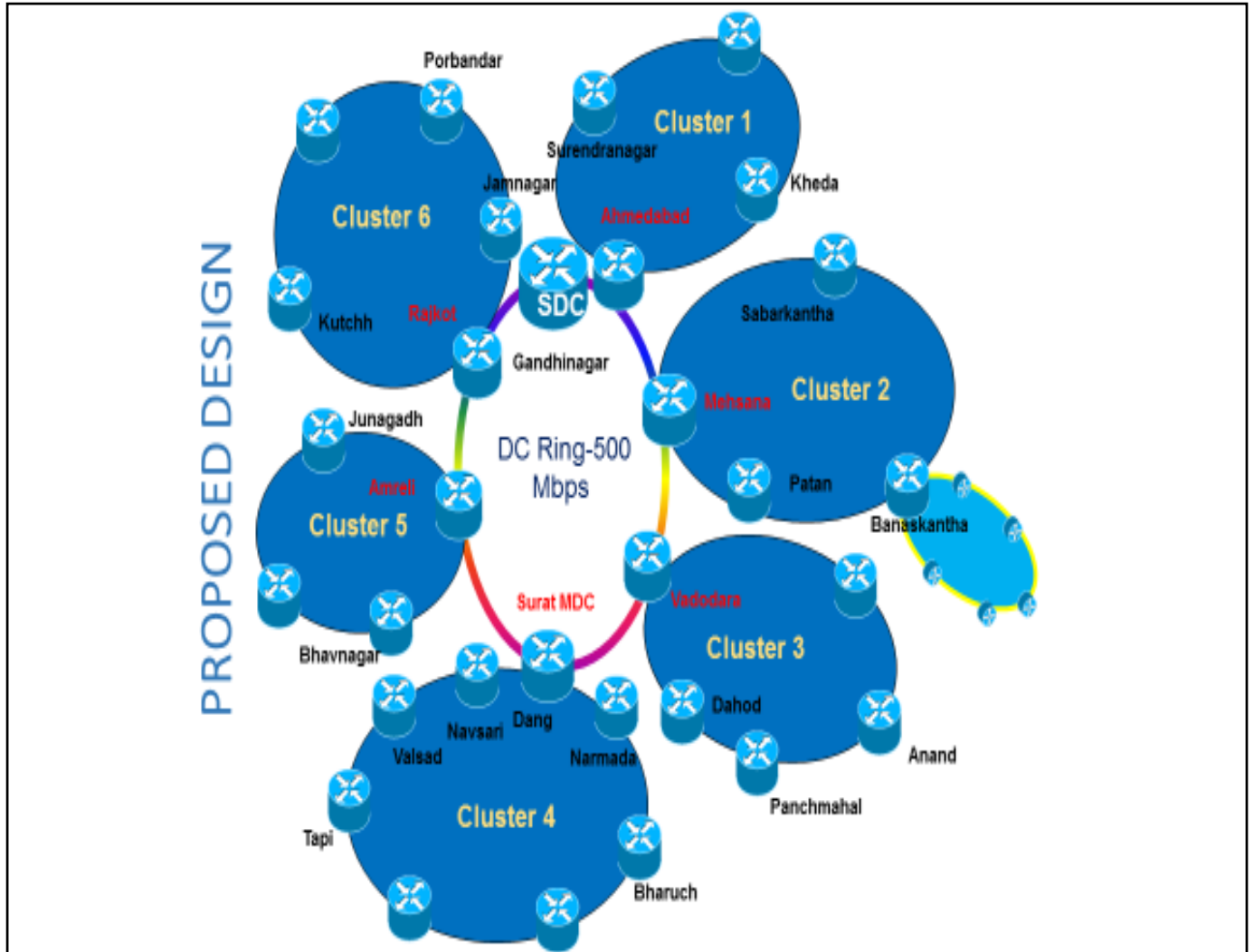


Fig 1.4 Proposed Core Network

- SC to DC Ring (Core Ring): Will be connected in 250Mbps redundant ring architecture
- DC to TC Ring: will be connected in 100/200 Mbps ring architecture
- PoP locations at DC: 50 Mbps

2) Gujarat State Data Centre (GSDC)

Government of Gujarat has set up Gujarat State Data Center (GSDC) in Gandhinagar, the State capital. GSDC includes 2600 sq. ft. of server & storage area, 600 sq. ft. of connectivity zone and 1300 sq. ft. of control room & utility area. Further, DST-GoG has planned to expand the existing GSDC area of 2600 sq. ft. to 3500 sq. ft. whenever it will be operationalised it will be considered as the part of Scope of work of successful bidder of this RFP. GSDC has been connected to all the Government offices through GSWAN infrastructure and is operationalized since 2008.

2.1 GSDC Overview:

Server and Storage Area: 2600 Sq. ft	<ul style="list-style-type: none"> • Capacity to put 82 full height (42U) Racks • Co-location/hosting of approx. 300+ Servers from various State Government Departments • Hosting of approx. 300+ Government websites and Applications • Storage capacity of approx. 900+ TB to store State Government and Citizen's critical information/data • Two sets of UPSs of 240 KVA capacity each to provide battery backup
Connectivity Zone (Network Room): 600 Sq. ft	<ul style="list-style-type: none"> • Firewall • Intrusion Prevention System • DMZ (Demilitarized zone) • Load Balancer for multiple ISP's link • Routers and Layer 2/3 switches for network
Control Room and Utility Area: 1300 Sq. ft	<ul style="list-style-type: none"> • UPSs and Battery banks • Panel Switches • Precision Air conditioners (PAC) • FM 200 Gas cylinders to protect against fire situation • Building Management System • 24 x 7 x 365 CCTV/Surveillance monitoring system • Water Leakage Detection System • Rodent repellent system • Access Control System • Fire Alarm System/Smoke Detection System
Network Operation Center (NOC) Area: 2500 Sq. ft	<ul style="list-style-type: none"> • 24x7 Monitoring and Management facility for GSDC and GSWAN • Operations and Management Team Seating arrangement for approx. 50+ personnel

Network & Security components are also being upgraded to support upgraded GSWAN.

SECTION: 2

SCOPE OF WORK

SECTION -2

Scope of Work

Third Party Audit Agency selected through this RFP would be required to monitor and audit various services and their performance provided by O&M Operator of GSWAN and GSDC and other associated vendors over the next 5 Years period as per the scope of work prescribed in this RFP. The bidders are expected to study the detailed scope of work. To have better understanding of the scope of work, the agency would need to:

- Study the RFP for up-gradation and operations & maintenance of GSWAN & GSDC. (Annexure)
- Study the policy guidelines, architecture, design and the services envisaged, processes, helpdesk procedures and security policy of the GSWAN & GSDC
- Understand the roles and responsibilities of various stakeholders such as DST, State Implementing Agency, GSWAN & GSDC O & M agency, Composite Team, user department etc.
- Study the SLA's between different stakeholders.
- Study the proposal of agency engaged for up-gradation & Operations and maintenance of GSWAN & GSDC to understand its offering and SLA commitments.

DST shall provide necessary documents related to above.

As mentioned in the project profile, DST/GIL is in process of upgrading GSWAN and GSDC. As per the current status of that RFP, successful bidder has been selected to execute the work and up-grade the equipment under GSWAN & GSDC. Monitoring of Installation/Commissioning and carrying out one-time FAT for newly installed equipment would be part of scope of work under this RFP. The upgradation of the equipment in GSWAN and GSDC is expected to be completed during the first year of contract under this RFP. During this period successful bidder would be expected to have resources which would be required to carry out one-time FAT of networking and other devices installed in the network as part of upgradation of GSWAN and GSDC. Bidders are expected to plan their resources to meet the scope of work of this RFP (Bidders are requested to refer Project profile and Annexure to this RFP for better understanding of the Scope of Work of up-gradation in process)

Further, all the equipment/infrastructure installed or upgraded from time to time at various locations under GSWAN and GSDC shall be under purview of this contract. The detailed list of the same shall be provided to the successful bidder.

Objectives:

The core objective for TPA is to provide assurance and audit services designed to monitor and assess the conformance by Operations & maintenance of GSWAN & GSDC and add value to improve the operations. It helps the State accomplish the GSWAN's & GSDC's objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of infrastructure, operations, service level management, control and governance processes. The third party audit agency will audit and/or Monitor the implementation, operations and maintenance, performance, security and compliance with the various standards/guidelines issued by DST/GIL, DeitY, GoI from time to time. The broad objectives of having TPA are to ensure that:

- GSWAN & GSDC operations and management control processes are adequate and functioning as intended.
- Administrative control of data and its confidentiality, security and privacy is with the State Government de-jure and de-facto.
- Significant financial, managerial, and operating information is accurate, reliable, and timely.
- Interaction with the various stakeholders occurs as needed.
- Risks are appropriately identified and managed.

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- The Agency's actions, appointed for up-gradation as well as Operations & management of GSWAN & GSDC, are in compliance with laid down policies, standards, procedures, and applicable laws and regulations.
- Quality and continuous improvement are fostered in the GSWAN & GSDC operations and management processes.
- Provide periodic inputs and reviews on necessary technical framework, architecture, solutions etc., as and when requested by DST/GIL.
- Has to carry out and/or part of the FAT team whenever there is a new equipment/infrastructure installed/up graded at Gujarat State Data Center or in core network of GSWAN.

Opportunities for improving the processes, policies, standards, administrative and management control, and the GSWAN & GSDC buy-in for the line department may be identified during audits will have to be communicated to the DST, GoG.

1) The Scope of Work for the Third Party Auditing agency shall be broadly categorized as mentioned below:

To ensure the consistency and comparability of the audit on a regular basis, the TPA must establish an audit methodology, process, framework and procedures in discussion with DST, GoG. Create a framework and procedure for carrying out the audit. In cases of significant non-compliance, establish a mechanism to resolve audit observations. Prepare various templates required to be filled in by the various stakeholders involved in the audit process. Prepare annual audit plan including stated audit areas and controls. Following is the minimum list of audits to be carried out by TPA:

- a) NMS Audit
- b) Inventory Audit
- c) Security Audit
- d) Helpdesk Audit
- e) Audit of other services provided by & performance monitoring of the GSWAN & GSDC Operator
- f) Audit of Bandwidth provided / commissioned by and performance monitoring of Bandwidth Service Provider
- g) Secure Configuration Review
- h) Security Incident & Event Management (SIEM) tool monitoring and Incident investigation
- i) Power efficiency Audit
- j) Service Level Agreement (SLA) Monitoring Audit
- k) Payment recommendation and Invoice verification
- l) Other scope

a) NMS Audit:

The objective is to check that NMS is configured for monitoring, to confirm device availability and other services, as envisaged. It shall include (but not be limited to) the following:

- Ensuring that the NMS and Helpdesk Management System are properly configured and the best practices are implemented.
- Ensuring that all SLA conditions are mapped into the NMS as per GSWAN & GSDC Operator SLA and SLA of ISP's.
- Ensuring that all the computers/PCs, servers, network devices, security devices, any other IT infrastructure devices, connectivity links/devices (LAN, WAN, Wi-Fi, Wireless) and SNMP enabled devices are discovered in to NMS.

- Ensuring that all required scripts and schedules are formulated, updated and incorporated in the NMS
- Ensuring that Helpdesk Management System has been fully integrated with NMS.
- Verifying the configuration/deployment parameters of the NMS & HMS and the process followed to verify that the SLA and all the system generated reports of GSWAN & GSDC devices/components are available as desired and are accurate, authentic and not tampered with.

b) Inventory audit:

The objective is to check and verify shall include (but not be limited to) the following:

- GSWAN & GSDC all the assets (covering entire vertical and horizontal segment of GSWAN & GSDC) including computers/PCs, servers, network devices, security devices, any other IT infrastructure devices, connectivity links/devices (LAN, WAN, Wi-Fi, Wireless) and SNMP enabled devices and any other additional item(s) / equipment(s) / tool(s) / device(s) / facilities(s) supplied, installed, integrated, configured and commissioned
- Specifications, make & model, warranty status where applicable of all the assets (Hardware & Software), active and passive components installed and managed by GSWAN & GSDC Operator.
- Physical verification once a year for the assets not discoverable in NMS
- Ensuring updation of Configuration Management Database (CMDB) in service desk tool
- Ensuring appropriate implementation of asset and inventory management module into the NMS.
- Maintaining a record of the changes/variations/shifting of devices etc. observed in the inventory. For this purpose, inventory details shall be maintained by GSWAN & GSDC operator.
- System generated Inventory register to be managed and maintained on daily basis.
- System generated change order for assets inventory to be managed and maintained on daily basis.

State wide Inventory Audit is to be performed by TPA on annually basis where he has to verify the actual inventory. Further TPA needs to submit the detailed inventory audit report to GoG specifically confirming followings:

- Shortage in Actual inventory in comparison to the Inventory details as per the inventory register, inventory available in NMS, inventory not available in NMS.
- Case to case analysis of Shortages, if any
- Audit report must have section on monetary losses to the Ex-chequer and means of recovery
- Maintain change order with up to date inventory register

c) Security audit:

The objective is to examine the GSWAN & GSDC security status against the industry standard and guidelines like CERT-IN, NCIIPC, ISO27001 & DeitY, GoI. It includes creation, review and assessment of Security framework, security policy and conducting gap analysis of GSWAN & GSDC to measure how well the ICT devices complies with the industry standard. It shall include (but not be limited to) the following:

- Reviewing the security policy of GoG related to GSWAN & GSDC including the following:
 - ❖ Rules, policies and configuration of GSWAN & GSDC network components such as router, switches, firewall, IDS/IPS, proxy server, SIEM, content filtering, authentication server, MCU for VCs, anti-virus, NMS, HMS, etc.
 - ❖ Encryption policy followed / implemented by GSWAN & GSDC Operator.
 - ❖ Password change and maintenance policies of network components of GSWAN & GSDC
 - ❖ Policy of granting access to the network

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- Preparation of different test processes, procedures and conducting audit as per the given standards and guidelines to find out gaps and risks across the network and suitable security policy opted and incorporated in the GSWAN & GSDC to maintain the security benchmarks as per the adopted standards.
- Performing vulnerability assessment (VA) and penetration testing (PT) of GSWAN & GSDC assets. It is to be carried out for servers, network devices of GSWAN & GSDC network and User departments.
- Should possess appropriate Vulnerability and Penetration Testing Tools and expertise. These tools should be deployed onsite and no cloud based tools will be allowed for VA/PT.
- Monitoring various aspects of security related parameters and SLA of GSWAN & GSDC Operator and taking appropriate action wherever required
- Checking the timely management of software updates/patches/versions for all the software components i.e. Operating System, Firmware, Management Software, Anti-virus, Security Software or any other software, IOS etc.,
- Physical and Environmental verification through site visits on sample basis
- Review of security controls defined and implemented for GSWAN and GSDC
- Review of controls implemented in-line with DeitY guidelines
- Security audit of Website and Application:
 - Has to review/monitor the security audit process of website and applications performed by the vendor engaged by DST/GIL.
 - Has to ensure that whenever there is a major change in the website and/or application hosted at GSDC it has to be audited by the agency engaged by DST/GIL.
 - Has to review the Security Audit Certificate submitted by the audit agency and verify the existence of any vulnerabilities (if any) still present in the website/Application
- Would require to conduct code review of various software/applications hosted at GSDC with Objective to find mistakes overlooked into the initial development, improving overall quality of software and to remove common vulnerabilities such as memory leaks, buffer overflows etc. parameters for improving software/application security focusing on Functionality Code Review, Security Static Code Review and Quality Static Code Review.

d) Helpdesk audit:

The objective is to check the effectiveness and efficiency in delivery and support of IT services offered to GSWAN & GSDC end users by GSWAN & GSDC Operator through existing helpdesk setup, service desk operations and maintenance as per the ISO 20000, ITIL standards and compliance in this respect. It shall include (but not be limited to) the following:

- Checking whether the Helpdesk Management System (HMS) is implemented from an ITILv3 perspective by GSWAN & GSDC Operator and is integrated with NMS for ensuring 360° functionality including operations, management and monitoring.
- Audit of service operation procedures followed for service desk operations and services provided by the GSWAN & GSDC Operator & all ISP to the end users as per SLA
- Audit of all stages of IT Service Management as per relevant ISO standards like 20000, ITIL and checking for service manageability and compliance.

e) Audit of other services provided by GSWAN & GSDC Operator

The objective is to monitor and audit the performance of the GSWAN & GSDC operator, as defined in the SLA. It comprises but is not limited to following (Analysis and audit of following reports (as may be applicable):

- Trend Report, MIS reports, SLA reports and other reports as desired by GSWAN & GSDC Operator;

- IMAC (Install, Move, Add, Change) Report;
- Exception report indication all calls completed beyond SLA, with calculation of non- performance deduction;
- Report on planned Preventive Maintenance schedules;
- Reports related to Equipment, servers and Network Availability, Uptime, Downtime, Utilization and other quality parameters including those effecting SLA and cannot be measured using NMS;
- Physical verification on sample basis of other quality parameters including those effecting SLA and cannot be measured NMS
- Root Cause Analysis (RCA) reports of all SLA and critical services failure and any other major problems for its compliance as per SLA
- NMS reports, HMS reports, Virus Management reports, SPAM Statistic report etc. generated from NMS;
- PAT/UAT/FAT reports; and
- Any other customized reports

f) Audit of Bandwidth provided/commissioned by and performance monitoring of Bandwidth Service Provider:

The objective is to monitor and audit the performance of Bandwidth Service Provider, as defined in the SLA/work order. It comprises but is not limited to following:

- Audit of the bandwidth provided by Bandwidth service provider at each location i.e. Across GSWAN and GSDC (but not limited to) the following:
 - ❖ Whether bandwidth is provided as per the work order and/or SLA at each location
 - ❖ Whether quality and performance of bandwidth is as per work order and/or SLA signed in terms of
 - ❖ Latency, Jitter, packet drop, internet downtime etc.
 - ❖ Quality of installation work done by the Bandwidth Service Provider with respect to laying of Cables/OFC, installation of Modems/MUX etc.
- Proactive monitoring of links provided by the bandwidth service provider to see that services are being provided by the ISP as per the work order and SLA
- TPA would appraise the State about the health of the network through reports indicating the bandwidth utilization, scalability requirements as per the current and envisaged State level applications etc.

g) Secure Configuration Review

Would be required to carry out configuration audits of all the assets i.e. Servers and Network devices under the scope of GSDC and GSWAN on half yearly basis. This audit focuses on verifying the configuration parameters of operating systems of Servers, IPS, IDS etc.

h) SIEM tool monitoring and incident investigation

- To identify the monitoring parameters, parameters and advise on process improvements and technical improvisations
- To identify the events being generated
- To investigate the incidents to identify the root cause
- To identify, investigate & suggest any operational, functional issues in the IT Infrastructure by performing log analysis.

i) Power Efficiency audit

Would be required to carry out power and safety audits on periodic basis in-line with leading industry practices and provide report and recommendations. Some of the activities include:

- Electrical Bill Analysis
- Demand Analysis
- Power factor improvement

j) SLA Monitoring Audit

- Define SLA review process and reporting on the SLA's defined for measuring the performance of GSWAN and GSDC Operator.
- SLA monitoring and review of all the SWAN and SDC vendors e.g. Bandwidth providers, Wireless Link Connectivity providers, cabling vendors, etc.
- Verification of MIS reports related to uptime, downtime of the GSWAN and GSDC assets to measure the health parameters.

k) Audit & recommendations of Vendor Payments/Estimates:

has to review and verify invoices/estimates of all the vendors associated with DST based on SLA/ Work order/ Purchase order and other relevant documents.

1) **Audit of Payment and estimates:** DST, Government of Gujarat makes payments to various agencies for goods and services provided by them as per contract(s). This includes

- Internet Bandwidth, Leased line, PRI lines, Wi-Fi at SCAN
- Sachivalaya Integrated Communication Network (SICN) voice and data expansion services and equipment, AMC of SICN existing equipment and services,
- Horizontal last mile connectivity expansion payment for JFC/OFC/Cat-6 cable laying, LAN cabling, wireless radio and mast and their AMC, OBVAN for mobile VSAT connectivity, web casting and payment to agencies for LAN, WAN equipment and VC equipment and Servers and their AMCs.
- Quarterly payment to O&M operator.
- Quarterly payment of other vendors associated with the GSWAN/SICN/SCAN/GSDC project under DST, GoG.

TPA shall be responsible for verification; validation of all the invoices submitted and will recommend eligible payments according to milestones in contract/SLA/work order/Purchase order for all currently running contract and future contracts to be entered by DST except for the horizontal last mile connectivity expansion through JFC/OFC/Cat-6 cable laying, LAN cabling and Wireless Link connectivity, as this would be handled by the O&M Operator. The Details of Time limit provided for the verification of vendor invoices are as mentioned below:

I. Verification of invoices pertaining to quarterly payment:

- **O&M operator of GSWAN & GSDC:** Within 20 working days from the date of receipt of complete file. [Only after complete file is submitted, as per the checklist - which is already shared with O&M Operator. Incomplete file will not be accepted and hence, TPA to inform DST-GoG and O&M operator on the date of acceptance of file]
- **Other Vendor invoices (except for Horizontal expansion):** Within seven working days (Only after complete file is with all the required supporting documents are enclosed). Incomplete file will not be accepted and hence, TPA to inform DST-GoG and O&M operator on the date of acceptance of file.

II. Invoice raised against PO/WO issued by the DST, GoG for Material/service delivery:

- **On successful delivery of material:** Invoice raised by the vendor on successful delivery of Material as per the PO/WO should be cleared *within 07 (Seven) working days* (Invoice will be accepted only if all the required supporting documents are enclosed) and in case of any discrepancies or shortage of

supporting documents same has to be communicated to the vendor at the time of submission only and invoice can be returned.

- **On Successful installation of Material:** Invoice raised by the vendor on successful installation of Material as per the PO/WO should be cleared within 10 working days [Invoice will be accepted only if all the required supporting documents are enclosed by the vendor and in case of any discrepancies or shortage of supporting documents same has to be communicated to the vendor at the time of submission only and invoice can be returned]
- **Invoice raised for Final Payment:** Final invoice raised by the vendor on successful completion of work as per the terms and condition of PO/WO should be cleared within seven working days [Invoice will be accepted only if all the required supporting documents are enclosed by the vendor and in case of any discrepancies or shortage of supporting documents same has to be communicated to the vendor at the time of submission only and invoice can be returned].

III. **Invoices raised against other work/services for e.g. Internet Bandwidth, leased line, PRI lines:** Within seven working days from the date of receiving of invoices by the TPA

IV. **Verification and submission of recommendation on Estimates/survey reports submitted by the GSWAN O&M operator:** GSWAN O&M operator will submit the detailed feasibility study report containing details of technical and financial estimates of work to be carried out by the empanelled agency under LAN cabling Rate Contract or Wireless Link Rate Contract. TPA shall be responsible for verification and validation of the survey reports submitted by the GSWAN O&M operator and submission of final recommendation. TPA report must contain details such as capacity and bandwidth availability diagram of source of connectivity, Item-wise BoM, etc.

V. **Verification and submission of recommendation on Estimates/Survey reports submitted against the complaint raised by the user departments:** TPA shall be responsible for verification and validation of the reports submitted by the vendor and submission of final recommendation. TPA report must contain details such as detailed analysis of complaint and proposed resolution, capacity and bandwidth availability diagram of source of connectivity, Item-wise BoM, etc.

I) Other Activities:

- 1) Third Party Audit shall include monitoring the performance of the GSWAN & GSDC with a view to ensuring desired Quality of Service (QoS) by the O&M Operator and Bandwidth Service Provider(s), as defined in the respective SLA's (Service Level Agreement). These Guidelines define the broad areas of work, which TPA shall perform during the contract period. The TPA would also be responsible for providing technical guidance in terms of decision support for further expansion, procurement plans and security aspects of GSWAN & GSDC. The TPA would provide inputs for preparing the draft RFP for this purpose.
- 2) TPA will oversee the operational performance of the GSWAN & GSDC in accordance with technical & operational requirement prescribed in the O&M Agreement signed between DST, GOG & the O&M Operator and any other agreement/s signed between DST, GOG and other agency. DST, Government of Gujarat using NMS tool for third party auditing and SLA monitoring purpose. DST, Government of Gujarat will upgrade and update the same for the use of for monitoring purpose. TPA has to perform Network performance service level management (NPSLM), including following tasks-
 - Monitor the network on daily basis, co-ordinate with operator for resolution in the event of any problem
 - Interact with operator/s of the network and user department;
 - ISP SLA mapping with NMS

- Co-ordinate with various ICT service provider
 - Provide MIS reports relating to uptime, downtime on weekly, monthly & Quarterly basis.
 - Certify the network availability for various activities based on agreed parameters. This certificate has to be provided on quarterly basis on which the Quarterly payments would be released to the Operator.
- 3) The TPA is required to support DST, GoG and co-ordinate for future expansion of GSWAN and GSDC.
- 4) The TPA is required to audit and monitor the Video conferencing at end-user offices located at SC, DC or TC or any other defined office across the State to carry out Video –conferencing on GSWAN network. At present, VC equipment are installed and used at 33 District Collectors & District Development offices, Police/DSP offices at district level and 248 Taluka mamlatdar offices, and between district jail and courts etc.
- 5) **Last Mile Connectivity:** At present, TPA GSWAN carries out Final Acceptance Test (FAT) of all the horizontal links connected to GSWAN. However, it has been decided that under the new Contract for Operation & Maintenance of GSWAN and GSDC, the FAT will be responsibility of O&M operator in case of GSWAN and for GSDC, TPA will be part of team comprising members from SDC Composite team and O&M operator which will carry out FAT. Third party auditor selected through this RFP will be responsible for monitoring the FAT carried out and certify that FAT was done as per process set by DST/GIL.
- 6) TPA is required to co-ordinate with the concerned stakeholder to ensure availability of GSWAN connectivity at last mile (across the state) through mobile VSAT VAN for web casting and Video conferencing various events of Hon'ble CM/Dignitaries. DST/GIL will ensure the availability of resources required like; Mobile VSAT VAN, Bandwidth required for operation etc.
- 7) **Manpower:**
- 7.1 TPA is required to assess and provide dedicated manpower required for entire contract period as per the Scope of work of this RFP. It is expected that such skilled manpower should be deployed to perform the activities assigned as per the Scope of work of this RFP.
- 7.2 However, it is expected that the Project Manager of the proposed team must possess qualification and experience as mentioned below:
- B.E. /B. Tech with MBA Certified in Project Management certifications like PMP/ PMI etc.
 - Overall experience of more than or equal to 10 years in large scale IT infrastructure project management including last 5years as an auditor
 - Experience in working with State/Central government project will be an added advantage
 - Should have relevant technical and managerial experience in design and monitoring of WAN Projects and/or Data Centre Projects
 - Should have relevant experience in Problem Identification, Cause Analysis, Reporting and Escalation
 - Should have experience in interpreting and monitoring of SLAs at various levels and calculation of payments based on SLA performance of the bidder
 - Should have ability to lead, motivate and direct the team to achieve the business objectives.
 - Should have ability to anticipate and address the project risks.
 - Should have excellent oral & written communication skills.
- 7.3 Wherever required, DST/GIL will allot space to TPA's team for office establishment including Power, Furniture and an intercom connection for communication with DST/GIL. Arrangement of equipment for TPA's team (like laptop/workstation, printer etc.) shall be TPA's responsibility.

- 7.4 TPA has to visit various locations within the state to perform the task assigned and all the expenses pertaining to the same will be borne by the TPA.
- 8) TPA has to ensure compliance in accordance with the various standards e.g. ISO 27001:2013, ISO 20000, ITILv3, ISO 22301, ISO 27032 etc. Further, TPA has to ensure full adherence to the latest guidelines whenever these standards get revised.
 - 9) Acceptance Test for Changes/Expansion implemented in the network: While designing of horizontal expansion or setting up of new PoPs of GSWAN along with BoM, Technical specification & plan estimates would be prepared by the O&M operator; however, TPA shall audit such designs and review the detailed acceptance test plan in consultation with the GSWAN O&M operator/equipment or service providers.
 - 10) TPA would conduct review and audit of the process/plan/Acceptance Test carried out by the O&M Operator/equipment or service providers.
 - 11) TPA would issue the completion certification, on assurance of compliance of all the required components and services performed by the O&M operator's/service providers.
 - 12) **Exit Management process support:** This role is envisaged with the objective of ensuring preparedness of the State at all the time for any eventuality resulting in the termination of contract with O&M Operator, Bandwidth Service Providers or any other agency. TPA audit includes support/ advice in the event of exit of the O&M operator. The Agency would:
 - Audit, Review and provide recommendation on exit management plan & process as per the contract.
 - Advise GoG on documentation, process and procedures necessary for taking over the network from the O&M operator.
 - Provide advisory support during the transition period from the current O&M operator to the new O&M operator.
 - Review the plan and conduct readiness audit of the State on a Yearly basis.
 - 13) The TPA would audit the overall Physical and IT infrastructure management processes as per ISO 20000 framework including Monitoring, Maintenance and Management of the entire Data Centre & SWAN infrastructure at DC / TC level, along with providing Helpdesk services and provide recommendations to the State.
 - 14) TPA would review and analyse the services provided through SDC and its delivery mechanisms to different line departments and post analysis of the same, would submit a report with recommendations to the DST, GoG. It would review the Change Management, communication plan, configuration management, availability management, service level management etc. to ensure proper processes are in place for GSDC & GSWAN operation and maintenance.
 - 15) Review and audit the capacity and utilization plan developed by the O&M operator and identify gaps.
 - 16) TPA would also audit the process and controls followed by the System Integrator in order to ensure smooth & seamless integration of GSDC with GSWAN and CSCs.
 - 17) Any relevant documentation required to perform above Services such as logs, reports, system documentation, procedures would be made available to the TPA by the respective agencies. However, any tool for VA and penetration testing, desktop/laptop and any logistics requirements would need to be arranged by TPA.
 - 18) TPA shall be bound to performs any other duties including technical scrutiny as and when assigned by DST/GIL.
 - 19) TPA would be responsible for review, monitor and recommend on quality of work performed by the any vendor including O&M operator selected by DST/GIL.

20) **Roles & Responsibility Matrix:** Following table defines the minimum Roles and Responsibility of the stakeholders involved in GSWAN and GSDC project activities:

S/N	Activity	Composite Team	Call Center/ Helpdesk	O&M Operator	TPA
1	Expansion/restructuring of GSWAN including new Horizontal Links	-	-	UAT/PAT & FAT	Review & monitor
2	Expansion/restructuring of GSDC (IT & Non IT)	Review, monitor & FAT	-	-	UAT/PAT / FAT
3	Network Monitoring System (NMS)	UAT & FAT	-	Installation, commissioning and management	FAT, Review & Monitor
4	Operation & Management of GSWAN & GSDC	Overall Supervision	-	Overall Management	Review & monitor
5	Call Centre/Helpdesk/ NOC (24x7x365days)	-	Overall Management	Installation and commissioning	UAT/FAT, Review & Monitor
6	Periodical Auditing of the SWAN & GSDC	Overall Supervision	-	-	✓
7	Onsite inspection and verification: a) New Horizontal Links/PoPs b) Addition/removal of any Network components	-	-	✓	Review & monitor
8	Periodic Inspection of Overall Infra (IT & Non-IT)	Overall Supervision	-	-	✓
9	LAN/WAN connectivity management	-	-	FAT and O&M	Overall Supervision
10	Periodic review of SICN/SCAN/Wi-Fi etc. projects	-	-	Handholding	Review & Monitor
11	Web casting of Events (VC/Mobile VSAT VAN)	-	-	Execution with support of other agencies	Overall Supervision

Note:

- M/s GIL, State Designated Agency for GSWAN and GSDC will provide overall supervision for all activities carried out under GSWAN and GSDC.
- DST/GIL will provide the overall assistance to all the concerned stakeholders as and when required.
- Agency selected by DST/GIL for providing Comprehensive Annual Maintenance contract will have to co-ordinate with the O&M operator and Third Party Auditor to provide the resolutions of complaints logged on central call centre/helpdesk/NOC.
- DST/GIL may reserve the rights to add/amend roles and responsibility matrix as and when need arise.

2) Key Deliverables & MIS Report with Periodicity:

S No	Deliverables	Periodicity
1.	Completion/acceptance report for the work carried out by the Network Operator for PoPs (SHQ, DHQ, BHQ) and/or co-located and remote offices after Partial Acceptance Test (PAT)	As and when required
2.	Completion report for SHQ, DHQ, BHQ and co-located & remote offices after Final Acceptance Test (FAT) depending on the project plan defined in the RFP/contract.	
3.	Handing over and taking over as per the Exit Process defined in the bid	
4.	Performance Audit of all ICT components including (but not limited to) following: <ul style="list-style-type: none"> Assessment parameters based on various policies and guidelines issued by GoG, DeitY on strengthening ICT infrastructure components from time to time. List of measurable parameters for all ICT infrastructure components. Map the SLA conditions and timelines into NMS. Formulate and coordinate the processes for adoption among all the stakeholders and agencies Formulate various templates for reporting mechanism 	Half yearly
5.	Carry out Root Cause Analysis (RCA) activities	As and when require
6.	Report on all ICT Infrastructure device availability	Quarterly
7.	Reports relating to manpower, server, system and network availability, for uptime, downtime, performance benchmark of all the ICT and Non-IT infrastructure components to measure the health	Monthly
8.	Security Audit Report	Half yearly
9.	Exit Readiness Report	Yearly
10.	User Satisfaction Survey	Quarterly
11.	ICT Infrastructure Audit: Inventory audit report including executive summary, checklist and compliance	Quarterly
12.	Reporting & Updates to DIT: TPA would be responsible for periodic reports preparation which will be sent to the STQC as well as DIT in prescribed formats from time to time for information by DST.	Quarterly
13.	Helpdesk Audit	Quarterly
14.	Internet Bandwidth availability report	Quarterly
15.	Secure Configuration Review	Yearly
16.	Security Incident report (SIEM)	Quarterly
17.	Vulnerability Assessment and Penetration Testing Report	Half Yearly
18.	Security Devices Availability Report	Quarterly

SECTION: 3

ELIGIBILITY CRITERIA

Section 3

Eligibility criteria

S/ N	Eligibility Criteria	Attachments
1.	Bidder should be registered under Indian Companies Act, 1956 or Limitation Liability Partnership (LLP) Act, 2008 and should have been operating for the last five years as of 31st March 2015 (Any type of Consortium is not allowed)	Certificates of incorporation AND Self-Declaration Certificates
2.	The Bidder must have demonstrable experience and expertise in providing Third Party Auditor services. The Bidder must be in the TPA business for more than 5 years. i. The bidder must have minimum experience/expertise in performing TPA role in project(s) having more 2000 Horizontal offices connected through Wide Area Network OR Experience/expertise in performing Data centre operator role in project (s) having data centre of more than 2500 sq. ft. in area.	i. A Self Certified letter with detailed description of project executive and tasks performed.
3.	Bidder must have turnover of at least Rs. 50 Crore in each of the last three financial years as on 31 st March, 2015 in providing Third party auditor Services from IT / eGovernance sector.	Provisional / Audited Balance Sheet & Profit/Loss Account of last 3 Financial Years. AND Self-Declaration Certificate
4.	The bidder should hold following certifications valid on the date of bid: a) ISO-27001:2013 b) ISO-9001	Copy of valid certificates.
5.	Existing O & M Operator as well as newly selected O & M operator of GSWAN & GSDC and existing TPA of GSWAN & GSDC cannot participate in this bid.	

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 rejection.

SECTION: 4

BID EVALUATION

1) Pre-qualification evaluation: The Bidder should have submitted

- a. Bid Processing fees of Rs. 5000/- in the form of Demand draft in favour of “Gujarat Informatics Limited” payable at Gandhinagar / Ahmedabad.
- b. Earnest Money Deposit of Rs. 10,00,000/- in the form of Demand draft or unconditional Bank Guarantee in favour of “Gujarat Informatics Limited” payable at Gandhinagar/Ahmedabad.

Bidders who have submitted the valid EMD and non-refundable bid processing fee shall be considered for further evaluation. If bidders fail to submit the bid security and non-refundable bid processing fee as per this RFP document, the Bid shall be out rightly rejected.

2) Technical Evaluation

The eligible bidders as per the eligibility criteria (section-3 of this RFP) will be invited to make a presentation to the GIL/DST, GoG at a date, time and location notified by the GIL/DST, GoG. The purpose of such presentations would be to allow the bidders to present their Approach & Methodology to the committee and the key points in their proposals.

Technical Evaluation Matrix (Max Marks -50)

S. No	Criteria	Presentation covering key Points	Max. Marks
1	The bidder must have minimum experience/ expertise in performing TPA role in project(s) having more 2000 Horizontal offices connected through Wide Area Network OR Experience/expertise in performing Data centre operator role in project (s) having data centre of more than 2500 sq. ft. in area.	1 projects = 5 Marks 2 projects = 10 Marks 3 projects = 15 marks more than 3 = 20 marks	20
2	Understanding of Scope of Work and Detailed Approach & Methodology	Approach and Methodology	15
		Proposed technical resources	15

- a) The bidders have to submit the above information along with the details in the appropriate forms illustrated in “Technical Evaluation” given above. Further the bidders are required to provide the following: The Documents and Information with regard to the qualification criteria listed at clause 1 of this section.

I. Notice of Intent to submit proposal in response to RFP Notice as per Form of Annexure.

- Each page of the RFP response must be signed and stamped by the authorized signatory of the bidder who has the Power of Attorney to commit the bidder to contractual obligations.
- The bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with State Government Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.
- The proposal will include a ‘Power of Attorney’ letter for “Authorized Signatory”

Proposal for Single Third Party Agency for DST, GoG

- b) Depending on the evaluation methodology mentioned in above table “Technical evaluation Matrix” each Technical Bid will be assigned a technical score out of a maximum of 50 marks as per the aforementioned Technical Evaluation Criteria Table.
- c) Bidders securing Minimum qualification marks of 70% out of total marks of 50 will be further qualified for financial bid section.
- d) GIL/DST, GoG’s decision in this regard shall be final & binding and no further discussion/interface will be held with the bidders whose bids are technically disqualified / rejected.

3) Financial Evaluation

- Only the Commercial bids of those bidders who qualify the technical evaluation will be opened and evaluated to determine L1 bidder.
- All other Commercial bids of technically disqualified bidders will be returned un-opened.

Notification of Award: The acceptance of a tender, subject to contract, will be communicated in writing at the address supplied by the bidder in the bid document. Any change of address of the Bidder, should therefore be promptly notified to the State.

Signing of contract: The Selected Bidder shall be required to enter into a contract, including any agreements reached during the negotiation process, if any with the Authorized Representative, GoG, within fifteen days of the award of the contract or within such extended period, as may be specified by the Authorized Representative, DST, GoG. This contract shall be on the basis of this document, the Bid submitted by the Bidder, the letter of intent and such other terms and conditions as may be determined by the authorized representative, GoG to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

Note:

1. Government of Gujarat reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for department’s action.
2. **Failure to agree with the Terms & Conditions of the RFP/Contract:** Failure of the successful Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award, in which event GoG may make the award to the next Best Value Bidder or call for new Bids.
3. Subletting is not allowed in full or part of the assignment.

SECTION: 5

INSTRUCTION TO BIDDERS

SECTION -5

INSTRUCTION TO THE BIDDERS

1. COST OF BIDDING

- 1.1. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Government 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.
- 1.2. Bidder is requested to pay Rs. 5000/- 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.

2. BIDDING DOCUMENTS

Bidder can download the bid document and further amendment if any freely available on <https://www.gujaratinformatics.com> 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.

3. CLARIFICATION ON BIDDING DOCUMENTS

Bidders can seek written clarifications on or before pre-Bid to DGM (Tech), Gujarat Informatics Ltd., 8th Floor, and Block No. 1, Udyog Bhavan Gandhinagar 382017. GIL/DST (GoG) will clarify & issue amendments if any to all the bidders in the pre-bid meeting. No further clarification what so ever will be entertained after the pre-bid meeting date.

4. AMENDMENT OF BIDDING DOCUMENTS

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.

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.

6. SECTION COMPRISING THE BIDS

- 6.1 The quotation should be scan-able and distinct without any option stated in.
- 6.2 All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded. The bid uploaded shall have the following documents:
 - a) **Bid security Section:** The bid security & bid processing fee (non-refundable) to be furnished to GIL office in the form of demand draft in favour of "Gujarat Informatics Ltd." payable at Ahmedabad/Gandhinagar before opening of un-price bid. The details are required to be filled in this section.

b) Eligibility & Technical Section:

Financial Capabilities (In the Prescribed Format Only: Form A)

Technical Capabilities (In the Prescribed Format Only: Form B)

Compliance Statement (In the Prescribed Format Only: Form C)

Bid letter form (In the prescribed format only: Form D)

6.3 Price bid Section: Priced bid (in the prescribed format only->Section: 6)

7. BID FORMS

7.1 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.

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

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

8. FRAUDULENT & CORRUPT PRACTICE

8.1 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.

8.2 "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.

8.3 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).

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.

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 is 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.

11. BID PRICE

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

11.2 The Financial bid shall indicate charges payable as per Section-5 for 5 year and terms thereof for providing required services as per this RFP. The bidder shall quote fix yearly charges. A bid uploaded with an adjustable price quotation will be treated as non- responsive and rejected.

11.3 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.

11.4 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.

11.5 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.

- 11.6 The bidder should provide calculations for the quoted charges, without which the bid is liable for rejection. Any arithmetical errors in these calculations will be on bidders account.
- 11.7 Bidders may verify the actual distances between the PoPs before quoting for the same and may undertake a survey, if required.
- 11.8 Offered price should be exclusive of all applicable taxes. Bidder should mentioned & 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.
- 11.9 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.

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.

13. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- 13.1 The Bidder shall furnish, as part of the Bid, a Bid security for the amount of Rs. 10,00,000/- by Bank Guarantee, in favour of Gujarat Informatics Ltd., payable at Gandhinagar/Ahmedabad in India in a separate envelope. The un-priced bid will be opened subject to the confirmation of valid Bid security.
- 13.2 Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.
- 13.3 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement, and furnishing the Performance Bank Guarantee.
- 13.4 The Bid security may be forfeited at the discretion of GoG/GIL, on account of one or more of the following reasons if:
- The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form.
 - Bidder does not respond to requests for clarification of their Bid.
 - Bidder fails to co-operate in the Bid evaluation process, and
 - In case of a successful Bidder, the said Bidder fails:
 - To sign the Agreement in time
 - To furnish Performance Bank Guarantee

14. VALIDITY OF BIDS

- 14.1 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.
- 14.2 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.

15. Operational Penalties:

TPA agency is expected to provide appropriate services and deliverables as mentioned in this RFP. The TPA would be required to adhere to the periodicities of the audit process, requirements defined in this RFP to meet the Scope of work and associated deliverables.

15.1 Penalty for non-submission of Deliverables / Reports:

The TPA would be required to adhere to the periodicities of the audit process, requirements defined in this RFP to meet the Scope of work and associated deliverables. In case of any delay in

submission of deliverables/activities, a penalty of 0.5% of quarterly payment per week per deliverable will be levied. Penalty amount will be deducted from the Quarterly payment to be made to TPA or from the PBG submitted by the TPA.

- 15.2 **Delay in submission of FAT Report:** TPA has to submit the detailed FAT report duly signed and stamped within a week from the date of completion of FAT. Further delay in submission of FAT report solely on account of TPA, a penalty of Rs. 10,000/- per week will be levied.
- 15.3 **Delay in vetting of Survey/Estimates:** TPA has to verify the Survey/Estimates report submitted by O&M operator and submit its final recommendation on the same to DST/GIL within a week from the date of submission. Further delay in submission of recommendation solely on account of TPA, a penalty of Rs. 10,000/- per week will be levied.
- 15.4 **Penalty for error in recommendation:** "In case of any errors/ mistakes in the recommendations of payments for invoices of vendors, errors solely on account of TPA fault, a penalty of 0.5% per wrong recommendations during the period of quarterly payment will be imposed, with a maximum penalty cap of 10% of the Quarterly Payment value. "Definition of errors or mistakes in the above context is limited to only calculation mistakes in payment recommendations and mistakes in recommendation of payment due to ignorance of terms and conditions in vendor's work order/ SLA during evaluation of the invoices. Other than above two conditions no other conditions will be liable for penalty to be levied to TPA." If the errors made are due to incompetence or deliberate & such errors are repeated two times then DST, GOG may terminate the contract with TPA.
- 15.5 The overall penalty would be capped at 10% of contract value.

16. BID DUE DATE

- 16.1 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.
- 16.2 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.

17. LATE BID

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

18. MODIFICATION AND WITHDRAWAL OF BID

- 18.1 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.
- 18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
- 18.3 No Bid may be modified subsequent to the deadline for submission of bids.
- 18.4 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.

19. OPENING OF BIDS BY GoG/GIL

- 19.1 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.
- 19.2 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.

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

20. CONTACTING GoG/GIL

- 20.1 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.
- 20.2 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.

21. 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.

22. EVALUATION METHODOLOGY

22.1 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.

22.2 Part – II (Financial Bid)

Bidders qualified as per the Technical qualification criteria defined in section-5 of this RFP will be short- listed and financial bids of those bidders will only be opened for evaluation and arriving at lowest (L1) bidder.

23. AWARD OF CONTRACT

- 23.1 Award Criteria: The Criteria for selection will be the lowest cost to GoG for the qualified bids. DST/GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.
- 23.2 DST/GIL 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.
- 23.3 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.
- 23.4 The successful bidders shall be engaged by DST/GIL to provide TPA services as per the scope of this RFP for an initial period of 5 Years extendable for 1 year. This 5 Years period will commence from the date of issuing of Letter of Intent/Award of Contract.

24. NOTIFICATION OF AWARD AND SIGNING OF CONTRACT

- 24.1 Prior to expiration of the period of Bid validity, GOG/GIL will notify the successful Bidders and issue Lol.
- 24.2 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.

25. FORCE MAJEURE

- 25.1 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 TPA. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The TPA 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.

25.2 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:

- 25.3 Natural events** ("Natural Events") to the extent they satisfy the foregoing requirements including:
- Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing.

- 25.4 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:
 - a) 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;
 - b) Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
 - c) Any event or circumstance of a nature analogous to any of the foregoing.

- 25.5 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;

25.6 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.

26. 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.

27. 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.

28. USE OF AGREEMENT DOCUMENTS AND INFORMATION

- 28.1 The TPA 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 TPA 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.
- 28.2 The TPA 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.
- 28.3 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 TPA's performance under the Agreement, if so required by the GoG.

29. RESOLUTION OF DISPUTES

- 29.1 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.
- 29.2 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.
- 29.3 The place of the arbitration shall be Gandhinagar, Gujarat.
- 29.4 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 29.5 The proceedings of arbitration shall be in English language.
- 29.6 The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 29.7 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

30. TAXES & DUTIES

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

31. BOOKS & RECORDS

TPA 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.

32. PERFORMANCE GUARANTEE

- 33.1 The TPA shall furnish Performance Guarantee as provided in the bid document to GoG for an amount equal to 10% of the value of Order.
- 33.2 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.
- 33.3 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.

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

33. PAYMENTS TERMS

- 34.1 The payment to the selected TPA shall be processed on quarterly basis on submission of report and fulfilment of other contractual obligations as per the Terms and Conditions of Service Level Agreement (SLA)
- 34.2 The TPA's request for the payment should be made at the end of each quarter by invoices along with the required supporting documents as defined in this RFP
- 34.3 DST/GIL or its designated agency shall verify all the supporting documents as prescribed and acceptable to GoG/DST.
- 34.4 On the receipt of such invoice after verification by the GoG/designated Agency and after deducting taxes and any penalties, DST/GoG shall pay the amount. The TPA shall furnish all the tax payment receipts to GoG/DST.
- 34.5 The currency of payment shall be Indian Rupees.
- 34.6 If there is any deficiency in the performance of Contractual obligations on the part of the TPA, the TPA shall be liable for the imposition of appropriate Penalties as specified in **clause 15** of this section and DST/GIL shall be entitled to deduct such Penalties at source while making payment to the TPA for the services provided.

34. SERVICE TERMS

- 35.1 The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 35.2 It is mandatory for Bidder to deploy qualified professional to provide the required services as defined under scope of work.
- 35.3 The Bidder has to submit regular schedule of technical man power availability & get it approved by GoG/, before deployment.
- 35.4 The Bidder needs to manage & maintain various records related to the services extended to the Government.
- 35.5 If required, the Bidder may need to coordinate and approach various agencies working for GSWAN.
- 35.6 The Bidder needs to maintain the required security of the network as per the DIT/GoG Security guidelines.
- 35.7 The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. TPA will have to submit the progress reports regularly, as per the guide line issued by GoG/.
- 35.8 The Bidder need to make its own arrangement for establishing outside/field communication. GoG will not provide any external / outgoing facility to other network.
- 35.9 Bidder shall submit details of various reports generated by NMS for e.g. availability, downtime, usage, fault & rectification, BER etc.

35. PROJECT IMPLEMENTATION

- 35.1 DST, Government of Gujarat will be Engineer-In-Charge of the Project and all Invoices, Vouchers, Bills for supplied services by the TPA under the scope of the work will be verified measured and accepted by the Engineer-In-Charge or its designated agency, for release of payment.
- 35.2 The TPA may have to work during Holidays and Sundays, according to the urgency of work. TPA will obtain such permission on his own in consultation with the Engineers-in-charge. It will be the responsibility of the TPA to co-ordinate with all other agencies of Government of Gujarat in order to obtain NOC required to execute the job.
- 35.3 TPA shall not disturb or damage the existing 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.
- 35.4 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.
- 35.5 TPA 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.
- 35.6 Any damage caused to the property of Government of Gujarat while executing the job shall be solely TPA's responsibility. In case any damage to the property is caused, the same will be recovered from the TPA. No extra cost shall be paid to the TPA for such reasons.
- 35.7 The TPA 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.
- 35.8 It is a turnkey project. The TPA 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.
- 35.9 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 TPA 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 TPA.
- 35.10 GoG reserves the right to visit any working site of the TPA with prior intimation. The concern TPA has to make necessary arrangement for the same.
- 35.11 The TPA 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 TPA during the said contract.
- 35.12 All work shall be performed and executed by the TPA in strict conformity with the engineer-in-charge / representative from GoG and any relative instruction issued to the TPA by the Engineer-in-charge time to time.
- 35.13 GoG shall associate few engineers / technicians during installation and commissioning work. The TPA shall ensure proper participation of the nominated personnel from GoG and train them on the related system.
- 35.14 The Operation and Management of proposed (new) network will be looked after by the GSWAN Operator, as per the terms and conditions of the Concession Agreement, GoG has with GSWAN Operator. The bidder will have to provide necessary training to the engineers of GSWAN operator.
- 35.15 The TPA, the GSWAN operator and the GoG / Third Party Agency will coordinate with each other for timely completion & commissioning of sites.

36. TERMINATION OF SERVICE

- 36.1. **Termination by DST/GIL, GoG** –DST/GIL, GoG reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 30 days' notice in writing if: -
- 36.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
- 36.1.2. In case GoG finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
- 36.1.3. In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;
- 36.2. **Termination by Successful bidder:** 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 TPA is due for more than 2 (two) consecutive quarters.
- 36.3. 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.

- 36.4. 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.
- 36.5. 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.

37. INDEMNIFICATION

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

38. LIMITATION OF LIABILITY

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

39. CONFIDENTIALITY

- 39.1. TPA understands and agrees that all materials and information marked and identified by DST/GIL as 'Confidential' are valuable assets of DST/GIL and are to be considered DST/GIL's proprietary information and property. TPA will treat all confidential materials and information provided by DST/GIL with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. TPA agency will not use or disclose any materials or information provided by DST/GIL without DST/GIL's prior written approval.
- 39.2. TPA agency shall not be liable for disclosure or use of any materials or information provided by DST/GIL or developed by TPA agency which is:
 - 39.2.1. possessed by TPA agency prior to receipt from DST/GIL, other than through prior disclosure by DST/GIL, as documented by TPA agency's written records;
 - 39.2.2. published or available to the general public otherwise than through a breach of Confidentiality; or
 - 39.2.3. Obtained by TPA agency from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to DST/GIL; or
 - 39.2.4. Developed independently by the TPA agency.
- 39.3. In the event that TPA agency is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, TPA agency shall promptly notify DST/GIL and allow DST/GIL a reasonable time to oppose such process before making disclosure.
- 39.4. TPA agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause DST , GoG irreparable harm, may leave DST/GIL with no adequate remedy at law and DST/GIL is entitled to seek to injunctive relief.
- 39.5. DST/GIL does not wish to receive the Confidential Information of TPA agency, and TPA agency agrees that it will first provide or disclose information which is not confidential. Only to the extent that DST/GIL requests Confidential Information from TPA agency, then TPA agency will furnish or

disclose Confidential Information.

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

SECTION: 6

PRICE BID

Section: 6

PRICE BID

S. No	Description	Total Charges for 5 Years	Tax (%) if, any
1	Third party auditor charges for the period of 5 Year (payable quarterly in 20 equal installments)		
Total (In Rupees)			

Note:

- The rates should be exclusive of all taxes. The applicable taxes should be quoted separately in appropriate column.

Annexure:

S/N	Item	QTY	Make & Model
1	Core Router for SDC (Type -1)	2	Cisco ASR 903
2	Aggregation Router for District (Type -2)	31	Cisco ASR 903
3	Taluka Router (Type -3)	248	CISCO C1 CISCO4451/K9
4	PoP Router(Type-4)	300	CISCO C1 CISCO2921/K9
5	HO Router(Type-5)	300	CISCO C841M 4X/K9
6	Internet Router for SDC (Type -5)	2	CISCO C1 ASR1006/K9
7	Layer - 3 (Type - 1) Switch for District Centers	33	CISCO WS C4507R+E
8	Layer - 3 (Type - 2) Switch for Taluka Centers	234	WS C3560CX 8TC S
9	Layer - 2 Gigabit 48 Port PoE Switch (Type - 3) for each Node	581	CISCO WS C2960X 48LPS L
10	Chassis based Server Switch (Type - 4) for SDC	2	CISCO C1 N7018
11	Failover Switch for SDC (Type - 5)	5	CISCO C1 WS3850 24S/K9
12	Wi-Fi Access Point (Indoor Type) compatible with existing WLAN Controller	1200	CISCO AIR CAP1702
13	Intrusion Prevention System (IPS) for SDC	4	CISCO FP8370
14	Firewall for SDC	2	FORTINET FG 300D
15	Appliance based Proxy Server + Content Filtering for SDC	2	CISCO WSA S690 10G K9
16	Application Load Balancer for SDC	4	ARRAY AW977998
17	48 Port Line Card for CISCO MDS 9513 SAN Switch	6	CISCO
18	Helpdesk/Contact Center Infrastructure for 15 Agents with Scalability of 50 Agents	1	CISCO BE7H M4 K9
19	Workstations for Helpdesk/Contact Center	15	HP Z230
20	33U Network Rack (800 mm Depth)	248	VALRACK
21	42U Network Rack (1000 mm depth)	60	VALRACK
22	42U Chill Rack	75	VALRACK
23	12U IP-55 Rated Rack for PoP	300	VALRACK
24	UPS 10 KVA with 2 Hr backup	29	ORION CROMA SERIES
25	UPS 5 KVA with 2 Hr backup	248	ORION CROMA SERIES
26	UPS 2 KVA with 15 Min backup	270	ORION CROMA SERIES
27	Non IT Physical Infra Management System for Fire, Temp, Smoke, Humidity detection, Alarm management and reporting for 33 Nodes	1	HONEYWELL EBI SUITE
28	4 Kg Dry Powder/Co2 based Fire Extinguisher with Installation with 5 Year Support	281	NA
29	Biometric Access Control Management with Time In - Time Out Attendance System for District Centers	33	HONEYWELL FINGERSCAN
30	Video Management System with Minimum 3 Month HD recording and monitoring at a Central NOC	1	CISCO VMS
31	Fix Dome HD 1080p CCTV with motion detection, Night Vision for District Centers	51	CISCO CIVS IPC 6030
32	Outdoor IP66 PTZ HD 1080p CCTV with Night Vision for Data Center	4	CISCO CIVS IPC 6930
33	Interior Works for District Center locations including Renovation, Paint work, Electrical and IT Structured cabling, provisioning of all IT and Non IT devices, Anti-Static Flooring, Cable Management, Glass Partitioning, Earthing provisions, Anti-termite treatment, water proofing, etc.	33	NA
34	Split Type 2 Ton Invertor Air Conditioners with Stabilizer	7	LLYOD
35	Cut-off Timer Device for Split Air Conditioners	66	NA
36	Virtual Tape Library - 60TB for SDC (EMC Data Domain 4200 - 2 TB SAS HDD, Part No. DD4200 2E30)	2	EMC DD4200
37	Tape Library	1	QUANTUM SCALAR I 500
38	Network Management and Provisioning Tool with centralized monitoring at a Central NOC	1	CA

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 - 382010

Gujarat, India

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

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 work order & acceptance thereof.

(v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

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 the validity of bids plus 90 days 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.

Dated at _____ on this _____ day of _____ YYYY.

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

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

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

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

same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/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.

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

Dated at _____ on this _____ day of _____ YYYY.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &

Its official Address

List of approved Banks

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.

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, YYYY ____ Between _____ (*Name of purchaser*) of _____ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and _____ (*Name of Supplier*) of _____ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (*Contract Price in Words and Figures*) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of _____

FORM A: FINANCIAL CAPABILITIES

Turnover			Net Worth		
2012 – 2013	2013 – 2014	2014 – 2015	2012 – 2013	2013 – 2014	2014 – 2015

Note:

1. Upload the audited financial statement/ audited annual report of the last three financial years.
2. Annual financial turnover during the last three years is ____ Crore (each year) against consultancy Services. Bidder shall upload documentary evidence.
3. Bidder should have a positive Net worth. In this regard bidder should upload a certificate in original from a chartered account.

FORM B: TECHNICAL CAPABILITIES**DETAILS OF PAST EXPERIENCE OF SIMILAR PROJECTS**

S. No.	Client Name	Project Name	Nature of Assignment	Project Details (as per Eligibility Criteria)	Contact details
1					
2					
3					
4					
5					

Note:

1. Upload the copy of successful work completion certificates from client, Work Order/ Purchase Order, Self-certificate of completion (certified by the statutory auditor or work order and phase completion certificate from client etc.
2. Please mention only those projects which meet the criteria of eligible bidder.

FORM C: COMPLIANCE STATEMENT

Sr. No	RFP Clause No.	RFP Clause	Complied / Not Complied	Comments
1				
2				

Note: The Clause by Clause Technical Compliance should be submitted by OEM duly signed by Power of Attorney.

Form D: FORMAT FOR BID LETTER FORM

(Shall be uploaded a scanned copy on Bidder's letterhead duly signed by Authorized signatory)

Date:

To,

DGM (Tech)

Gujarat Informatics Ltd.

Block-1, 8th Floor,

Udhyog Bhavan, Gandhinagar.

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

Ref: CONTRACT FOR _____.

Dear Sir,

With reference to above referred tender, I, undersigned <<**Name of Signatory**>>, in the capacity of <<**Designation of Signatory**>>, is authorized to give the undertaking on behalf of <<**Name of the bidder**>>.

We wish to inform you we have examined the bidding documents, we the undersigned, offer to provide the _____ as detailed in the above mentioned bid submitted by us.

If our Bid is accepted, we undertake to;

1. Execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time)
2. Provide the requisite services within the time frame as defined in the bid documents (and as amended from time to time)
3. Maintain validity of the Bid for a period of 180 days from the date of Bid opening as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Thanking you,

For <Name of the bidder>>

<<Authorized Signatory>>

<<Stamp of the bidder>>

Annexure

**Request for Proposal for Selection of Agency for Up-gradation and Operations & Maintenance of Gujarat State Wide Area Network (GSWAN) and Gujarat State Data Centre (GSDC) of Department of Science & Technology (DST), Government of Gujarat
(Volume 1 & Volume 2)
(RFP No. GIL/H&N/DST/GSWAN_GSDC O&M/2015)**