

Revised Bid Document Dated 18.03.2017



GUJARAT INFORMATICS LIMITED

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

**Revised Bid for Supply of Internet Bandwidth
for various offices across the state
On behalf of Home Department, Govt. of Gujarat.**

(Tender no. HWT131216401)

Pre-bid Meeting : **23.12.2016 at 1500 hours (Concluded)**

Last Date of Receipt of Bid : **31.03.2017 till 1500 hours**

Date of Opening of Bid : **31.03.2017 at 1700 hours**

Bid Processing Fee: Rs. 15000

Table of Contents

Sr. No.	Description
1.	Introduction
2.	Scope of work
3.	Eligibility Criteria
4.	Instructions to the Bidder
5.	Evaluation Methodology
6.	Bid Opening
7.	Award of Contract
8.	Signing of Contract
9.	Schedule of Requirements
10	Form T-1 & F-1
11	Draft SLA Agreement

Closing Date & Time: 31.03.2017, 1500 Hrs

Un-price Bid Opening Venue:

Gujarat Informatics Limited

Block no. 1, 8th floor,
Udhyog Bhavan, Sector-11,
Gandhinagar-382010,

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

DGM (Tech)

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

Phone: 23259239,

E-mail: viveku@gujarat.gov.in

1. Introduction

The proposals are hereby called for from the Internet Bandwidth Providers having Capability and resources to provide the Internet Bandwidth as per the requirement of GoG. Bandwidth provider is required to maintain the service delivery uptime as mentioned in RFP, for which they have to sign Service Level Agreement (SLA) with GoG, as per the enclosed format.

Gujarat Informatics Limited (hereinafter referred to as "GIL"), on behalf of Home Department, Govt. of Gujarat, Gandhinagar intend to invite offers through E-tendering route for Supply of Internet Bandwidth of 2/5/10 Mbps for various offices of Home Department, Govt. of Gujarat, Gandhinagar across the State.

2.0 Scope of Work

The bidder is required to commission and provide Internet bandwidth to 1400+ offices of Home Department, Govt. of Gujarat including Police Stations across the state of Gujarat.

All locations require alternate secondary connectivity immediately after closure of the BSNL contract. (i.e. 31/03/2017)

The list of the offices provided by Home Department, Gandhinagar where Internet bandwidth needs to be provided is enclosed at Annexure - A.

Providing Internet bandwidth to offices as desired by Home Department and maintenance and management of Internet bandwidth for 24*7*365 days during the contract period.

The Internet bandwidth provider has to provide solution of white listing of internet sites as access has to be given only for Govt. of India, State Govt. & NIC websites in consultation with Home Department. Any other application or website should not be accessed. In addition to white listed Website/IP Address, provision to open Government of Gujarat Websites (to check whether connectivity is up or down) should also be given. No other websites, including popular search engines/webmail sites should be allowed. The white listing may have to be revised time-to-time as need arises. However, white listing would be done at policy level applicable to all media of internet connectivity procured by Home Department. The revision of white listing would be supported with no associated cost.

The Internet bandwidth provider has to provide escalation matrix over & above 24 x 7 helpdesk/call centre at SCRB, Gandhinagar. The bidder has to keep 1 dedicated resource at State Crime Record Bureau (SCRB), Gandhinagar to resolve day to day issues on 24*7 basis.

The bidder has to ensure the download speed of 2/5/10 Mbps at respective locations and 1:1 ratio for download/upload speed at all the locations.

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

- For 2 Mbps, the last mile connectivity should be given either on Wireless (RF)/Wired/Fiber.
- For 5 Mbps, the last mile connectivity should be given either on Wireless (RF) or Optical Fiber only.
- For 10 Mbps, the last mile connectivity should be given on Optical Fiber only.

From the nearest PoP, Wireless (RF)/Wired should be only on single hop within 500 meter range.

In case of M/s. Bharat Sanchar Nigam Ltd. who is providing connectivity in GSWAN, will have to provide the required internet bandwidth through separate media other than the media provided in GSWAN.

The equipment provided for commission of bandwidth should be kept up and running and is to be maintained by bidder. To meet the up time and SLA of connectivity, bidder will ensure proper maintenance and support of equipment provided during tenure of agreement.

The Bidder will have to provide cloud enabled- NMS facility to monitor the bandwidth utilization of each location with the provision of 20% more capacity of total terminals (as per quantity mentioned in price bid).

The provided NMS should be able to generate pre-configured (system based) report as follows:

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

The above mentioned NMS reports will have to be submitted to SCRB, Gandhinagar, /Home Department, Govt. of Gujarat. After reviewing the utilization at particular location, Home Department, Govt. of Gujarat or it's designated agency will decide suitably for up gradation of bandwidth if require.

The service provider will have to provide Read rights and access to Remote Monitoring Tool to SCRB NOC.

Bidder are required to procure tool/Software application at end user office level to measure the availability of bandwidth as per RFP. This bandwidth availability data should also to be logged and store in user's computer.

Delivery of bandwidth:

- (i) Bandwidth must be delivered at various offices including police stations at bandwidth Provider's cost.
- (ii) **Installation & Commissioning of bandwidth:** Within 16 weeks from the date of Work Order. Failure to install & commission the bandwidths would attract penalties as per the SLA terms in this RFP.

Rate Contract:

Order for bandwidth can be placed anytime during the tenure of the tender and the contract period will be for 5 years. After completion of every year, the finalized rates will be compared with the current market rates & prices will revised at the discretion of Home Department.

Bidder shall quote the prices as mentioned valid for 1 Year.

Home Department, Govt. of Gujarat is planning to provide connectivity under the e-GujCop Project to all Chowkis, Outposts and other makeshift semi-permanent locations and the order for the same can be placed anytime during the tenure of the contract as per the finalized rates.

Project Management:

- (i) Bidder shall act as single solution provider to organize and manage the entire project –including design, supply, installation and commissioning of all required hardware, software, networking, accessory items and local electrical wiring for electrical power supply (which includes & not limited to surge protectors, electrical switches, MCBs etc.) The Bidder shall be in a position to test, demonstrate and certify the basic requirements in accordance with the contract.
- (ii) The Bidder will be responsible to undertake and complete the works related to supply installation and commissioning services any where in the state of Gujarat promptly and within the duration prescribed by GoG.
- (iii) The Bidder will be responsible to provide the Internet Bandwidth at the locations at the agreed price. The works are to be completed on turnkey basis. The Bidder shall be responsible for implementation of the work as defined.
- (iv) The Internet Bandwidth shall be supplied strictly in accordance with the specifications and conditions stated in the SLA of the RFP.
- (v) The proposed system should be scalable and upgradeable with sufficient capacity in a modular manner.
- (vi) The Bidder shall give presentation about his proposal to the committee nominated by the Home Department, Govt. of Gujarat.

Contract Period:

Validity of this contract is for a period of 5 years. No upward revision will be permitted in rates of Internet bandwidth in these 5 years. The period of contract is extendable subject to periodic review of performance by Home Department, Govt. of Gujarat.

Eligibility Criteria

The bids are hereby called for from the Bidders who fulfil following technical & financially eligibility criteria in providing 2/5/10 Mbps Internet Bandwidth.

- (i) The bidder should have an average turnover of Rs. 10 Crore (Minimum) in the last three financial years. The copies of Audited Annual Accounts for last three years shall be attached along with the bid.
- (ii) The Bidder must have sufficient experience and expertise in providing Internet Bandwidth. The Bidder must be in the ISP business for more than 3 years & must have a valid class A ISP license or class B ISP license valid for entire Gujarat state and must have minimum 20 customers of 2 Mbps across Gujarat. The list of the customers with name, address and contact details along with

purchase order must be provided with the bid. The copy of valid ISP license is required to be enclosed.

- (iii) The Bidder must have supplied at least 100 Mbps internet bandwidth across Gujarat. Copy of supporting document should be enclosed.
- (iv) The Bidder must be able to provide internet bandwidth with last mile connectivity on **Wireless (RF)/Wired/Optical Fiber**.
- (v) The Bidder must have a customer support facility. Documentary proof should be enclosed.
- (vi) The Bidder's ISP Network uptime should be at least 99.5, and Packet loss should be less than 1%. Declaration form should be enclosed.
- (vii) The Bidder should have local presence and service support infrastructure in the state to provide required services. Please attach the copies of any two of following: Telephone Bills of last one year/ Property tax bill/copies of Electricity Bills of last one year/VAT/CST Registration/Lease agreement.
- (viii) Consortium is not allowed.
- (ix) Bidder should have its own 24*7 network monitoring center. Please attach documentary evidence for the same.

The Bidder must provide valid documents in support to their Technical and Financial capabilities / strength, as mentioned above. Without proper supporting documents, proposal is liable to rejection.

Note: Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

4.0 Instructions to Bidder

- Conditional Bids will not be accepted. The successful bidder is liable to be terminated during the contract period, in case the conditional contract comes to the knowledge of the State Government.
- The bidder will have to remit Bid Processing Fees of Rs. 15000/- (Non refundable) & EMD of Rs. 10,00,000 /- (refundable) on or before the date and hours of opening of the bids in a sealed cover at GIL office with the heading "Bid Processing fees and EMD for the tender for supply of Internet bandwidth for various offices across the state on behalf of Home Department, Gandhinagar.
- Unsuccessful/Disqualified bidder's E.M.D. will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value as prescribed by GIL, whichever is earlier.
- EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 15 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 A) and must be submitted along with the covering letter.

- The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee @ 10% of the total order value and start commission the bandwidth at various places or after completion of bid validity whichever is later.
- The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. in case of a successful Bidder, if the Bidder fails:
 - to sign the Contract as mentioned above or
 - to furnish performance bank guarantee as mentioned above or
 - If the bidder is found to be involved in fraudulent practices.
 - c. If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited.
- The Bidder shall bear all costs associated with the preparation and submission of its application/proposal.
- The Bidder shall attach the relevant information in the prescribed formats. Documents not submitted in the prescribed formats shall be liable for rejection.
- At any time prior to the deadline for submission of bid, The Government of Gujarat for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders may modify the document by amendment. These amendments will be published on the web site <https://gil.nprocure.com> & www.gil.gujarat.gov.in.
- The Clarifications must be submitted in writing at GIL at least 5 days before the submission date. Thereafter the clarifications received from the bidders will not be entertained.
- In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
- The Government of Gujarat in its sole discretion reserves the right to reject any or all the Bidders without assigning any reasons whatsoever.
- The bid should be submitted on the website <https://gil.nprocure.com> on or before 1500 Hours, 31.03.2017.
- Incremental Bandwidth- In case the department decides to increase the bandwidth at some locations, then the rates quoted in the financial bid would be taken for the calculation.
- The bidders are required to quote for all the line items as mentioned in schedule of requirements & for all the locations.
- In case the department decides to increase the bandwidth from 10 Mbps to 20 Mbps, the rates for 20 Mbps will be considered as finalized rates for 10 Mbps + 40% extra on rates for 10 Mbps.
- Bid validity will be of 1 year from the date of financial bid opening. A bid valid for shorter period shall be rejected as non-responsive. If required, GIL may

extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.

The Technical bid should consist of:

- (i) Structure and organizational set-up of the Bidder
 - Name & Address of the registered office with registration particulars.
 - Whether organization is ISO 9001:2000 certified, if so, furnish the Certificate
 - Telephone Nos., Fax Nos., Email etc.
 - The applicant shall furnish Sales Tax Registration and other necessary certificates.
 - Numbers of years in business.
 - Document showing whether bidder is a company or a partnership firm.
 - Enclose the Technical concept of design of the equipments for proposed solution and details of each component along with literature. A complete approach paper should be submitted.
- (ii) Compliance Statement of all points mentioned in this document.
- (iii) Duly filled format T-1 and F-1.
- (iv) Willingness to provide proof of implementation if required during evaluation at applicant's cost.
- (v) Certificate from the applicant stating that all information and data submitted are true and correct.

5.0 Evaluation Methodology

First, the eligibility & technical criteria will be evaluated. The bidder qualifying in eligibility & technical criteria will be eligible for the financial bid opening.

GIL reserves the right to withdraw from the process or any part thereof, to accept reject any or all offers at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time without giving any reasons. No Financial obligation will accrue to GIL.

6.0 Bid Opening

- (i) Priced Bid: Priced Bids will be opened only if the bids are technically qualified and fulfill the Eligibility Criteria. GoG may at its discretion discuss with Bidder(s) available at this stage to clarify contents of Priced Bid.
- (ii) Choice of Firm: Final Choice of Firm to execute this project shall be made on the basis of conformity to technical and operational requirements, time schedule of execution and appropriateness of priced bid from the point of view of cost competitiveness.

7.0 Award of Contract

- (iii) Award Criteria: The Criteria for selection will be the lowest cost to GoG for the technically qualified bids. The grand total of Schedule of Requirements table as mentioned in the bid will be the criteria for the selection of the lowest bid. GoG / GIL may negotiate the prices with L1 Bidder if required, under each item / head offered by Bidder.
- (iv) GoG's right to vary requirements at time of award: GoG reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
- (i) In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to born the difference between lowest prices and next lowest prices.

8.0 Signing of Contract

- (i) Prior to expiration of the period of Bid validity, GOG / GIL will notify the successful Bidder and issue LoI.
- (ii) Within Six (6) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the GOG/GIL. The contract Performance guarantee has to be submitted within fifteen (15) working days of receipt of award. The Bank guarantee (Performance) shall be equal to 10% of total order value. The Bank Guarantee shall be valid for duration of 180 days beyond the expiry of contract

9.0 Payment Terms

- (i) One time charges for Last Mile Connectivity for terminating the Internet Bandwidth up to location will be paid (100%) after the successful installation & commissioning of the internet bandwidth.
- (ii) Bandwidth recurring charges will be paid on quarterly basis.
- (iii) The Commissioning date shall be the date for commencement of commercial billing cycle and payment of invoices for annual recurring cost by Govt. in terms of this agreement for a particular link. Quarterly billing cycle will start after commissioning of the 70% links of total link.
- (iv) The payment of taxes will be extra on actual basis as applicable time to time.
- (v) The bidder will have to raise a combined invoice to SCRB, Gandhinagar and the payment will be made by subject to fulfillment of SLA Conditions which will be checked by SCRB, Gandhinagar with the help of State Project Management Unit (SPMU) or any other agency.

9.0 Schedule of Requirements:

Sr. No.	Description	Bandwidth (Mbps)	Qty	One time charges for Last Mile Connectivity, for terminating the Internet Bandwidth up to location (Unit Rate)	Annual Recurring Charges (Unit Rate)	Total Rates in Rs. (Without tax)	Rate of VAT / Service Tax (%)
A	B	C	D	E	F	G= D*{E+(5*F)}	H
1	No. of offices under Home Department (The last mile connectivity should be given either on Wireless (RF)/Wire/ Optical Fiber.)	2	365*				
2	No. of offices under Home Department (The last mile connectivity should be given either on Wireless (RF) or Optical Fiber)	5	465*				
3	No. of offices under Home Department (The last mile connectivity should be given on Optical Fiber)	5	144*				
4	No. of offices under Home Department (The last mile connectivity should be given on Optical Fiber)	10	613*				
Total							

Note :

- *The above mentioned quantities are for evaluation purpose only. Payment will be made on actual quantity.
- Cost of Internet Bandwidth should be as per terms and conditions of Service Level Agreement (SLA).
- Grand Total will be calculated on without tax value.
- L1 will be the lowest sum of total of rates of all line items (w/o tax) **[Total= Qty.X {One time charges for Last Mile Connectivity, for terminating the Internet Bandwidth up to location (Unit Rate)+ 5 X Annual Recurring Charges (Unit Rate)}**
- No incremental Bandwidth rates. The next slab will become applicable on need basis where bandwidth upgraded.

Annexure - I

Formats of Application – Technical

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

Name of the Bidder:

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

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

Formats of Application – Financial

Form No. F1

Financial Strength of the Bidder

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

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

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,

DGM (Technical)

Gujarat Informatics Limited

8th Floor, Block -1, Udyog Bhavan,

Sector - 11, Gandhinagar - 382017

Gujarat, India

Whereas ----- (here in after called "the ISP") has submitted its bid dated ----- in response to the Tender no. HWT131216401 for Supply of Internet bandwidth at various offices across the state on behalf of Home Department, Gandhinagar KNOW ALL MEN by these presents that WE -----
----- having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- ----2017.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain valid up to 15 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

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

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

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

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

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

Date:

To,
DGM (Tech)
Gujarat Informatics Ltd.
Block-1, 8th Floor,
Udhyog Bhavan, Gandhinagar.

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

Ref: Tender no. HWT131216401

Dear Sir,

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

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

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

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

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

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

Thanking you,

Dated this _____ day of _____ 2017

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

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

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

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

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

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

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

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

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

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

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

CONTRACT FORM

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser) in the presence of

Signed, Sealed and Delivered by the

Said _____ (For the Supplier) In the presence of

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Introduction

The work for providing 2/5/10 Mbps Internet Bandwidth at various offices including police stations across the state and maintenance and management of Internet Bandwidth.

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

Terminology:

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

ARTICLE -1 Scope of Work

1.1 Name of the Work

Providing 2Mbps / 5Mbps/ 10Mbps (1:1, Raw, Dedicated & Net) Internet Bandwidth at Police stations, SP & CP offices and other offices of Home Department, Govt. of Gujarat and maintenance and management of Internet Bandwidth for 24*7*365 days during the contract period.

1.2 Scope of the Work

- a. Study of infrastructure
- b. Technical design of the network components for the termination of Internet Bandwidth
- c. The Service Provider shall provide 2Mbps / 5Mbps/ 10Mbps (1:1, Raw, Dedicated & Net) Internet Bandwidth at Police stations, SP & CP offices and other offices of Home Department, Govt. of Gujarat. The Service Provider shall be responsible for local loop, modem, electrical wiring (Electrical Switch, Surge Protector and MCBs) and any other hardware / software involved for making the services available at customer location, as per the terms and conditions mentioned in SLA.
- d. The Internet bandwidth provider has to provide solution of white listing of internet sites as access has to be given only for Govt. of India, State Govt. & NIC websites in consultation with Home Department. Any other

application or website should not be accessed. In addition to white listed Website/IP Address, provision to open Government of Gujarat Websites (to check whether connectivity is up or down) should also be given. No other websites, including popular search engines/webmail sites should be allowed. The white listing may have to be revise time-to-time as need arises. However, white listing would be done at policy level applicable to all media of internet connectivity procured by Home Department. The revision of white listing would be supported with no associated cost.

- e. The Internet bandwidth provider has to provide escalation matrix over & above 24 x 7 helpdesk/call centre at SCRB, Gandhinagar. The bidder has to keep 1 dedicated resource at State Crime Record Bureau (SCRB), Gandhinagar to resolve day to day issues on 24*7 basis.
- f. The bidder has to ensure the download speed of 2/5/10 Mbps at respective locations and 1:1 ratio for download/upload speed at all the locations.
- g. The Internet bandwidth at various office with last mile connectivity should be given as follows:
 - o For 2 Mbps, the last mile connectivity should be given either on Wireless (RF)/Wired/Fiber.
 - o For 5 Mbps, the last mile connectivity should be given either on Wireless (RF) or Optical Fiber only.
 - o For 10 Mbps, the last mile connectivity should be given on Optical Fiber only.

From the nearest PoP, Wireless (RF)/Wired should be only on single hop within 500 meter range.

The equipment provided for commission of bandwidth should be keep up and running and to be maintained by bidder. To meet the up time and SLA of connectivity, bidder will ensure proper maintenance and support of equipment provided during tenure of agreement.

- h. The Bidder will have to provide cloud enabled- NMS facility to monitor the bandwidth utilization of each location with the provision of 20% more capacity of total terminals (as per quantity mentioned in price bid).

The provided NMS should be able to generate pre-configured (system based) report as follows:

- o Per link bandwidth utilization report on daily basis.
- o Per link uplink/downlink speed report to be submitted on daily basis.
- o Per Link Downtime report on weekly basis.

The above mentioned NMS reports will have to be submitted to SCRB, Gandhinagar, /Home Department, Govt. of Gujarat. After reviewing the utilization at particular location, Home Department, Govt. of Gujarat or it's designated agency will decide suitably for up gradation of bandwidth if require.

- i. The service provider will have to provide Read rights and access to Remote Monitoring Tool to SCRB NOC.
- j. Bidder are required to procure tool/Software application at end user office level to measure the availability of bandwidth as per RFP. This bandwidth availability data should also to be logged and store in user's computer.

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

- a. The Service Provider should extend the call center support services for 24 * 7 (24 hours by 7 days a week) and 365 days a year.
- b. The Service Provider will co-ordinate with other respective agencies working for GoG to resolve the inter-operability issues.
- c. The Service Provider would manage and maintain necessary call records for administrative purposes.
- d. Service providers should have efficient Complaint Registration and Monitoring system (Ticketing System) and Read Access to the same should be provided to SCRB also for analysis of the complaints.
- e. Daily report should be submitted for complaint lodged location wise, time and date and no. of resolved complaints, no. of unresolved complaints, reasons of unresolved complaints and SLA limits crossed or not.

ARTICLE -2 SERVICE TERMS

2.1 General Terms

- a) The contract shall remain in force till the expiry of contract period from DD/MM/YYYY to DD/MM/YYYY. GoG reserve the right to extend the period of validity for further period on mutually agreed terms and condition for the extended period. The services under this contract shall have to render at the agreed remuneration. No extra remuneration shall be payable in case of delay of work by the Service Provider.
- b) The payment shall be made on the basis of availability of Internet Bandwidth to GoG. Bills shall be raised and sent to Purchasing Department for certification and recommendation and making the payment.
- c) During the validity of the contract period, the Service Provider shall render their services timely as per requirement. In case of genuine reason, if Service Provider is not in position to provide the Internet Bandwidth as per SLA, the same shall be intimated well in advance to GoG. In case of such delay and in absence of services, if the work is carried out through other agency, then the same shall be at the same cost of the Service Provider.
- d) In case of breach of any terms and condition of the contract, the Service Provider shall be given a notice to rectify it. However, if they

fail to rectify it within 72 hours, then they will be liable to pay compensation to GoG at the rate decided by GoG and same shall be sufficient cause for termination of contract.

- e) The Service Provider shall take required insurance for all of their representatives / engineers working on the site at their own cost. GoG will not be responsible for any loss or damage to any of the representative of the third party during the said contract.
- f) In case of natural calamities or some other Force Majeure any damage occurred to the properties and premises of the Service Provider, for that GoG would not be responsible.
- g) In case of any dispute, decision of GoG shall be final and binding to the agency.
- h) The Service Provider shall maintain 99.00% service up-time, i.e. availability of the Internet bandwidth. The down time of any reasons other than force majeure circumstances/condition mentioned in Article of this agreement will be considered as service down time calculation for Internet bandwidth.
- i) The Service Provider shall pay 10% of the cost of service charges, in the form of bank guarantee issued by of from All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time at the time of agreement.
- j) The Service Provider is responsible to provide operational support to maintain the uptime of the services related to Internet Bandwidth.
- k) The Service Provider is responsible to ensure uptime of the services as required by GOG. Hence, the uptime for all the equipments / application software's / components used for the Internet Bandwidth is the sole responsibility of the Service Provider.
- l) The Service Provider shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose to any agency in any way, information, documents, technical data, experience and know how, without prior written permission from GoG.
- m) Service Provider shall ensure that no cyber crime or compromise of data should take place at any level
- n) Any damage caused to the property of Government of Gujarat while executing the job shall be solely Service Provider's responsibility. In case any damage to the property is caused, the same will be recovered from the Service Provider and no any extra cost shall be paid for such reasons.
- o) Deleted
- p) Deleted
- q) In case of any major changes, at the setup and at configuration level, the necessary document update in the form of Upgrade should be submitted by the Service Provider to GOG from time-to-time.

- r) The Service Provider will have to manage and maintain necessary 'Logs' for administrative purposes. And will have to analyze the same to prepare call statistics report. The performance statistics is required to be prepared on weekly basis which would be the base for deciding the uptime of the required service.
- s) Security Measures to be defined, established, implemented and managed in consultation with GoG as per the requirements.

2.2 Approvals / Clearances

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

2.3 Amendment to the Agreement

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

2.4 Use of Agreement Documents and Information

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

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

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

2.5 Termination

2.5.1 By the "Purchaser"

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

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

2.5.2 Supplier"

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

- a) If the "Purchaser" fails to pay any money due to the Supplier pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue.
- b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than five (5) days in

the case of man made disasters / emergencies and for a period not less than fifteen (15) days for Natural disasters.

- c) If the "Purchaser" fails to comply with any final decision reached as a result of arbitration.
- d) If the "Purchaser" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the "Purchaser" of the Supplier's notice specifying such breach.

2.6 Resolution of Disputes

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

The place of the arbitration shall be Gandhinagar, Gujarat.

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

The proceedings of arbitration shall be in English language.

2.7 Taxes and Duties

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

2.8 Books and Records

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

2.9 Performance Guarantee

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

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

Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time in the format provided by GoG to be submitted Within 15 working days of receipt of award.

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

2.10 Third Party Agency

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

2.11 Supports from External Agency

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

ARTICLE - 3 PENALTY

- (i) **Penalty for delay in installation & commissioning:** If the bidder fails to commission the internet bandwidth at a particular location within 16 weeks;

For 2 Mbps link: The penalty of Rs. 2000 per week will be levied.

For 5 Mbps link: The penalty of Rs. 4000 per week will be levied.

For 10 Mbps link: The penalty of Rs. 10,000 per week will be levied.

If the delay gets beyond 21 weeks, then the order for that particular circuit/location will be terminated and the work will be awarded to L2 bidder at L1 rates.

SLA report for each of the link should be submitted by service provider quarterly for calculation of the penalty.

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

(ii) **Operational Penalty:**

The Service Provider shall be responsible for maintaining the desired performance and availability of the system/services. The bidder should ensure the prompt service support during contract period. If complaint is lodged before 4 pm of the working day, the same should be attended on the same day. Operational penalty will be imposed for each 'Hour' delay or part there of delay, until actual availability of agreed Internet Bandwidth. If the Service Provider fails to provide services as specified above, the following penalty will be imposed.

If quarterly Service uptime is

- 1) 99.00% or better : NO Penalty
- 2) Between 90.1% to 98.99% : The penalty would be calculated as Follows:
Bidders cost of respective bandwidth per hour*2.
- 3) Below 90% : No payment of that quarter.
- 4). In case respective office does not get committed bandwidth (download/upload speed) bidder will be penalized Rs 1,000 (Rs one Thousand) per instance per link on cumulative basis, subject to maximum 10% of quarterly amount.

The uptime will be considered link wise and quarterly basis and the penalty will be calculated accordingly on cumulative basis.

The Overall amount of penalty shall be subject to a maximum limit of quarterly payment value.

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

- 1) Downtime due to 'planned outage' for which prior intimation has been given.

- 2) The uptime or Downtime calculation will not include any down time related to any media & its equipments, which are not provided/ installed by the Service Provider.
- 3) The downtime caused due to problems in GoG Network and/or GoG'S media will not be considered as down time.
- 4) The downtime caused due to problems related to non availability of power at purchase locations, due to switched off and/or failure of power due to above.
- 5) Downtime due to Non browsing/slow browsing of any due to Websites' own problem/any other problem, server/virus problem in the network, limited allocation of bandwidth by GoG to respective offices etc.

ARTICLE -4 FORCE MAJEURE

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

4.1 Force Majeure Events

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

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

- (a) Failure of satellite due to atmospheric / other space disturbances like sunspots etc.

- (b) Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including.
- (c) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- (d) Explosion or chemical contamination (other than resulting from an act of war);
- (e) Epidemic such as plague;
- (f) Any event or circumstance of a nature analogous to any of the foregoing.
- (g) Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
 - Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
- (h) Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
- (i) Any event or circumstance of a nature analogous to any of the foregoing.

4.2 Force Majeure Exclusions

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

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

4.3 Procedure for Calling Force Majeure

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

ARTICLE - 5 PAYMENT TERMS

The GoG agree to pay Rs. _____
(Rupee _____)

Only) as quarterly service charges/ rental charges for supply , installation and commissioning of the 2Mbps / 5Mbps/ 10Mbps (1:1, Raw, Dedicated & Net) Internet Bandwidth at Police stations, SP & CP offices and other offices of Home Department, Govt. of Gujarat. The cost is including quarterly Maintenance Charges but does not include service taxes and educational cess etc., the GoG as actual shall pay it. The Service Provider shall be paid the quarterly rental charges on quarterly basis by Purchasing Department.

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

In WITNESS whereof, these parties to this Agreement have signed on _____ day of _____, 2017 by and in the in the presence of the following witnesses:

Signed by:

Witnesses

1. Purchasing Department,

1. _____
2. _____
3. _____

1. The Service Provider

1. _____
2. _____
3. _____