



**Request for proposal (RFP) for Selection of Agency
for Supply, Installation, Commissioning
and Operations & Management of Wi-Fi Network
at Villages, across Gujarat
(GIL/DST/Village-WiFi/2016 dated: 29/12/2016)**

Issued by:

Gujarat Informatics Ltd
Block no. 1, 8th floor, Udyog Bhavan, Sector-11,
Gandhianagar-382010, Gujarat
Ph No. 23259237, 23259240 Fax: 23238925
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Pre-bid Meeting: 07.01.2017 on 1500 hours (Concluded)

Last Date of Submission of Bid: 06.02.2017 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 06.02.2017 till 1500 hours

Date of Opening of Technical Bid: 06.02.2017 on 1700 hours

Bid Processing Fee: Rs. 15,000/-

SECTION-I

KEY INFORMATION

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INSTRUCTIONS

Important Dates

Request for proposal (RFP) for Selection of agency for Supply, Installation, Commissioning, and Operations & Management of Wi-Fi Network at Villages, across Gujarat.		
1	Contract Period	5 Years
2	Pre-Bid Meeting Date & Venue	07.01.2017 at 1500 hrs (Concluded) Gujarat Informatics Limited, Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar-382010
3	Bid Due date	06.02.2017 , 1500 hrs
4	Date of Opening of Un-priced bid	06.02.2017 at 1700 hrs
5	Date & Time of opening of Technical & Commercial stage	Will be intimated to the qualified bidders at a later date.
6	Venue of opening of Technical & Commercial Bid	Gujarat Informatics Limited, Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar-382010
7	Bid Processing Fees (Non-refundable)	Rs. 15,000/- (Rupees Fifteen Thousand Only)
8	Bid security (EMD)	Rs.25,00,000/- (Rupees Twenty-Five Lacs Only)
9	GIL Contact person	DGM (Tech), GIL

1.1 INFORMATION REGARDING THE RFP

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

- Bidder shall upload their bids on <https://www.gil.nprocure.com>.
- The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office.
- Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
- In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office, the due date for submission of bids and opening of bids will be the next working day at the appointed time.
- 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, GISL/GIL reserve the right to revised financial offer.

- The bid submitted should be valid for a period of 180 days.
- The duration of the Contract period for this activity will be of 5 years.
- In addition to this RFP, the following sections attached are part of Bid Documents.

Section – 1	Key Information & Instructions
Section – 2	Introduction and Project Description
Section – 3	Eligibility Criteria
Section – 4	Scope of Project
Section – 5	Technical Specification
Section – 6	Instruction to Bidders
Section – 7	Price Bid
Section - 8	Annexures & Formats

1.2 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> such bidders 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 licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- Interested and eligible Bidders are required to upload the eligibility related document in eligibility bid section, Technical related document in Technical bid section & Commercial Bid in Commercial bid section. The Bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this Bid Document. The Technical & Commercial Bid must be uploaded to <https://gil.nprocure.com> & the Bid Security and bid processing fees must be delivered to the office of Gujarat Informatics Ltd on or before the last date and time of submission of the bid.
- The eligibility section and the Bid Security & bid processing fees section will be opened on the specified date & time in presence of the Bidders or their authorized representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday for the office of Gujarat Informatics Ltd the due date for submission and opening of bids will be the following working day at the scheduled times.
- In case of any clarifications required, please contact DGM (Tech), GIL in writing 5 days before the Pre-Bid meeting date.

1.3 DEFINITIONS

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

1. "Final Acceptance Test (FAT)" means the acceptance testing of the network End Points/ Access Points commissioned for the project at all/specified locations.
2. "Agreement" means the Service Level Agreement to be Signed between the successful bidder and GISL 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.
3. "Authorized Representative/" shall mean any person/ authorized by either of the parties.
4. "Bidder" means any System integrator who has an experience to establish, maintain & operate wireless access points /networks as required in 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 GISL Signs the Service Level Agreement for executing the said project.
5. "Contract" is used synonymously with Agreement.
6. "**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.
7. "Default Notice" means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
8. "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 GISL/GIL of the benefits of free and open competition.
9. "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.
10. "GoI" shall stand for Government of India.
11. "GIL" Shall stand for Gujarat Informatics Limited.
12. "GISL" shall stand for Gujarat ISP Services Limited.
13. "Implementation Period" shall mean the period from the date of Formal Work order and up to the issuance of Final Acceptance Test.
14. "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.
15. "O&M Period" means period of 5 years starting with the successful, installation and commissioning and FAT of the project components. The date of start of O&M shall start from the date of successful FAT of the equipment at all the site locations.
 16. "Request for Proposal", means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
 17. "Site" means the location(s) for which the Contract will be Signed and where the service shall be provided as per agreement.
 18. "NOC" means the overall centralized location for control and command of the project
 19. "SDC" means State Data Center located at Gandhinagar, Gujarat.
 20. "Service" means provision of Contracted service viz., operation, maintenance and associated services for this project.
 21. "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 GISL. The service 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 **service** is considered as operational when all centers/ Sites at all tiers/ levels are working, providing all/ specified services as mentioned in full capacity at all locations in the network.
 22. "Third Party" means any, if/as appointed by the GISL for monitoring the project components at all times.
 23. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
 24. "Uptime" means the time period when specified services are available to GISL and its user organizations. The uptime will be calculated as follows:
 25. Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
 26. "% Uptime" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
 27. GSVAN means "Gujarat State Village Area Network"
 28. "GSWAN means "Gujarat State Wide Area Network"

SECTION-II

INRODUCTION

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PROJECT DESCRIPTION

2.1 Introduction

The Gujarat Informatics Limited (GIL), on behalf of Gujarat ISP services limited, is issuing this Request for Proposal (RFP) for Supply, Installation, Commissioning and Operations & Management of Wi-Fi Network connecting 6000 villages across the state of Gujarat. Once fully deployed, the Project will serve more than 10 lakh concurrent users.

To establish and encourage a Public Internet Access infrastructure to empower rural citizens and students as netizens by providing reliable and convenient Internet Wi-Fi connectivity at villages, across the state of Gujarat. In addition to the above this project will help to enable and spread the following:

- Internet access facility
- Education and Digital Literacy
- Bridge the Digital Divide
- Convergence and utilization of the Government Services to its Citizens

2.2 Project Description:

The project requires, setting up of Wi-Fi infrastructure at each Gram Panchayat through Access Point for providing internet at each village, these access point shall be connected to a central software based controller which will manage the traffic, authentication of the users and other centralized management capabilities.

The Gujarat ISP services limited is partnering with BSNL to create Gujarat State Village Area Network (GSVAN) infrastructure which terminate at village panchayat office for these 6000 villages. The current bandwidth provision is for 2 Mbps connectivity at village panchayat, linking from the State Data Centre. The network infrastructure and the engagement with BSNL will initially provide Bandwidth of 2Mbps per village which will be scaled to 5-10Mbps as per requirement.

Initially bandwidth will be provided using VPN over Broadband (VPN over BB), which will be eventually migrated to the optical fiber backbone within a period one year for GSVAN.

As per the guidelines of DoT, Govt. of India, subsidiary of Gujarat Informatics Limited (GIL), M/s Gujarat ISP services limited will be the owner of entire project and will obtain the required ISP License for regulatory compliances and service delivery.

All the role, responsibilities, rights and obligation will be with the M/s Gujarat ISP services limited for the management of the entire project.

2.3 Proposed Architecture:

As mentioned above all the 6000 links will be connected to the State Data Center. The centralized NoC (Network Operations Center) shall be located at Gandhinagar, Gujarat for managing and monitoring of the entire Wi-Fi Infrastructure under this project. The Proposed Network architecture for the project will be as below:

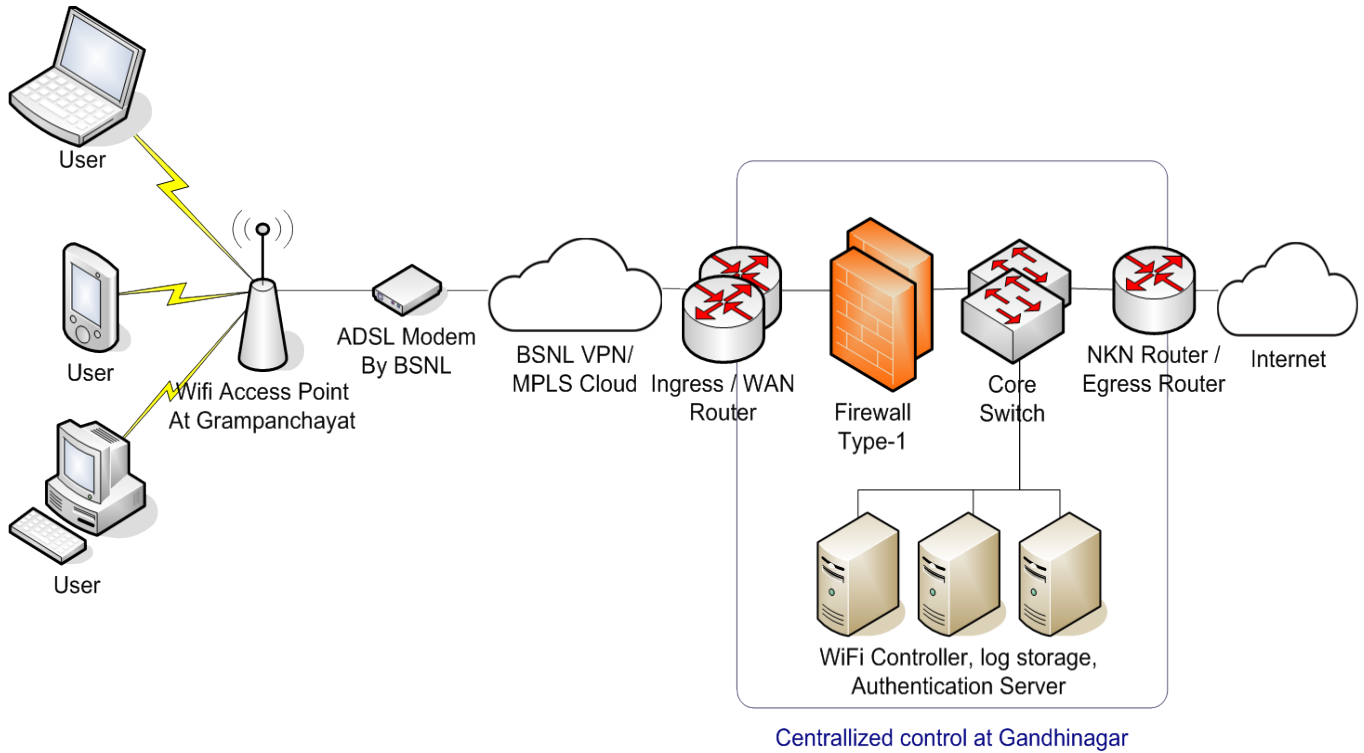
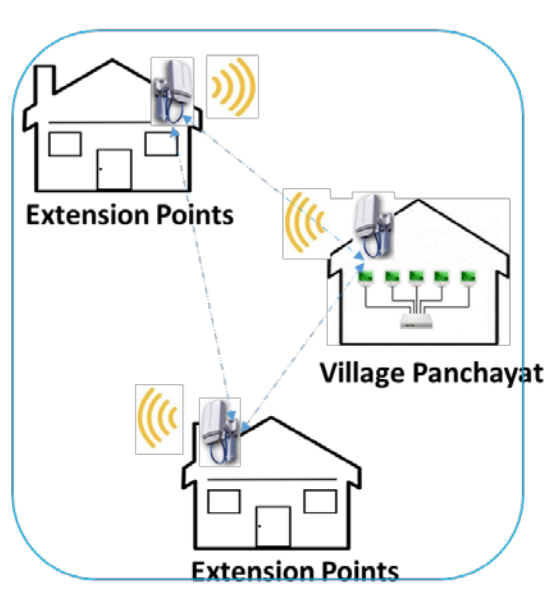


Figure 1: Proposed Network Architecture



Expansion Envisaged

The future roadmap shall include the expansion of the Access Point network to cover the entire the Village.

The second phase of the project may also include additional Villages for Wi-Fi Coverage

This expansion will not be a part of the current Scope of the project and will be taken up separately

However, central architecture built on open source framework should support addition of new Access Points

Figure 2: Proposed Future Roadmap

Note: The network will not integrate with the GSWAN, however, will be managed centrally from state data center as a new closed network to be called GSVAN.

SECTION-III

ELIGIBILITY CRITERIA

3.1 Eligibility Criteria:

The bidder must possess the requisite experience, strength, technical know-how and capability in providing the services necessary to meet the requirements as described in the RFP document(s). The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

S/n	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder and in case of a consortium, all the partners should be a company registered in India under companies Act 1956, registered with the Service Tax Authorities and operating for the last Three years in IT/ITeS Services as of 31-Mar-16. The Bidder and in case of consortium, the Lead Bidder should be into the business of WAN, LAN/WLAN System Integration, Software Development and Network Services business for Three years as on 31-Mar-16	Certificates of incorporation & Service Tax Registration shall be enclosed as a proof
2	Sales Turnover of the Bidder	Annual Sales Turnover of the bidder/lead bidder, generated solely from LAN/WAN (setting up or O&M) and data center (setting up or O&M) during each of the last three financial years as on 31-Mar-16 should be at least Rs. 10 crores	Extracts from the audited Balance sheet and P&L AND Certificate from the statutory auditor
3	Experience of the Bidder	Either of the Bidder/Lead Bidder or Consortium Partner (In case of Consortium) must have experience of successfully implemented /implementing project for, Supply, Commissioning and Operations & Maintenance of at least 1 Project of Wi-Fi Solution (using Controller/Cloud based controller/Open Source Platform based Controller) with Minimum 100 Access Point Per Project within the last five years as on 31 st March 2016	Work Orders/ Client Certificates confirming year and area of activity should be Enclosed.
4	Blacklisting	Both the lead bidder/ consortium partner should not be blacklisted by any Central/State Government/PSU's for corrupt or fraudulent practices as on date of Bid Submission.	A Self Certified letter by an authorized Signatory with Signature and stamp
5	Presence	The bidder/Lead Bidder should have a Permanent Office in Gujarat preferably at Ahmedabad or Gandhinagar or should setup in 45 days from the award of Work Order.	Copies of any two of the followings: Property Tax / Electricity / Telephone Bill / VAT/ CST Registration /Lease agreement. Or Undertaking to open an Office in Gujarat
6	Technical Manpower	The bidder/Lead bidder should have technical manpower on its rolls as on 31 st December, 2016. (Minimum 25 certified Network Engineers). In case of Consortium both the partners should have a total of at least 35 certified Network Engineers.	A List with details of the personnel's along with a self-certificate on bidder's letter head

Note: bidders are required to submit the detailed compliance statement along with the required supporting documents for above mentioned criteria.

SECTION-IV
SCOPE OF WORK

4.1. Scope of Work

Proposals are sought from eligible bidder for establishment of wireless Internet access service (Wi-Fi) through supply, installation, testing, commissioning, operation & maintenance for a period of 5 years of the various hardware/software (Open Source with necessary customization) to be deployed.

The scope of work as envisaged under the project covers the followings:

- 1) Bidder is responsible for setting-up and O&M of Wi-Fi facility at village level across the state. Bidder is required to set up **two wireless outdoor access point at each village**. 1st Access point/master AP will be connected using CAT-6 cable with a router / switch in the village panchayat building.
- 2) It is envisaged that 2nd Access point will be installed at a distance of around **100 mts** from the 1st Access point, bidder is required to propose the solution of extending Wi-Fi coverage on repeater mode from 1st Access point with inbuilt functionality or external device. Further if bidder is proposing use of external device for extension of Wi-Fi coverage then the entire scope of supply, installation, commissioning and O&M of Hardware+ accessories will be in the scope of the bidder.
- 3) The NOC shall comprise of various Network components like Core Switch, Router, Server, firewall, Controller (open source software based), etc. capable to command and control the Wi-Fi Sites and its user management.
- 4) Proposed solution shall be built on open source environment/software. Such software's should be provided with perpetual license allowing GISL/GIL to use, modify etc. without limitation of number of users / devices / access points connected in the GSVAN network. Further, Proposed solution should be installed/set up on appropriate hardware provided by the bidder as a part of his proposed solution.
- 5) **Ideally AP's should be mounted and installed on pole at the Minimum height of 5 ft form the roof top of the building for better coverage. However, in case of feasibility problem AP's can be mounted on a pole of having height of Min 15 ft above the ground level based on the site requirement. Further, bidder is responsible for supply, installation, commissioning and maintenance of mounting structure for AP's like Pole along with required clamp, cable (Active & Passive) and accessories at each site/location.**
- 6) The proposed solution should be able to initially manage 20,000 access points and 10 lac concurrent users, with the subsequent expansion plan and coverage of the Wi-Fi Hotspot, the system should be able to cater to the increased no. of users.
- 7) GISL has further planned to extend Wi-Fi coverage in the villages by increasing number of access points which will be mounted on optical fibre / CAT-6 cable pulled from the village panchayat. However, AP's supply, installation & commissioning work regarding expansion would not be part of scope of work of the successful bidder. The bidder under current scope of work will be responsible for making sure that such access points when plugged in are discovered and manageable by the central architecture.
- 8) Further, Operation and maintenance of the AP's deployed under the expansion phase will be the responsibility of the bidder under this RFP till the expiry of contract period. **The O&M charges for any such additional work shall be paid at 1% per annum of the cost of such additional**

equipment/devices/hardware/ software component. Further successful bidder is required to comply with the overall SLA requirement of contract for any such additional SoW.

- 9) The controller should be Open Source compliant. It should be given as a software package, without license/ time limitation of its usage. License here refers to all applicable license like for discovery, monitoring etc. with respect to “no. of Access Points connected or the number of users of the network or both”.
- 10) The controller should be capable to connect, recognize, control and manage Access Points of any make and model built on open standard/firmware. The Software based controller will be installed on appropriate hardware to be provided as a part of the central infrastructure. The hardware should be scalable for higher performance.
- 11) **User Management Module** should be given as a software package and should be without any licensing or time limitation of its usage. It should support features such as user authentication, access etc. through OTP (One Time Password) on mobile no. and email. It should be capable to put a cap on user session and amount of data consumed and regulate the bandwidth usage.
- 12) Initially, the plan is to provide internet access free of cost to the end users, however in future if the GISL may decides to charge beyond the capped usage limit, it should be capable to allow users to buy in the extras usage access. Thereby it shall be required to be integrated with a Payment and SMS Gateway along with a centralized billing mechanism provided by the bidder under this project.
- 13) The Controller and network should be scalable to manage bandwidth of 80 Gbps and above, the number of access points may increase to more than 50000 in future.
- 14) The central infrastructure provided by the bidder should have the ability to do the following:**
- Auto discovery & Management of Access Points deployed or to be deployed in the future
 - Assign IP address
 - Automatic/Push configuration of the AP's
 - Bandwidth Management
 - The central infrastructure will broadly comprise of two components – Software which is open source (unless explicitly mentioned) and hardware. Hardware components will be scalable and addition of hardware units will result in support and manageability of increased no of Access points..
 - **Storage for keeping log of Wi-Fi:** Bidder is required to provision require storage for keeping log of Wi-Fi services used by the end users such as IP details, URL visited, time stamp/time details, End User Authentication, Mobile No. etc. for 90days to be stored in a Direct Attached Storage (DAS). Whenever required GISL will ask bidder to provide logs from the storage and maximum log retrieval time allowed is 4 hours.
 - Wireless Security Protocol- WEP, WPA, WPA2 etc.
 - Network Monitoring software should be without the liability of Licensing i.e. independent of time duration of use as well as for the number of AP's connected
 - Multiple SSID to APs with configuration of maximum 4 SSID at each AP's along with seamless roaming between different access points at a particular SITE.

15) The Web & Mobile App based user access Portal (Captive Portal) Solution should have the following functionality:

- a) The proposed solution should be open source, wherein the necessary development on the source code shall be done by the bidder as per the requirements of GISL for the entire duration of the project.
- b) The source code along with the further development/uses right will belongs to M/s Gujarat ISP Services Limited. However, M/s Gujarat ISP Services Limited will not use this source code for any kind of commercial purpose.
- c) User registration through captive portal
- d) The Web page should support Web/WAP page for various handheld devices such as Smart Phone, Tablets etc.
- e) Further, for logging into the AP at client end, the bidder will make a mobile app (Android, ios, windows platform) to allow signing into the network through mobile app rather than going through the web browser.
- f) Offered solution should maintain as per WPC regulations, log of such users by storing its Phone No, MAC & IP addresses, access time, duration, data consumed etc.
- g) The solutions should be capable to categorise the users, as and when required by the GISL.
- h) Offered solution shall allow wireless access through various kinds of devices such as smart phones, laptops, tablets, and desktops for IEEE 802.11 standards
- i) The proposed solution should be capable of generating various MIS reports such as:
 - No. of Users with details: IP details, MAC ID, Access Point, Channel Wise etc.
 - Internet Usage: User wise/ Access Point/ Location wise etc.
 - Total Bandwidth Usage
 - All Reports related to SLA & project Monitoring.
 - Change management reports: Configuration, firmware, patches, upgrades etc.
 - Data usage and billing details
 - Any other reports as per requirement

16) The users shall be given access based on AAA protocol through the RADIUS server hosted at NOC as part of central infrastructure.

17) Proposed wireless solution is intended to provide 24x7 wireless Internet access at all Site(s).

18) The Raw electricity shall be provided by the GISL at all the prescribed Site/locations. It will be the agency's responsibility to extend the electrical power at each Site/locations as per the actual requirement.

19) Proposed wireless solution should conform to applicable WPC regulations for use of license-free spectrums in terms of EIRP. A declaration to this effect must be submitted which must be supplemented by periodic compliance reports during the project period.

20) The number of Site/locations mentioned in this RFP may increase during the duration of the project, therefore the bidder is suggested to keep in reference the scalability of the proposed system.

21) The Bidder shall adhere to all the technical as well as commercial terms irrespective of the location of the Site. The location may increase or decrease during the tenure of the project.

22) Step wise Data Flow:

STEPS	DESCRIPTION
Step 1	User requests for Internet Access through the Captive Portal/ Mobile Application
Step 2	User Authentication and access management from the NOC through OTP

Step 3	Assignment of IP to the end devices and establishing a secured connection to the Internet
Step 4	Session and Log Management by the Central infrastructure

4.2. Stakeholders & Activities: The Stakeholders under this project will have the following Activities/scope:

S/n	Stakeholders	Activities to be performed/services to be received
1	Successful Bidder/Selected agency	<ul style="list-style-type: none"> • Supply, Installation & Commissioning of overall Central Infrastructure including Software based wireless Controller, Servers, Core Switch, NMS, Firewall, Internet Router, Log Servers, Storage. • At SITE Locations: Supply, Installation & Commissioning of Outdoor Access Points, 6U Network Rack, Switch, UPS, Last Mile LAN, Clamp, Pole, Power Connectivity, etc. • Integration of SMS & Payment Gateway. • O&M for 5 years
2	M/s BSNL (ISP for Bandwidth)	<ul style="list-style-type: none"> • Point to point lease circuit for carrying the bandwidth on VPNoBB, ADSL Modem
3	Gram Panchayat office	⇒ Every gram panchayat will get below mentioned Infrastructure & connectivity <ul style="list-style-type: none"> • Internet Connectivity through GSVAN • Outdoor Access point • 6U Network Rack • 8 port Ethernet Switch • Modem
4	Citizen/users	⇒ Internet connectivity through Wi-Fi ⇒ User authentication through SMS based OTP
5	GISL/GIL	⇒ Internet and Intranet Bandwidth ⇒ Centralised Helpdesk

4.3. Roles & Responsibilities:

a) Responsibilities of Selected Agency:

- Supply, installation, commissioning and operations & maintenance for 5 years of the proposed solution (hardware, software, etc.) including Access points installed under the expansion phase during the contract period of 5 years as per the scope of work defined in this RFP document.
- Customization/modification/development of Software(s) proposed in the central Infrastructure.
- Will be responsible for a secured connection by means of Firewall.
- Testing and commissioning of supplied hardware and software.
- Security testing of the network.
- Security audit every six months during the contract period.
- Operation and Maintenance for a period of 5 years from the date of commissioning of last Access Point.

- Integration and management of the SMS and Payment Gateway, reconciliation and resolution of any integration issues during the project duration.

b) Responsibilities of M/s Gujarat ISP Services Limited /GIL:

- To provide the requisite access, space, power to the selected agency at each site and NOC for installation of equipment's.
- To provide Internet Bandwidth of suitable capacity for the project.
- To provide Connectivity between the NOC & the SITE locations.
- To provide SMS & Payment Gateway Interface
- To provide centralised helpdesk

4.4. Deliverables:

a) Proof of Concept (PoC):

- Successful bidder has to successfully demonstrate the proposed solution with in the 45 days from the date of Lol (letter of Intent). GISL/GIL is not liable to pay/reimburse any type of cost incurred by the successful bidder pertaining to the PoC.
- During PoC successful bidder is required to deploy at least 50 AP's of five (5) different OEM Make at 25 different villages of Gandhinagar and Mehsana districts. Detailed list of villages will be shared with the successful bidder along with the Lol.
- Upon successful demonstration of proposed solution, a final work order will be issued and deliveries of entire solution including central infrastructure can be initiated. However, if successful bidder is not able to successfully demonstrate the proposed solution EMD of Rs. 25,00,000/- submitted along with the bid will be forfeited.
- Upon unsuccessful demonstration of PoC by L1 bidder, L2 bidder will be asked to match the quoted lowest (L1) price and called for demonstration of PoC. Further, in case of unsuccessful demonstration of PoC by L2 bidder, L3 bidder will asked to match the quoted lowest (L1) price and called for demonstration of PoC.

b) Supply of Hardware and Software:

- The Selected agency shall supply all required hardware/software/licenses as per scope and in compliance with technical specifications defined in the RFP at a central location (selected agency's warehouse) situated in Gandhinagar, Gujarat.
- GISL/GIL shall not pay any extra cost for transportation of the delivered items for installation and commission at the respective locations.
- The Selected Agency shall ensure that all the software licenses delivered should be in the name of GISL/GIL. The selected agency will have to submit a detailed documentation with working note for the Open source software, source code and its derivatives deployed/installed/customized as per the requirement of the project.
- All Open Source software along with the Source Code and derivatives will be the property of GISL with future development and modification rights allowing GISL/GIL to use the same for continuity

of the project after completion of contract duration. However, GISL/GIL will not use the source code for commercial purpose.

- GIL/GISL or its representative will conduct inspection of the delivered items in accordance with the RFP.
- The Access Points to be supplied under this project should support open source firmware and should be compliant to latest open standard's /framework/protocol which shall best fit the proposed solution.
- Bidder should ensure that any open WRT/DD WRT/TR-069/WISP compliant access points should be able to operate in "plug in play" mode in to the solution where Central architecture should allow such to happen.
- It shall be the responsibility of the selected agency to develop/integrate/ modify such open source software/systems for the successful implementation and operations of the project

c) Standards and policies:

- The selected agency shall ensure a secure Internet connection and access through OTP to all the subscribers with centralized authentication mechanism.
- The selected agency shall ensure the uniqueness of mobile No. for the use under free session, multiple logins shall not be allowed in any case.
- Wireless access points shall be configured with relevant cryptographic keys to ensure that only authorized and authenticated users can use the wireless service.
- Proposed wireless network shall be secure and in compliance to relevant industry standard security requirements. The selected agency shall suggest and help in deploying various policies at various levels to prevent any intrusion/attacks in the wireless network.

d) Integration of proposed Solution:

- The selected agency shall be responsible for integration with an Internet service provider (ISP) as directed by GISL/GIL. Current bandwidth will be fed through the State Data Centre on NKN network.
- The selected agency shall be responsible for integration of proposed solution with the Payment Gateway provided by GISL/GIL.
- Successful bidder is required to supply, install, configure, test, commission and integrate the Firewall & WAN Router.
- Any other integration that may be required for the successful implementation of the project.

e) Testing & Commissioning:

i.) FAT of Central Infrastructure:

- On completion of installation of the ordered item the selected bidder is required to offer the installed items for Final Acceptance Test (FAT). On request, GISL designated third party agency or any other authorised representative of GISL/GIL will conduct the FAT.
- FAT report shall include results of following essential tests:
 - ⇒ Security: as per the security requirements guidelines issued by DoT.

⇒ Logs: compliance of authentication, usage, and other as required as per the guideline of TRAI and DoT.

ii.) FAT of Hardware/Software installed:

- FAT of Hardware/Software like Access point installed at various locations will be deemed commissioned on discovery in the controller/NMS installed at central infrastructure.
- Further, selected agency is required to conduct following test on minimum 10% of the total locations to verify the health of the installed Wi-Fi infrastructure:
 - ⇒ Signal strength, file-transfer rate, and network authentication: As per the TEC standards, these should be conducted by the TPA or any other representatives authorized by GISL/GIL
 - ⇒ SSID: The SSIDs configured should be discoverable by any 802.11n/ac wireless enabled device.
 - ⇒ Download speed: TPA/any other authorized representative should conduct a file download test from any device to verify the effective bandwidth/throughput.

iii.) The selected agency shall be responsible for obtaining installation and commissioning certificate (Sign-off) on completion of the work as per the scope of work.

iv.) Selected agency is responsible for rectification of discrepancies identified by the TPA/any other authorised representative while conducting FAT. Further on rectification of all the discrepancies FAT will be re-conducted or if agreed FAT will be signed.

v.) Documentation: The selected agency shall provide technical documentation with equipment supplied. The technical documentation should include technical and operation manuals.

f) Security:

- The entire Wi-Fi network should be fully secure, data communication between devices should take place in encrypted form through multiple authentication mechanisms such as WPA should be implemented by the selected agency.
- Firewall has to be deployed as per the specification for restricted access to a network.
- The selected agency has to ensure compliance with all Regulatory and Legal guidelines issued by Department of Telecommunications/TRAI from time to time.

4.5. Operations and Maintenance:

- a) The selected agency shall be responsible for day to day operations and maintenance for a period of 5-years from the date of commissioning of the project.
- b) It shall be the responsibility of the selected agency to ensure that all open source software/firmware etc. should be updated for patches/release etc. periodically, not later than once in a month. Towards the completion of the O &M phase, the infrastructure should be updated with all the versions released in previous 5 years.
- c) **Comprehensive onsite warranty and maintenance with spare parts/devices:**
 - The selected agency shall provide comprehensive onsite warranty and maintenance with spare parts, system software/ firmware/ Signature updates, patches etc. for all the IT infrastructure

supplied and installed under this project and to maintain the required SLA for the period of 5 years from the date of commissioning.

- **The selected agency shall maintain minimum of 5% of total quantity of L2 switch and 10% of total quantity of Access points as spares at respective district centres** to meet onsite warranty/support and SLA requirements.
- The maintenance services involve comprehensive maintenance of all component covered under the contract, including repairing, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spares part, updating, security alerts and patch uploading etc.

d) Manpower:

The minimum requirement of manpower, their qualification and responsibility of each resource is given below:

S/N	Designation	Nos	Locations	Educational Qualification	Professional Qualification
1	Network Administrator cum Manager	1	NOC	BE/ B. Tech (EC/CS/IT) / MCA	Minimum 10 years of experience with handling and managing Large scale WAN/MAN/Wi-Fi Project having Min 50 multiple locations as a project Manager
2	Network engineer	2	NOC	BE/B. Tech (EC/CS/IT) /MCA	Minimum 5 years of experience in installation, troubleshooting and handling and managing day to day activity of large scale WAN/MAN/Wi-Fi project having multi locations.
3	Call Center Coordinator	1	NOC	Graduate (10+2+3)	Minimum 2 years of experience of helpdesk/call centre in client interaction and Liasioning and coordination's role
4	Technical Support Executives	33	District Centers	BE/B.Tech/ Diploma	Minimum 2 years of experience with installation, troubleshooting and handling and managing day to day activity of large scale WAN/MAN/Wi-Fi project

- The bidder has to ensure that appropriate qualified manpower with requisite skill sets is deputed at central location in Gandhinagar. The bidder shall depute the resources as per the requirements for carrying out the O&M Activity and maintaining the SLA.
- This is minimum indicative list of resources and based on actual requirements, the bidder may deploy any number of resources to meet the SLA. GISL/GIL shall not pay any cost for additional resources required to operate, maintain, monitor & manage the SLA. In case support staff is not available or is on leave, the bidder is required to provide the alternative personnel with same or higher technical capabilities of the non-available personnel.

- The selected agency shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs / charges in connection thereof.
- The selected agency shall provide and deploy “dedicated on site manpower” for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.
- The selected agency shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- In case of change in its team composition owing to attrition the selected agency shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.

e) HELPDESK SUPPORT

- GISL/GIL will provide centralized Helpdesk for assistance or registration of user complaints through various medium like Voice Call/SMS/Email of ticket generation system. Bidder is responsible for coordination with the Helpdesk operator for early resolution of the complaints/request booked at the centralised helpdesk provided by GISL/GIL.
- On ticket generation at the centralised helpdesk, the calls pertaining to the Wi-Fi infrastructure created under this RFP will be allotted to the selected agency for further resolutions of the complaints booked.
- After rectifying the said compliant, selected agency is required to update the resolution/call-closure on the centralised helpdesk.

4.6. Implementation Timelines:

- a) The timelines for the implementation of the entire project with respective deliverables, are as mentioned below:

S/N	Deliverables	Timeline
1	Proof of concept (PoC)	Within 45 Days from date of Issuance of Letter of Intent (LoI)
2	a. Signing of contract agreement b. Submission of Performance Bank Guarantee	Within 15 Days from date of issuance of Final Work order
3	Delivery of Central Infrastructures and other line items except Access Points at Gandhinagar, Gujarat (NoC)	Within 90 days from the date of signing of Contract Agreement
4	Delivery of Site Infrastructure like Access Points, Switches etc. at central location in Gandhinagar	1 st Lot: 3000 Nos. – within 90 days** 2 nd Lot: 3000 Nos within 120 days** 3 rd Lot: Next 3000 Nos.- within 150 days**

		Final Lot: Last 3000 Nos.- within 180 days** **from the date of signing of contract agreement
5	Development/Customization of the proposed Open source software(s) and central Infrastructures, if any.	Within 120 days from the date of signing of contract agreement
6	Installation and Commissioning of hardware/software at Site	Within the 30 days from the date of delivery (phase wise as mentioned above)

Note: Days = Calendar days

- It should be noted that delay in the project timelines shall attract appropriate Penalties as per the clause no. 6.34 of this RFP document.
- Selected agency requires to submit Device-wise Configuration report stating IP Schema, Routing details etc. along with the installation reports.

SECTION-V
TECHNICAL
SPECIFICATION

Technical Specification:

5.1 Outdoor Access Point

S/n	Minimum Required Specifications
1	Access Points proposed must include radios for both 2.4 GHz and 5 GHz with 802.11ac standards or newer. The same Access Point must also include 2 nos. (WAN+LAN) of 10/100/1000 Base-T auto sensing RJ45 based Ethernet ports.
2	Each AP should support minimum data rates of 150 Mbps
3	AP's Should perform data transfer at Minimum 70 Meters radial coverage & Minimum 50 concurrent users @ each radio channel
4	Solution should have provision for extended Wi-Fi coverage through Wi-Fi Repeater Mode Minimum 300 Mtrs (using inbuilt capability or separate repeater device) i.e. the solution should be able to extend the backhaul to the second AP which would be at a distance of Minimum 100 Meters.
5	Should support Signal rejection for 3G/LTE/WiMAX in a co-located environment.
6	Should support interference detection and avoidance for both Wi-Fi and non-Wi-Fi interferes
7	<ul style="list-style-type: none"> Should support latest Open WRT/DD WRT/TR-069/WISP firmware or any other open Firmware. It should be compatible and be able to integrate with the Open Source WLAN Controller (software Based). If the Access Point comes with a proprietary firmware, a firmware compatible to the central infrastructure has to be loaded on to it. Must support SSH & SNMP protocol It should be Pre-configured/ Configurable with the necessary open source firmware such that it becomes a Plug and Play device and should be auto discoverable by Software based controller
8	Should support Proactive Key Caching or other methods for Fast and Secure Roaming.
9	Should be IPv6 ready
10	Each AP Should support 4 WLANs for SSID deployment flexibility.
11	AP's Should support "802.3 af/at" standards i.e. of Power over Ethernet (PoE)
12	Access point shall support Pole, Wall, and roof mounting options.
13	The Access point shall be IP66 or better rated for dust and water Ingress protection.
14	The Access point shall be rated for operation over an ambient temperature range of 0° to 55°C

5.2 "Open Source" Software based Wireless Controller: (No Licence Fee)

S/n	Minimum Required Specifications
1	Open Source software based Wireless controller (WLC) should support unlimited number of Access Point/Users without any additional Licensing cost.
2	Should be based on Open Source platform for Wi-Fi Service Management.
3	Should support Access Points of any make built on standard i.e. 802.11n/ac or newer
4	Should support Industry-standard protocols such as SNMP/Open WRT/DD WRT/TR-069/SOAP/TCP HTTP/S
5	Should be able to auto discover Access Points of any make which are made as per 802.11 n/ac or newer standards. Should be able auto assign IP to the end devices.
6	Automatic wireless channel selection.
7	Should have an ability to dynamically adjust channel and power settings based on the RF environment.
8	WLC should support IPv6 access control lists

9	Should adhere and support to the security standards: <ul style="list-style-type: none"> • Universal Access Method (UAM) • Wireless Protected Access (WPA)
10	Controller should provide profiling of devices based on protocols like HTTP, DHCP and more to identify the end devices on the network
11	Should be able to set user bandwidth usage restriction on basis of time duration such as Daily, Monthly, Weekly basis
12	Should be able to assign IP's to the Access Points and the end user Devices
13	Should support Open Source Monitoring platforms
14	Controller should have capability to manage traffic across the network to analyze information about applications usage, peak network usage times for all access points.

5.3 Firewall (1+1 Configuration):

S/N	Minimum Required Specifications
1	Proposed device should also perform activities like Intrusion prevention, IP Reputation, URL filtering, Antivirus from day one with required Perpetual Licenses and 24*7 support for 5 years.
2	Device should have Minimum throughput of 80 Gbps
3	The device should support at least 4x10 Gigabit ports (4x10G) from day one and should be scalable to additional 2x40 Gigabit ports in future
4	Should support at least 50 million concurrent sessions
5	Firewall should support at least 5,00,000 new connections per second
6	The device should support at least one dedicated management interfaces to manage the firewall. Data ports should not be used for management purpose.
7	Firewall should support IPv4 & IPv6 dual stack functionality
8	Firewall should support both routed & transparent mode
9	Firewall should support static NAT, PAT, dynamic NAT, PAT
10	Firewall should support Nat66 (IPv6-to-IPv6) and Nat46 (IPv4-to-IPv6) functionality, NAT66
11	Firewall should support static, dynamic and multicast routing protocol
12	The hardware should be a multicore CPU architecture to protect & scale against dynamic latest security threats
13	The device should support redundant hot-swappable inbuilt power supplies & fan tray/module from day one
14	Should support stateful failover of sessions in Active/Standby & Active/Active or clustering mode.
15	Firewall should support creating access polices on the basis of IPv4, IPv6 objects, protocols, ports, application, URL, user etc.
16	Firewall should provide application inspection for DNS, FTP, HTTP, SMTP, ESMTP, RTSP, SIP, SCCP, SQLNET, TFTP, H.323, ICMP
17	Firewall should support user/admin authentication
18	Solution should support troubleshooting tools like Ping, Traceroute, Packet Tracer/capture, etc
19	It must support multiple logical/virtual firewalls on the same hardware platform.
Management	
1	The device should be manageable using standard protocols like HTTP, SSL, SSH, SNMP etc.
2	The device should be able to integrate with the existing SIEM/EMS tool of Gujarat State Data Center.
3	The device should be able to send the event logs, alarms, etc. to the third-party tool
4	The device should be supplied with Indian Standard power cables.

5.4 Wan Router (1+1 Configuration)

S/n	Minimum Required Specifications
1	Router should support minimum capacity of 80 Gbps
2	Router should support Redundant Power Supply and should also support On line insertion and removal of the same from day one.
3	Router should have IPV4 and IPV6, IGMP V2/V3, MLD, IGMP and PIM, 6PE and 6VPE mode for IPV6 transport over IPV4, IPv4 Multicast, VPN V4 multicast ECMP, LDP, BGP Prefix independent control (EDGE and Core) for IPV4 and IPV6, BGP, IS-IS, OSPF v2 and v3.
4	Router should have high availability for all BFD, BGP, OSPF and IS-IS and no packet loss during controller switch over.
5	Router shall support HQOS/QoS on all kind of interface in both ingress and egress direction. Similar QOS shall be supported for all type of interface including Bundled interfaces.
6	The Router should support Ingress classification, marking and policing on physical Interfaces and logical Interfaces using source/destination IP subnet, protocol types (IP/TCP/UDP), source/destination ports, IP Precedence, DSCP, 802.1p.
7	The router should be supplied with the following: - 4x10G Interfaces loaded with 10G single mode optical transceivers with scalability up to 4x10G and 1x40G ports in future.
8	The router should support following type of interface scalability: –10G WAN and 10G.
9	The Router should be NDPP or EAL3 certified at the time of Bidding
10	The Router should be supplied with Indian Standard power cables
11	The Router should be supplied with all applicable Licenses from day one.

5.5 Radius Server: (open source, unlimited licenses)

S/n	Minimum Required Specifications
1	Solution should be a highly powerful and flexible attribute-based access control solution that combines authentication, authorization, and accounting (AAA); posture; profiling; and guest management services on a Single platform.
2	Supports authentication protocols, including PAP, MS-CHAP, Extensible Authentication Protocol (EAP) etc.
3	Should have the ability to customize the Captive Portals based on the Geography.
4	Should have the ability to create necessary logs of user sessions and generate various reports based on the same. Report should have details like Login/Logout Date & time, MAC Address, Device type, IP Address, activities performed etc.
5	Should have the ability to export report in .CSV format
6	Solution should support ability to send SMS via email gateway and http API gateway
7	Should be able to support unlimited Users and without limitations to any licensing
8	Solution should be scalable enough to support added endpoints in the network.

5.6 L2 Switch: 8 Port

S/N	Minimum Required Specifications
1	Minimum 8 No's of 10/100/1000 Base-Tx; out of which 4 ports should be PoE enabled ports
2	All ports should have features of flow control (802.3x), port based network access control (802.1x), port security, MAC filtering etc.
3	Minimum Switching capacity of 1 Gbps or more
4	Should be IPv4 and IPv6 ready from day one
5	Should have IEEE 802.1d STP, IEEE 802.1Q VLAN,
6	Features of DHCP, NTP or equivalent, SNMPv1, v2 & v3, TELNET/ SSH

7	Should have console port for administration & management using CLI
8	Multilevel security on console access to prevent unauthorized users from altering the switch configuration.
9	Should support Web/SSL, Telnet server/SSH, ping, traceroute, Simple Network Time Protocol (SNTP), Trivial File Transfer Protocol (TFTP), SNMP, syslog
10	IPv6 host mode, IPv6 over Ethernet
11	IPv6 stateless address auto-configuration
12	Duplicate address detection (DAD)

5.7 6U Rack

S/n	Minimum Required Specifications
1	Type: Wall Mount
2	Front Door: Lockable front Glass door
3	PDU: Should have Power distribution unit of minimum 3 Sockets (5A)
4	FAN: Should have 1 Fan Mounting Provision
5	Mounting Angle: 19 inch mounting angle made of formed steel
6	Standard Finish: Power Coated
7	To be provided with a cable manager

5.8 Network Monitoring and Management Tool

S/n	Minimum Required Specifications
1	Should be built on Open Source platform in the form of a Software to be mounted on suitable hardware
2	It should be able to auto discover as many as 20,000 devices through physical or virtual interfaces
3	It should be able to manage and monitor the network through SNMP/Syslog/XML protocols
4	Should be able to monitor the network based service
5	Should be able to generate Alarm during network and device Outages
6	Should be able to generate necessary Reports from the NMS data bases
7	Should be able to provide a Map view of the Devices discovered
8	Should have Role-based access control provides flexibility to segment the network into one or more virtual domains controlled by a single Infrastructure platform. These Virtual domains shall help deploy both large, multisite networks and managed services.

5.9 Media Converter (Fibre to Ethernet)

S/n	Minimum Required Specifications
1	Full and half duplex operation supported.
2	Auto-negotiate (802.3u) supported
3	Should support 10/100/1000 Base-Tx
4	Should have standard Rj-45 Ethernet connectors
5	Should equivalent number of Fiber connectors (Tx + Rx)
6	Should have SC, LC, ST Fiber connection options
7	SX, LX fiber support
8	Should support link status transparency i.e. should clearly able to indicate if there is a fault on copper medium or Fiber medium
9	Transparent to VLAN tagged packets
10	Transparent to Jumbo packets

5.10 CORE SWITCH (1+1 Configuration)

S/n	Minimum Required Specifications
1	Switch should have throughput of 80Gbps
2	Switch should be chassis based switch with passive backplane. The chassis should be ready from day 1 to support 40G interface with minimum 4 payload slots
3	Shall have distributed, Non-blocking switching architecture.
4	Shall have CPU and power supply redundancy (N+1)
5	Shall support Hot-swappable power supplies, Fan Tray and switching modules
6	Support for 1000 BASE-T, 1000 BASE-SX, LX, LH, ZX GBIC/SFP 10G Base-T, 10-Gig SR/LR/ZR, 40G
7	Shall have IEEE compliance for 802.1Q VLAN, 802.1p, 802.1d STP, 802.3ad, 802.1w RSTP, 802.1s MSTP, 802.3ad LACP, IEEE 802.1ab Link Layer Discovery Protocol
8	Shall have 40,000 system wide MAC addresses
9	Shall have minimum 4,000 active VLAN support
10	Should have support Netflow/Jflow/Sflow, Port Mirroring from day one
11	Shall have TACACS+/RADIUS, SSHv1/ SSHv2, SNMP v1, v2, v3, SCP/SFTP/FTP support
12	Should support Port Security, Dynamic ARP Inspection, BPDU and root Guard security features
13	should have minimum 16x10G SFP ports, 4x40G SFP ports and 10x1G Ethernet Port
14	should be EAL2/ NDPP certified

5.11 UPS

S/N	Parameter	Minimum Specifications
1	Capacity	Adequate capacity to cover all IT Components at respective location
2	Technology	Automatic Voltage Regulation / Pulse Width Modulation
3	Input Frequency Range	50 Hz +/- 5%
4	Output Frequency Range	50 Hz +/- 5%
5	Output Voltage	220VAC - 230VAC
6	Voltage Regulation	+/-5% (or better)
7	Output Waveform	Pure Sine wave
8	Output Power Factor	0.8 or more
9	Protection	Fuse Protection
10	Battery Backup	Minimum backup of 30 Minutes
11	Battery Type	Lead Acid, Sealed Maintenance Free (SMF)
12	General Operating Temperature	0 to 45 Degree Celsius
13	Alarms & Indications	All necessary alarms & indications essential for performance monitoring of UPS like mains fail, low battery & fault detection
14	Bypass	Automatic, Manual Bypass Switch

5.12 Any Other Equipment

S/n	Minimum Required Specifications
1	To be defined by the Bidders: If bidder deems fit that he required any other hardware or software to successfully run and manage the proposed solution. He is free to bring the same however GISL shall not be bound to pay any extra cost for the same.

Note:

- 1) All equipment should be IPv6 ready from day one.
- 2) The Technical Specifications mentioned are indicative and the bidders are free to propose/provide equipment of higher configuration in line with the scope of work.
- 3) The bidder needs to consider and provide any other equipment that may be required for the successful running of the project that may not have been included in the list under this section.

- 4) All open source solution is software + hardware.
- 5) Software will be open source with derivative rights + IP to company, company will not use the same for commercial purpose.
- 6) Hardware sizing to be done for functional outcome, to be supplied.

SECTION-VI
INSTRUCTION
TO BIDDERS

6.1 GENERAL INSTRUCTION TO BIDDERS

All information supplied by Bidders may be treated as contractually binding on the Bidders on successful award of the assignment by the GISL on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of GISL. Any notification of preferred bidder status by the GISL shall not give rise to any enforceable rights by the Bidder. GISL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of GIL.

This RFP supersedes and replaces any previous public documentation, communications, and Bidders should place no reliance on such communications. GIL may terminate the RFP process at any time and without assigning any reason. GIL make no commitments, express or implied, that this process will result in a business transaction with anyone.

6.2 COST OF BIDDING

6.2.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid. GISL/GIL will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

6.2.2 Bidder is requested to pay **Rs. 15,000/-** as a bid processing fee (Non-refundable) in the form of demand draft in favour of "Gujarat Informatics Ltd." payable at Ahmedabad/Gandhinagar along with the EMD cover. In case of non-receipt of bid processing fees & EMD the bid will be rejected by GIL/GISL as non-responsive.

6.3 BIDDING DOCUMENT

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

6.4 CLARIFICATION ON BIDDING DOCUMENT

Bidders can seek written clarifications at least 5 days before the Pre-Bid meeting date to DGM (Tech), Gujarat Informatics Ltd., 8th Floor, and Block No. 1, Udyog Bhavan Gandhinagar 382010. GIL/GISL 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.

6.5 AMENDMENT OF BIDDING DOCUMENTS

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

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

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

6.6 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 GISL/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.

6.7 CONSORTIUM CLAUSE

A Consortium of maximum two parties is allowed, subject to the following conditions.

- ✓ The bid shall be so as to be legally binding on all parties.
- ✓ The Lead bidder will be considered as the primary agency to fulfill all the obligation as per the terms and conditions of this RFP, Thereby the lead bidder will have to submit a power of attorney signed by legally authorized signatories of both the partners as evidence of this authorization.
- ✓ The lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the Consortium during the entire execution of the contract.
- ✓ More than a Single bid by either of the bidder/consortium partner shall be summarily rejected
- All supporting documents are to be uploaded in our e-Tendering website <https://gil.nprocure.com>
- If the bidder does not meet the eligibility criteria their bid will be rejected and no further evaluation will be done.

6.8 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

6.8.1 Bidders shall submit, along with their Bids, EMD of Rs. 25,00,000/- (Rs. Twenty-Five Lakh), in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 6 months from the last date of bid submission) of All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Annexure IV) and must be submitted along with the covering letter.

6.8.2 EMD of all unsuccessful bidders would be refunded by GIL within 60 Days on selection of successful bidder.

6.8.3 The EMD of successful bidder would be returned upon successful demonstration of PoC and submission of Performance Bank Guarantee as per the format provided in Annexure V. However, if successful bidder is not able to successfully demonstrate the proposed solution then EMD submitted along with the bid will be forfeited.

6.8.4 EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

6.8.5 The bid / proposal submitted without EMD and Bid Processing fee, mentioned above, will be summarily rejected.

6.8.6 The EMD may be forfeited, In case of a Bidder if:

6.8.6.1 The bidder withdraws its bid during the period of bid validity.

6.8.6.2 The Bidder does not respond to requests for clarification of their Bid.

6.8.6.3 The Bidder fails to co-operate in the Bid evaluation process.

6.8.6.4 In case of successful bidder, the said bidder fails:

6.8.6.4.1 Fails to sign the agreement in time

6.8.6.4.2 Fails to submit performance bank guarantee

6.9 LANGUAGE OF THE BID

6.9.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and GISL/GIL/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.

6.10 LATE BIDS

6.10.1 Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be REJECTED.

6.10.2 The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

6.11 SECTION COMPRISING THE BIDS

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

6.11.2 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:

6.11.2.1 **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.

6.11.2.2 **ELIGIBILITY & TECHNICAL SECTION**

- 1.) Financial Capabilities. (In the Prescribed Format Only: ANNEXURE VI)
- 2.) Bidder's Experience. (In the Prescribed Format Only: ANNEXURE VII)
- 3.) Compliance Statement. (In the Prescribed Format Only: ANNEXURE VII)
- 4.) Proposed Technical Solution as per the Scope of Work with details of each component/Module
- 5.) Proposed Technical Architecture for the project, with details of each project component
- 6.) Detailed Write-up on the Approach & Methodology for implementing and maintenance of the project.

6.11.2.3 **PRICE BID SECTION: Priced bid** (in the prescribed format only in Annexure IX)

6.11.3 Price shall be inclusive of all freight, forwarding, transit insurance and installation charges. Prices shall be inclusive of Excise Duties. The prices shall strictly be submitted in the given format. Quoted prices shall be without VAT. The tax (VAT) components as applicable shall be mentioned separately in the respective columns. Successful Bidder will have to supply/provide goods with an Invoice from a place located within State of Gujarat.

- 6.11.4 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.
- 6.11.5 The bidder should provide calculations (Bill of Material with installation and setup charges, exclusive of taxes) for the quoted items, without which the bid is liable for rejection. Any arithmetical errors in these calculations will be on bidders account.
- 6.11.6 Offered price should be exclusive of all applicable taxes such as VAT/CST/Service Tax, FOR destination (anywhere in Gujarat state).

6.12 BID OPENING

- 6.12.1 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.
- 6.12.2 In the event of the specified date of Bid opening being declared a holiday for the GIL, the Bids shall be opened at the appointed time and location on the next working day.
- 6.12.3 The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the GISL/GIL officer at his/her discretion, may consider appropriate, will be announced at the opening.
- 6.12.4 Immediately after the closing time, the GISL/GIL contact person shall open the Un-Priced Bids and list them for further evaluation.
- 6.12.5 Bids that are not opened at bid opening shall not be considered further for evaluation.

6.13 BID VALIDITY

- 6.13.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by GISL/GIL. A Bid valid for a shorter period shall be rejected as non-responsive.
- 6.13.2 In exceptional circumstances, GISL/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.

6.14 CONTACTING GISL/GIL

- 6.14.1 Bidder shall not approach GISL/GIL officers outside of office hours and/ or outside GISL/GIL office premises, from the time of the Bid opening to the time the Contract is awarded.
- 6.14.2 Any effort by a bidder to influence GISL/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 GISL, it should do so in writing.

6.15 REJECTION OF BIDS

GISL/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.

6.16 BID EVALUATION PROCESS

- 6.16.1 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.

- 6.16.2 Part – II (Financial Bid): Bidders qualified as per the “Eligibility criteria” defined in section-3 of this RFP will be short- listed and financial bids of those bidders will only be opened for evaluation and arriving at lowest (L1) bidder.

6.17 AWARD OF CONTRACT

- 6.17.1 Award Criteria: The Criteria for selection will be the lowest cost to GISL for the qualified bid. GISL/GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.
- 6.17.2 GISL/GIL right to vary requirements at time of award: GISL/GIL 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.
- 6.17.3 In case, the lowest (L1) bidder is unable to provide a satisfactory PoC or does not accept the award of contract or is found to be involved in corrupt and/or fraudulent practices, the next lowest bidder i.e. L2 bidder will be invited to give the PoC of the its solution however, before commencing of PoC L2 bidder is required to match the L1 price, and if the solution is found to be acceptable by GISL/GIL, then the L2 bidder will be awarded the contract. The Same process shall be repeated for the L3 bidder in case the L2 bidder either proves to be unsatisfactory in the PoC or rejects the offer to match the L1 price.
- 6.17.4 Upon the selection of the successful bidder, Lol will be released to successful bidder within 7 calendar days

6.18 NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- 6.18.1 Prior to expiration of the period of Bid validity, GISL/GIL will notify the successful Bidders and issue Lol.
- 6.18.2 Within Seven (7) calendar days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the GISL/GIL. The contract Performance guarantee has to be submitted within 15 calendar days of receipt of final work order. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of 180 days beyond the expiry of contract.

6.19 FORCE MAJEURE

- 6.19.1 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.
- 6.19.2 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.
- 6.19.3 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:

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

6.19.4.1 Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;

6.19.4.2 Explosion or chemical contamination (other than resulting from an act of war);

6.19.4.3 Epidemic such as plague;

6.19.4.4 Any event or circumstance of a nature analogous to any of the foregoing.

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

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

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
- Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
- Any event or circumstance of a nature analogous to any of the foregoing.

6.19.6 **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:

6.19.6.1 Unavailability, late delivery

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

6.19.7 **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.

6.20 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.

6.21 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.

6.22 REPRESENTATIONS AND WARRANTIES

6.22.1 **Representations and Warranties by the Selected Agency:**

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

- 6.22.1.2 It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof;
- 6.22.1.3 It will have the legally valid and enforceable title to all Equipment as may be necessary for proper functioning and it will be free from all encumbrances, liens, charges, any security interest and adverse claims of any description;
- 6.22.1.4 The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers;
- 6.22.1.5 There is no pending or threatened actions, suits or proceedings affecting the selected agency or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the selected agency's ability to perform its obligations under the Agreement; and neither selected agency nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise);
- 6.22.1.6 The selected agency confirms that all representations and warranties of the selected agency set forth in the Agreement are true, complete and correct in all respects;
- 6.22.1.7 No information given by the selected agency in relation to the Agreement, project documents or any document comprising security contains any material misstatement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of GISL/GIL or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;
- 6.22.1.8 All equipment including material to be installed by the selected agency shall be new. All equipment shall conform to the codes, standards and regulations applicable to networking facilities and benefit from the usual manufacturer's guarantees.

6.22.2 Representations and Warranties by GISL/GIL

- 6.22.2.1 It has full legal right; power and authority to execute the Village Wi-Fi project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
- 6.22.2.2 The Agreement has been duly authorized, executed and delivered by GISL/GIL and constitutes valid, legal and binding obligation of GISL/GIL.
- 6.22.2.3 The execution and delivery of the Agreement with the selected agency does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to GISL/GIL, its assets or its administration.

6.23 RESOLUTION OF DISPUTES

- 6.23.1 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.

6.23.2 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.

6.23.3 The place of the arbitration shall be Gandhinagar, Gujarat.

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

6.23.5 The proceedings of arbitration shall be in English language.

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

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

6.24 BOOKS & RECORDS

The selected agency shall maintain adequate Documents Related to project's physical materials & equipment's for inspection and audit by GISL/GIL during the terms of Contract until expiry of the performance guarantee.

6.25 WARRANTY TERMS

In the event that the materials supplied do not meet the specifications and / or are not in accordance with the drawings data in terms of this order, and rectification is required at Site, GISL shall notify the Successful bidder giving full details of difference. The Successful bidder shall attend the Site within seven days of receipt of such notice to meet and agree with representatives of GISL/GIL, the action required to correct the deficiency. Should the Successful bidder fail the attend meeting at Site within the time specified above, GISL/GIL shall be at liberty to rectify the work/materials and Successful bidder shall reimburse GISL/GIL all costs and expenses incurred in connection with such trouble or defect.

6.26 PERFORMANCE GUARANTEE

6.26.1 The Selected agency shall furnish Performance Guarantee as provided in the bid document to GISL/GIL for an amount equal to 10% of the value of Order.

6.26.2 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 equipment during Warranty period. In case of poor and unsatisfactory field services, GISL/GIL shall invoke the PBG.

6.26.3 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 / private banks having branch in Gandhinagar\Ahmedabad in the format provided by GISL/GIL to be submitted Within 15 calendar days from the date of final work order.

6.26.4 The Performance Guarantee shall be discharged by GISL/GIL and returned to the successful bidder within 30 calendar days from the date of expiry of the Performance Bank Guarantee.

6.27 TERMINATION CLAUSE

6.27.1 **Termination by GISL/GIL:** GISL/GIL, 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: -

- 6.27.1.1 The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
- 6.27.1.2 In case GISL/GIL finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
- 6.27.1.3 In case the bidder fails to delivered, Installed and commission ordered items within the prescribed time lines and extension granted if any. In such scenario GISL/GIL reserve the right to procure the same from other bidders at the risk, cost and responsibility of the selected agency.
- 6.27.2 **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 selected is due for more than 2 (two) consecutive quarters.
- 6.27.3 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.
- 6.27.4 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.
- 6.27.5 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.
- 6.27.6 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.28 INDEMNIFICATION

Selected agency will defend and/or settle any claims against GISL/GIL that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Selected agency 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.

6.29 LIMITATION OF LIABILITY

Selected agency's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the GISL/GIL within the remaining duration of the contract term from the day claim is raised and selected agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

6.30 CONFIDENTIALITY

- 6.30.1 Selected agency understands and agrees that all materials and information marked and identified by GISL/GIL as ‘Confidential’ are valuable assets of GISL/GIL and are to be considered GISL/GIL's proprietary information and property. Selected agency will treat all confidential materials and information provided by GISL/GIL with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Selected agency will not use or disclose any materials or information provided by GISL/GIL without GISL/GIL's prior written approval.
- 6.30.2 Selected agency shall not be liable for disclosure or use of any materials or information provided by GISL/GIL or developed by selected agency which is:
 - 6.30.2.1 possessed by selected agency prior to receipt from GISL/GIL, other than through prior disclosure by GISL/GIL, as documented by selected agency's written records;
 - 6.30.2.2 published or available to the general public otherwise than through a breach of Confidentiality; or
 - 6.30.2.3 Obtained by selected 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 GISL/GIL; or
 - 6.30.2.4 Developed independently by the selected agency.
- 6.30.3 In the event that selected agency is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, selected agency shall promptly notify GISL/GIL and allow GISL/GIL a reasonable time to oppose such process before making disclosure.
- 6.30.4 selected agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause GISL/GIL irreparable harm, may leave GISL/GIL with no adequate remedy at law and GISL/GIL is entitled to seek to injunctive relief.
- 6.30.5 **GISL/GIL does not follow the practice of asking Confidential Information of selected agency, however if any confidential information is required/shared by the selected agency then selected agency has to clearly marked it as “Strictly confidential”. GISL/GIL in turn will not share the same without prior concern of the selected agency.**
- 6.30.6 **Above mentioned “confidentiality clause” shall be applicable on both the parties i.e. GISL/GIL and selected agency.**

6.31 PAYMENTS TERMS

As per the scope of work successful bidder is required to successfully demonstrate the proposed solution as a Proof of concept and upon successful completion of PoC a formal work order will be issued. Further, any type of expenses related with the PoC will not be paid or reimburse by the GISL/GIL.

As mentioned above, following payment terms will be applied/adhere only after a formal work order is issued upon successful completion of PoC:

S/n	Activity	% of Payment
1A	Payment for item No. 1 to 5 as mentioned in Schedule-I of Price Bid.	
	Successful Delivery and Inspection (as per the delivery schedule)	50% of the sum total of schedule I of Price bid
	Successful Installation of equipment	20% of the sum total of schedule I of Price bid
	Successful Commissioning and FAT	20% of the sum total of schedule I of Price bid
	Balance 10% Payments	10% to be divided and paid as 20 equated quarterly installments along with O&M Payment

Payment for item No. 6d) Core Switch, 6e) WAN Router & 6f) Firewall of Item No.6 as mentioned in Schedule-I of Price Bid.		
1B	Successful Delivery and Inspection (as per the delivery schedule)	50% of the sum total of item No. 6d, 6e, & 6f item mentioned in schedule I of Price bid
	Successful Installation of equipment	20% of the sum total of item No. 6d, 6e, & 6f item mentioned in schedule I of Price bid
	Successful Commissioning and FAT	20% of the sum total of item No. 6d, 6e, & 6f item mentioned in schedule I of Price bid
	Balance 10% Payments	10% to be divided and paid as 20 equated quarterly installments along with O&M Payment
For remaining items of Item No.6 as mentioned in Schedule-I of Price Bid.		
1C	After successful setup and running of 100 AP	50% Payment of all the remaining items
	After successful setup and running of 2000 AP	20% Payment of all the remaining items
	After successful setup and running of 8000 AP	10% Payment of all the remaining items
	After successful setup and running of 12000 AP	10% Payment of all the remaining items
	Balance 10% Payments	10% to be divided and paid as 20 equated quarterly installments along with O&M Payment
For Schedule-II of Price Bid		
2	Operational & Maintenance support during the contract period of 5 years	20 equal Quarterly Installments after the end of each quarter

Note: The payment terms will be applicable post completion of Proof of Concept (PoC)

6.31.1.1 Payment Procedure:

6.31.1.1.1 Hardware Component (Supply, Installation & Commission of Wi-Fi Infrastructure)

- The selected agency shall raise the component wise invoice as per the milestones achieved as mentioned above in the payment schedule and submit the invoice to GISL/GIL.
- GISL/GIL shall verify the Invoices raised against the milestone achieved and shall make the payment.
- The selected agency's request(s) for payment shall be made to GISL/GIL along with the 2 original copies of invoices and necessary documents. The invoice should be in English.

6.31.1.2 O&M Component

- The payments to the selected agency will be made quarterly at the end of each quarter on acceptance of the invoice by the GISL/GIL or its designated agency.
- The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by GISL/GIL or its designated agency.
- In case the processing of the invoice gets delayed beyond 45 days from the date of acceptance of invoice, the O & M agency would be paid an adhoc amount of 75% of invoice value and the remaining amount would be released after getting clarifications, due verification and imposition of penalty, if any.

6.31.1.3 Payment shall be made in Indian Rupees. While making payment, necessary income tax and service tax deductions will be made.

6.32 SERVICE TERMS

- 6.32.1 The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 6.32.2 It is mandatory for Bidder to deploy qualified professional to install, commission & maintain the proposed Network, as defined under scope of work.
- 6.32.3 The Bidder has to submit regular schedule of man power availability & get it approved by GISL, before deployment.
- 6.32.4 The Bidder will have to carry out reinstallation of any of the equipment 'Free of Cost, if required.
- 6.32.5 The Bidder need to manage & maintain various records related to the services extended to the Government.
- 6.32.6 If required, the Bidder may need to coordinate and approach various agencies working for GISL and GIL.
- 6.32.7 The Bidder needs to maintain the required security of the network as per the DoT/GISL/GIL Security guidelines.
- 6.32.8 The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Successful bidder will have to submit the progress reports regularly, as per the guide line issued by GISL/TPA.
- 6.32.9 In case of failure of any system or equipment, the Bidder needs to replace or repair the faulty part/component/device to restore the services at the earliest. The cost of the repairing or replacement of faulty Cable/component/device has to be entirely born by the Bidder.
- 6.32.10 All expenses related to cable/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Bidder as part of Contract Agreement.
- 6.32.11 Bidder shall submit test procedures covering various test cases and expected results of these tests relating to various systems being commissioned for the network.

6.33 WARRANTY SUPPORT

- 6.33.1 Bidder shall provide a comprehensive warranty and on-site free service warranty for 5 years from the date of FAT for all equipment's.
- 6.33.2 Bidder shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. Bidder must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.
- 6.33.3 Bidder shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP.
- 6.33.4 Bidder is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP. During the warranty period bidder shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost in case the procured hardware or software is not adequate to meet the service levels.
- 6.33.5 Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the bidder at no cost. For any delay in making available the replacement and repaired equipment's for inspection, delivery of equipment's or for commissioning of the systems or for acceptance tests / checks on per site basis, GISL/GIL reserves the right to charge a penalty.

- 6.33.6 During the warranty period bidder shall maintain the systems and repair / replace at the installed site, at no charge, all defective components that are brought to the bidders notice.
- 6.33.7 The bidder shall as far as possible repair/ replace the equipment at site.
- 6.33.8 Warranty should not become void, if GISL/GIL buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the bidder. However, the warranty will not apply to such supplemental hardware items installed.
- 6.33.9 Bidder shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.
- 6.33.10 Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).

6.34 SERVICE LEVEL AND PENALTY CLAUSE

6.34.1 Successful Bidder shall be paid Quarterly Payment (QP) as per the services provided to GISL/GIL. The overall penalty would be generally capped at 20% of QP amount and will be recovered against the quarterly payment invoice submitted by the selected agency. If the cap of overall penalty is reached in two consecutive quarters, the penalty cap for the third quarter onwards, for each quarter will increase by 5% over the penalty cap for the preceding quarter till it reaches 35% of the QP. In addition to the applicable penalty and the provisions pertaining to closure/termination of contract the GISL/GIL shall be within its rights to undertake termination of contract if or anytime the penalty reaches to 25 % of the QP. Once the penalty cap has increased beyond 20%, if the bidder through better performance delivery for any quarter, brings the leviable penalty below 20% then the computation of the 1st of the 2 consecutive quarters as referred above will reset and will begin afresh. Availability will be calculated on a quarterly basis.

S/n	Activity	Target	Penalty
1	Availability of Site Equipment's	98%	a) 98% or Better= NIL b) 97.99% to 97.50%=0.25% of QP c) 97.49% to 97% = 0.50% of QP d) less than 97% = 0.75% of QP
2	Availability of Central Infrastructure components	98.5%	a) 98.50% or Better= NIL b) 98.49% to 98.00%=0.25% of QP c) 97.99% to 97% = 0.50% of QP d) less than 97% = 0.75% of QP
3	Successful user authentication	99.50%	a) 99.50% or Better= NIL b) 99.49% to 99.00%=0.25% of QP c) 98.99% to 98.50% = 0.50% of QP d) less than 98.50% = 0.75% of QP

6.34.2 PENALTY FOR DELAY

S/n	Activity	Timeline	Penalty
1	Delay in Delivery/Supply of Hardware	As per clause no. 4.6 of this RFP Document	0.5% of Contract value of delayed item (as per Schedule-I of Price BID) per week or part thereof for delay in delivery (Delay beyond 12weeks, GISL/GIL may terminate the contract and Forfeit the PBG).
2	Delay in Development/ Customization of the proposed Open source software(s) and Firmware	As per clause no. 4.6 of this RFP Document	0.5% of Contract value of delayed item (as per Schedule-I of Price BID) per week or part thereof (Delay beyond 6 weeks, GISL/GIL may terminate the contract and Forfeit the PBG).
3	Delay in Installation/ Implementation	As per clause no. 4.6 of this RFP Document	0.75% of Contract value of delayed item (as per Schedule-I of Price BID) per week or part thereof for delay in Implementation (Delay Beyond 8 weeks, GISL/GIL may terminate the contract and Forfeit the PBG)

Note: Maximum Penalty cap of 15% of contract value (as per Schedule-I of the price bid) for Penalty for Delay.

6.34.3 If GISL/GIL fails to provide space and related clearances to carry out the job as per the agreement terms, as a result of which the installation of the equipment is delayed and the selected agency is not able to adhere to the schedule for completing the Acceptance Tests. Delay solely on account on above will not be accounted while ascertaining actual delay.

6.34.4 **PENALTIES FOR NOT KEEPING MAN-POWER:** If selected bidder does not deploy the required specified quantity & quality manpower as defined in the RFP document or a person deployed is not reporting to the duty at the Data Centre, there would be a penalty of **Rs. 1,000/- per person per day** and will be deducted from the quarterly payment subject to a cap of 20% of the quarterly payment.

Note:

- Selected agency has to provide attendance Report of all manpower deployed on monthly basis, within the 1st week of the subsequent month. However, in case of delay in submission of the same a penalty of Rs. 1,000/- per week or part thereof shall be levied.

6.34.5 **PENALTY FOR DELAY IN REPAIR/REPLACEMENT OF FAULTY MATERIAL WITHIN WARRANTY PERIOD:**

The selected agency shall be responsible for repair/ replace all faulty material covered under the warranty within the shortest possible time thus ensuring minimum downtime.

6.34.5.1 The selected agency shall be responsible for maintaining the desired performance and availability of the system/services. Selected agency should ensure the prompt service support during warranty period. If any complain is made or auto alarm/instances is generated by the system for non-availability of the items covered under the warranty, then it has to resolved within 24 hours from the time of complaint raised/auto alarm or instance generated by the system.

6.34.5.2 **Natural Calamity:** if there are more than 10 Gram Panchayat are effected at the same time in a Taluka or more than 50 Gram Panchayat are effected at the same time in a district, such an

incident will be treated as Natural Calamity and then in that case 24 Hour time limit will be increased to 96 hours/4 days. Complaints/issues needs to be resolved within 96hrs/4 days from the time of complaint raised/auto alarm or instance generated by the system.

- 6.34.5.3 If selected agency fails to resolve the call as specified above, the following penalty will be imposed on each delayed day, which will be recovered against the quarterly payment invoice submitted by the selected agency:

Site/Location	Penalty for each delay is resolution of issues within stipulated time
All Sites	Rs. 100/- per Gram Panchayat for every 6 hours of delay or part thereof

6.35 APPROVALS/CLEARANCES

- 6.35.1 Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the Selected agency.
- 6.35.2 Necessary approvals/ clearances from concerned authorities, as required, for fire protection, government duties / taxes/ Octroi are to be obtained by the Selected agency.
- 6.35.3 Necessary approvals / clearances, from concerned authorities for “Right of way”, as required, are to be obtained by the selected agency for laying their own cables to meet system requirements.
- 6.35.4 Necessary approvals/ clearances from DoT/ TEC/ TRAI/ Concerned authorities/ any service provider, for establishing the network and connecting different Network elements/ any service provider’s circuits, shall be obtained by the selected agency.

6.36 PROJECT IMPLEMENTATION

- 6.36.1 Third party auditor will be for the Project and all inspection, installation, commissioning and acceptance of work will be undertaken by them. All Invoices, Vouchers, Bills for supplied goods and services by the Successful bidder under the scope of the work will be verified measured and accepted by the TPA, for release of payment.
- 6.36.2 As part of implementation, the successful bidder shall provide details of equipment that will be incorporated in the proposed system, material and manpower as required. The location for storing spare parts and quantity there on should also be clearly indicated.
- 6.36.3 The successful bidder will implement the project strictly as per the plan approved by GISL/GIL. The successful bidder shall install and implement the proposed system at such locations as may be selected by GISL/GIL as per the project timeline as per Clause 4.2.10.
- 6.36.4 The Successful bidder shall provide the necessary technical support, Standard Operating Procedure (SOP) and other information to GISL/GIL and its users in and after implementing the proposed system. GISL/GIL at any time during the currency of the Agreement should have access to the proposed content.
- 6.36.5 The successful bidder shall arrange to obtain all statutory and regulatory permission (If any) at no cost to the Government of Gujarat.
- 6.36.6 The successful bidder may have to work during Holidays and Sundays, according to the urgency of work. The successful bidder will obtain such permission on his own in consultation with the Engineers-in-charge. It will be the responsibility of the Successful bidder to co-ordinate with all other agencies of Government of Gujarat in order to obtain NOC required to execute the job.
- 6.36.7 The Successful bidder 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 successful bidder

will also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.

6.36.8 Successful bidder 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 GISL/GIL.

6.36.9 Any damage caused to the property of Government of Gujarat while executing the job shall be solely Successful bidder 's responsibility. In case any damage to the property is caused, the same will be recovered from the Successful bidder.

6.37 THIRD PARTY

GISL/GIL may appoint/designate a Third Party for IT Infrastructure projects, which would monitor the project during implementation, commissioning and operation. The Third Party will also conduct Final Acceptance Test as per the technical requirement of the Agreement and will issue the Certificate of Completion of each proposed Site. Third Party will verify the services provided by the successful bidder under the agreement. The successful bidder will co-operate with such Third Party.

6.38 FRAUDULENT AND CORRUPT PRACTICES

6.38.1 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 GISL/GIL of the benefits of free and open competition.

6.38.2 “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.

6.38.3 GISL/GIL will reject a proposal for award and may forfeit the EMD and/or Performance Bank 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).

6.39 MIS REPORTS:

6.39.1 Bidder is required to submit various MIS reports to GISL/GIL in support of SLA compliance along with its quarterly invoice and as and when asked by the GISL/GIL. Following is the minimum indicative list of type of MIS reports to be submitted by bidder:

S/n	Activity	Periodicity
1	Bandwidth utilization per village	Daily
2	Total No. of users connected	
3	Availability of Access Points	
4	Ageing Report of issues/Incidents	
5	Bandwidth Utilization over last 7 days	Weekly
6	SLA compliance reports	Quarterly
7	Preventive maintenance reports	
8	Configuration change reports	
9	Inventory reports	

10	Link Availability, Downtime, Usage/Utilisation, Fault & rectification, Performance statistics-AP & Network both, Log of Network parameters along with Service down time and % uptime achieved	
11	Any other reports	As and when required

6.40 ACCEPTANCE TESTS

Acceptance Test will be conducted in as follows:

- 6.40.1 GISL/GIL reserves the right to inspect goods and services supplied as per the scope of this RFP document. The cost of all such tests shall be borne by the Vendor. Any inspected goods fail for confirm to the specification will be rejected, and Vendor shall have to replace the rejected goods as per the contract specification without any financial implication to the GISL/GIL.
- 6.40.2 Final Acceptance Test (FAT): After successful installation of the System in accordance with the requirements as mentioned in Schedule of Requirement, Final Acceptance Test will be conducted. After successful testing, Acceptance Test Certificate will be issued by GISL/GIL/its designated agency to the Vendor.
- 6.40.3 The date on which Acceptance certificate is issued shall be deemed to be the date of successful commissioning of the System.
- 6.40.4 Any delay by the Vendor in the Acceptance Testing shall render the Vendor liable to the imposition of appropriate Penalties.
- 6.40.5 Bidder is required to update the details of Hardware installed in the Assets Master of IWDMS before completion of FAT.

6.41 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 6.41.1 GISL/GIL will have exclusive right to use and own the application software (as customized from time to time), its source code along with further development rights and its derivatives. The software prepared cannot be used for any purpose whatsoever without the written consent of GISL/GIL.
- 6.41.2 The source code of the software shall be provided to GISL/GIL on completion of the Project and GISL shall have all the rights to use/modify /enhance/ derive the source code. GISL/GIL will not use the source code submitted by the selected agency for any type of commercial purpose.
- 6.41.3 No software or services covered by the contract shall be developed or done by the company in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or Similar right, or of any charge, mortgage or lien. Vendor will indemnify GISL/GIL for all such correspondence.

SECTION-VII

Price Bid

Price Bid

(Amt in INR)

S/n	ITEM	Qty. (In Nos.)	Unit Price with 5 Year Warranty without Taxes	Total Price without Taxes	Rate of VAT/S. Tax (%)
Schedule-I					
1	<u>Outdoor Access Point</u> (As per Technical specifications including, All Passive Cabling & Mounting Accessories, Installation, Configuration and Commissioning with 5 Years Warranty and onsite Support)	12,000			
2	6U Rack with Mounting structure and required accessories with 5 Year warranty	6000			
3	8 Port- L2 switch inclusive of all like cable, accessories etc. with 5 years' warranty	6000			
4	Fibre to Ethernet Converter inclusive of all cable, accessories etc. with 3 years Warranty	3000			
5	<u>UPS with 5 years' warranty</u> (Supply, Installation, commissioning inclusive of all the required accessories and fittings as per the scope of work and technical specification)	6000			
6	<u>Central Infrastructure with 5 years' warranty</u> <ul style="list-style-type: none"> • Inclusive of all the required Hardware and software like <ol style="list-style-type: none"> a). Software based wireless controller, b). Captive Portal, c). RADIUS, d). Core Switch, e). WAN Router, f). Firewall, g). Servers H/W Infra. h). log storage i). any other components inadvertently missed out but required for overall solution. j). Supply, Installation, commissioning including required accessories & fittings as per the technical specification and scope of work defined in this RFP 	01			
Total (Schedule-I)					

Schedule-II								
S/n	ITEM	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Rate of VAT/S. Tax (%)
1	Operation and Maintenance Charges as per the scope of work							
Total (Schedule-II)								
Grand Total (Schedule I + II)								

Note:

1. L1 will be the lowest sum total of rates of all line items without tax.
2. The rates should be exclusive of all taxes. The applicable taxes should be submitted separately.
3. Actual Order quantities may vary depending upon the actual requirements.
4. Bidder is required to submit the detailed BoM for each line item along with the component wise pricing for the Schedule-I of the Price Bid.
5. The rates quoted would be valid for a period of 1 year from the date of issuance of Lol.
6. Non-acceptance of the above condition(s) or Conditional bid shall be rejected.

SECTION-VIII
Annexures & Formats



Annexure I– Proposal Covering Letter

(To be on the Bidder’s letterhead duly Signed by Authorized Signatory)

Tender Ref No:

To
DGM (Tech)
Gujarat Informatics Ltd
Block no. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhinagar

Dear Sir,

We (Name of the bidder/Consortium) hereby submit our proposal in response to notice inviting tender date and tender document no. and confirm that:

1. All information provided in this proposal and in the attachments, is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the items (including services) as per the price bid format Section-VII as mentioned in the RFP.
5. We the Bidder/ consortium are not under a declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. We have an office in the state and relevant documents for the same are attached. We undertake that if the local presence is not there in the state, that we shall establish an office in the state capital at Gandhinagar, within one month of the award of contract.
7. Gujarat Informatics Limited may contact the following person for further Information regarding this tender: -
 - a. Name & Designation:
 - b. Full address of office
 - c. Email ID & Contact No.
8. We are uploading our Response to the RFP (Eligibility, technical and financial bid documents) as per the instructions set out in this RFP.

Yours Sincerely,

(Signature)

Name of Authorized Signatory:

Designation:

Date:

Name of the bidder:

Annexure II: Format for Power of Attorney

(To be provided in original on stamp paper of value required under law duly Signed by 'bidder')

Dated:

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr./Ms./Mrs. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose Signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Contract **"Selection of Agency for Supply, Installation, Commissioning and Operations & Management of Wi-Fi Network at Villages, across Gujarat."** involving the deliverables including Provisioning for Software, Networking and IT infrastructure, Implementation Services, Operations , Maintenance and support for at least 5 years as per location provided in RFP issued by GIL , vide RFP (Tender Document) Document No. _____ dated _____ , issued by Gujarat Informatics Limited, including Signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Gujarat Informatics Limited or any governmental authority, representing us in all matters before Gujarat informatics Limited, and generally dealing with GIL in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept (Attested Signature of Mr./Ms./Mrs. _____)

(Name, Title and Address of the Attorney)

Notes: - To be executed by the Bidder - The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. - Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).



Annexure III-Authorization Letter from Original Equipment Manufacturer (OEM)

(To be provided as part of Technical Bid on letter head Signed by the authorized representative of OEM in favor of 'bidder')

To

DGM (Tech)

Gujarat Informatics Ltd

Block no. 1, 8th floor, Udyog Bhavan,

Sector-11, Gandhinagar

Tender Ref No:

Subject: "Request for proposal (RFP) for Selection of Agency for Supply, Installation, Commissioning and Operations & Management of Wi-Fi Network at Villages, across Gujarat"

Dear Sir,

I/We [manufacturer] having our office/works athereby certify that M/s [Bidder] is an authorized [relationship] of [manufacturer] and they are authorized to represent [manufacturer] in submitting their bid for [product& services] and conclude the contract with you.

We [manufacturer] are confident of M/s [Bidder's] ability to represent us and provide full support in making your project successful. We [manufacturer] have authorized to quote for this tender.

I / We hereby commit & confirm the following:

- a) The duration of the service support will be for a period of five years from the date of supply of equipment.
- b) The service support will be provided onsite and will not be charged extra.
- c) The service support will be comprehensive hence no extra charge is to be paid for any Hardware failure.

Signature

Name

Designation



Annexure IV- Bank Guarantee format for Earnest Money Deposit

Dated:

To

DGM (Tech)
Gujarat Informatics Ltd
Block no. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhinagar

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: XXXXXXXXX for ----- KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the -----, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2017.

THE CONDITIONS of this obligation are:

The EMD may be forfeited, In case of a Bidder if:

- 1) The bidder withdraws its bid during the period of bid validity.
 - a. The Bidder does not respond to requests for clarification of their Bid.
 - b. The Bidder fails to co-operate in the Bid evaluation process.
 - c. The bidder, fails to furnish Performance Bank Guarantee in time.
- 2) The bidder fails to Sign the contract in accordance with this RFP
- 3) The bidder is found to be involved in fraudulent and corrupt practices

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

This guarantee will remain valid up to 6 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the GISL/GIL and further agrees that the guarantee herein contained shall continue to be enforceable till the GISL/GIL discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the GISL/GIL 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 GISL/GIL or any other indulgence shown by the GISL/GIL or by any other matter or things.



GUJARAT INFORMATICS LIMITED
BLOCK NO. 1, 8TH FLOOR, UDYOG BHAVAN, SECTOR-11, GANDHINAGAR

The Bank also agree that the GISL/GIL 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 GISL/GIL may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address with seal

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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.



Annexure-V- PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.
Date:

To,

DGM (Tech)
Gujarat Informatics Ltd
Block no. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhinagar

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for "Request for proposal (RFP) for Selection of Agency for Supply, Installation, Commissioning and Operations & Management of Wi-Fi Network at Villages, across Gujarat", for the M/s Gujarat ISP Services Limited ("GISL")

AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

1. WHEREAS we _____ ("the Bank", which expresSion shall be deemed to include it successors and permitted as Signs) have agreed to give the Gujarat ISP Services Limited ("GISL") the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to GISL/GIL under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GISL/GIL under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GISL/GIL in that behalf and without delay/demur or set off, pay to GISL/GIL any and all sums demanded by GISL/GIL under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GISL/GIL to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

 Attention Mr. _____.

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of __ months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decided by the bidder and GISL/GIL.

The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.



GUJARAT INFORMATICS LIMITED
BLOCK NO. 1, 8TH FLOOR, UDYOG BHAVAN, SECTOR-11, GANDHINAGAR

- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or Future, between Bidder and the Bank.
- 4. The BANK also agrees that GISL/GIL 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 BIDDER and not withstanding any security or other guarantee that GISL/GIL may have in relation to the Bidder's liabilities.
- 5. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GISL/GIL or any other indulgence shown by GISL/GIL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
- 6. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of,2017

Witness

(Signature)

(Name)

(Official Address)

Dated:

(Signature)

Bank Rubber Stamp

(Name)

Designation with Bank Stamp
Plus Attorney as per Power of
Attorney No.

Annexure VI- Financial Details of the Bidder

Turnover (In Crore)			Net Worth (In Crore)		
2013 - 2014	2014 – 2015	2015 – 2016	2013 - 2014	2014 – 2015	2015 – 2016

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 System Integration and Services. Bidder shall upload a certificate from the statutory auditors.
3. Bidder should have a positive Net worth. In this regard bidder, should upload a certificate from the statutory auditors.

Name:

Designation:

Signature of the Authorized Signatory (with seal):

Annexure VII- Bidder’s Experience

DETAILS OF PAST INSTALLATION OF CAMPUS WI-FI PROJECTS

S. No.	Client Name & Address	Project Name	Nos. of Access Points commissioned	User Capacity	Contact details (Name, Designation, Phone No., Email ID)
1					
2					
3					
4					
5					

Note:

1. Upload the copy of successful work completion/Work in Progress certificates from client, Work Order/ Purchase Order, Self-certificate of completion or work order and phase completion certificate from client etc.
2. Please mention only those projects which meet the eligibility criteria bidder.

Name:

Designation:

Signature of the Authorized Signatory (with seal):

ANNEXURE VIII: COMPLIANCE STATEMENT

Sr. No	Proposed Hardware as per Specification	Quantity	Proposed Technical Specification	Complied / Not Complied	Comments
1					
2					

Note: The bidders will have to incorporate any additional hardware or software required for the implementation of the project and achievement of SLAs. Bidders should carry out independent assessment to as to what exact number of hardware might be required.

Name:

Designation:

Signature of the Authorized Signatory (with seal):