



Request for Proposal (RFP) for Selection of implementing Agency for supply, installation, commissioning and operations & Maintenance for Seven years of IP Telephony network at Gandhinagar for Government of Gujarat

RFP NO.: GIL\DST\SICN Upgradation\2017-18 dated 16.06.2017



Issued by:



GUJARAT INFORMATICS LIMITED

Block No: 1, 8th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010

Phone No: 079 23256022, Fax No: 079 23238925

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

- ❖ GIL - Gujarat Informatics limited (A Government of Gujarat Company), On behalf of Department of Science & Technology, Government of Gujarat invites Bids from the organizations for Selection of implementing Agency for supply, installation, commissioning and operations & Maintenance for 7years of IP Telephony network at Gandhinagar, for Department of Science & Technology, Government of Gujarat.
- ❖ DST/GIL intends to select the firm by inviting the proposals through Open Tender Process. Bidder shall upload their bids on <https://gil.nprocure.com>.
- ❖ The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to be submitted to GIL office.
- ❖ Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- ❖ Services offered should be strictly as per requirements mentioned in this Bid document.
- ❖ Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- ❖ Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, DST/GIL reserves the right to ask for a revised financial offer.
- ❖ Any subsequent corrigenda / clarifications will be made available on <https://gil.nprocure.com>.
- ❖ There will be a three-stage selection process comprising of - Pre-qualification, Technical qualification and Financial Bid. The Selection of firm would be done as per the evaluation method and procedures described in this RFP.
- ❖ **In addition to this RFP, the following sections attached are part of Bid Documents.**

Section – 1	Project Profile
Section – 2	Eligibility Criteria
Section – 3	Scope of Work
Section – 4	Functional & Technical Requirements
Section – 5	Service Level Agreement, penalties and Payment terms
Section – 6	Instructions to the Bidders
Section – 7	Price Bid
Section – 8	Annexure

Instruction to the bidders for online bid submission:

- ❖ Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gil.gujarat.gov.in and <https://gil.nprocure.com>
- ❖ The bids have been invited through e-tendering route i.e. the eligibility criteria, technical and financial stages shall be submitted online on the website <https://gil.nprocure.com>
- ❖ Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com> Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- ❖ In case of any clarifications required, please contact DGM (Tech), GIL in writing 5 days before the Pre-Bid meeting date.

Important Dates:

Selection of implementing Agency for supply, installation, commissioning and operations & Maintenance for 7 years of IP Telephony network at Gandhinagar for Government of Gujarat		
1.	Contract Period	07 Years
2.	Delivery	Services to be offered as per schedule from the date of the Acceptance of Lol/ PO.
3.	Pre-Bid Meeting	27.06.2017 at 1500 hours Gujarat Informatics Limited, Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar-382010
4.	Bid Due date	11.07.2017 up to 1500 hours
5.	Date of Opening of Un-priced bid	11.07.2017 at 1700 hours
6.	Date & Time of opening of Technical & Commercial stage	Will be intimated to the qualified bidders at a later date.
7.	Venue of opening of Technical & Commercial Bid/s	Gujarat Informatics Limited, Block No. 1, 8 th Floor, Udyog Bhawan, Gandhinagar-382010
8.	Bid Processing Fees (Non-refundable)	Rs. 15,000 (Fifteen Thousand Only)
9.	Bid security (EMD)	Rs. 40,00,000/- (Rupees Forty Lacs Only)
10.	GIL Contact person	DGM (Tech), GIL

NOTE: Please address all queries and correspondence to:

DGM (Tech)
Gujarat Informatics Limited,
Block No.1, 8th Floor, Udyog Bhavan, Gandhinagar-382010
Phone No.: 079 - 232 59239
E-mail: viveku@gujarat.gov.in, vijayb@gujarat.gov.in

DEFINITIONS

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

1. **"Acceptance Test Document"** means a document, which defines procedures for testing the deliverables against requirements laid down in the Agreement.
2. **"Agreement"** means the Service Level Agreement to be signed between the successful bidder and DST/GIL 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/ Agency"** shall mean any person/ agency authorized by either of the parties.
4. **"Bidder"** means any agency providing similar solutions as per the scope of work of 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 DST/GIL signs the Service Level Agreement.
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 DST/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. **"Law"** shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
11. **"Request for Proposal"** means the detailed notification seeking a set of solutions(s), services(s), materials and/or any combination of them.
12. **"Requirements"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
13. **"Service"** means provision of Contracted services for DST, DST/GIL.
14. **"Subsystem"** shall mean the in major components of the IP Telephony Network. E.g. in Servers, Voice Gateway, End points/IP phones etc.
15. **"Termination Notice"** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
16. **"Uptime"** means the time period when specified services with specified technical and service standards as mentioned in Section-5 are available to DST/GIL and its user organizations. The uptime will be calculated as follows:

Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
17. **"% Uptime"** means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.

18. **"Downtime"** means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.
19. **"Incident"** refers to any event / abnormalities in the functioning of the IP Telephony Network (Cloud) Enablement components in State Data Centre / specified services that may lead to disruption in normal operations of the IP Telephony based services
20. **"Support"** shall mean 24x7x365 days back to back OEM support includes upgrades, patch updates, bug fixes, Fault Reporting, Trouble Ticketing, and resolution of related enquiries during the contract period.
21. **"Scheduled Maintenance Time / Scheduled downtime"** shall mean the time that the System is not in-service due to a scheduled work. Scheduled maintenance time is planned downtime with the prior permission (Minimum 48 Hour prior Notice).
22. **"Scheduled operation time"** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications hosted on cloud will be 24x7x365.
23. **Soft Client/Agent/UC client** is an app/software/program which will enable users to do audio and video calling through PC/Desktop, laptop and mobile phones.
24. **Users:** End Point/IP phone users are classified as mentioned below:
 - a. **Type A Users:** Users with all the facilities like Video IP phone, audio and video calling, soft client/agent on desktop/laptop and mobile phone for audio and video calls, conferencing etc.
 - b. **Type B Users:** Users will get normal IP phone with CLI, audio/voice calling, audio conferencing. Video calling facility through soft client/agent on need basis through allocation of required licenses from the reserve license bank.

Abbreviation

Abbreviation	Description
Gol	Government of India
GoG	Government of Gujarat
DST	Department of Science & Technology, Government of Gujarat
GIL	Gujarat Informatics Limited
GSWAN	Gujarat State Wide Area Network
GSCAN	Gujarat Sachivalaya Campus Area Network
GSDC	Gujarat State Data Center
FAT	Final Acceptance Test
BoQ	Bill of Quantity
NOC	Network Operations Center
EMD	Earnest Money Deposit
FAT	Final Acceptance Testing
ICT	Information Communication and Technology
IP	Internet Protocol
LoI	Letter of Intent
LoA	Letter of Award
O&M	Operations and Maintenance
PBG	Performance Bank Guarantee
PoE	Power Over Ethernet
SI	System Integrator
SOP	Standard Operating Procedure
SoW	Scope of Work

SECTION: 1

PROJECT PROFILE

SECTION: 1: PROJECT PROFILE

Gujarat Informatics Limited (GIL), on behalf of Department of Science & Technology (DST), Government of Gujarat intends to invite bids from the bidders having capability and resources for the ***“Selection of implementing Agency for supply, installation, commissioning and operations & Maintenance for 7 years of IP Telephony network at Gandhinagar for Government of Gujarat”*** to cater its voice communication needs.

Background:

- 1) **Existing Telephony Network:** The Sachivalaya Integrated Communication Network (SICN) was setup in the year 2000 by Department of Science and Technology, Government of Gujarat to cater its voice communication needs. This critical telephone network runs on the **Avaya G3R V7 Definity** system. The current set up consists of approximately 9,000 extensions (Analog + Digital), 23 PRI Links, Peripherals like Voice Mail System, Call Billing system and other Services. At present, there are total 10 Remote Units (RUs) and a Main Unit in SICN network. These RUs are connected to the main location (PPN) at Vidhansabha, Gandhinagar through dedicated fibre optic links owned by Department of S&T, GoG. Further, PRIs are distributed at 4 different RU locations.
- 2) **Gujarat Sachivalaya Campus Area Network (GSCAN):** The Government of Gujarat (GoG) has established Gujarat Sachivalaya Campus Area Network (GSCAN) in the year 2004 to improve the administrative efficiency in the Sachivalaya Campus. The GSCAN is envisaged as the backbone network for data, video and voice communications throughout the Sachivalaya, for the Government operations. GSCAN links all Government offices at the State Secretariat (Sachivalaya), Gandhinagar. Existing GSCAN network has recently upgraded in the year 2014. The key applications envisaged on the network are Internet, Video Conferencing, Voice and Data Communication, Intranet Operation.

Apart from above mentioned DST, GoG has also implemented state of art, technology driven projects like Gujarat State Data Centre (GSDC) Gujarat State Wide Area Network (GSWAN) to fulfill the need of centralized infrastructure for providing connectivity and hosting various application vital for the State government.

Way Forward:

“Department of Science & Technology, Government of Gujarat envisages to build IP Telephony network by leveraging its existing fiber Network backbone of GSCAN & GSWAN throughout the state capital Gandhinagar, Gujarat” As mentioned above, DST/GIL intends to implement state of art next generation IP based voice communication system to upgrade its legacy communication network “SICN” at State Capital.

SECTION: 2

ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA

S/N	Specific Requirements	Documents Required
1	Bidder should be a company registered under Indian Companies Act, 1956, should be an established IT/Telecom System Integrator operating for the last five years as on bid submission date.	Certificates of incorporation AND Self-Declaration Certificates
2	Bidder must have annual turnover of at least Rs. 100 crores for each of the last three financial Years as on 31 st March 2016. AND <i>Average Annual Sales Turnover of the bidder solely generated on account of Telephony Business/VoIP/ unified Communication during the last three years should be at least Rs. 50 crores as on 31st March 2016.</i>	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. Statutory auditor certificate mentioning turnover of the bidder should be enclosed.
3	The bidder should have executed at least 1 (one) System Integration Project with IPPBX having minimum value of Rs. 2 crores in India during the last 03 years as on bid submission date.	Please attach copy of purchase order and work completion certificate.
4	The bidder must have positive Net worth in each of the last three financial years as on 31 st March, 2016	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed.
5	OEMs of Proposed solution should have existence in India for the last Five years as on bid submission date. AND IP Telephony Solution (IP PBX) must have been implemented at Minimum Three locations/Projects globally having Minimum 10,000 IP phones in each project.	OEM Undertaking confirming the existence along with copies of work completion certificate or work order/ purchase order.
6	The OEM of the proposed IP Telephony solution must be in the leader/challenger quadrant in each of the last three years (2014, 2015 & 2016) Gartner Magic Quadrant report for Unified Communication.	Undertaking from the Bidder confirming the compliance.
7	The bidder should be authorized by its OEM to quote in the bid. The bidder should have a back-to-back support agreement/arrangement for services including supply of spare parts etc. with the Original Equipment Manufacturer (OEMs). All the proposed equipment's should not be declared End-of-Production for next 2 years and End-of-Support for next 7 years from the date of bid submission by the OEMs.	Authorization certificate from OEM specific to this bid should be enclosed. Undertaking from Bidder if multiple OEM components being supplied as part of overall solution. The OEM undertaking letter should be enclosed.
8	The bidder should have an Office in Gujarat preferably at Ahmedabad or Gandhinagar OR Bidder should provide undertaking to open the same within 45 days from the award of Work Order.	Xerox copy of any two of the followings: Property Tax Bill/Electricity Bill/ Telephone Bill/ VAT/CST Registration/Lease agreement.
9	Bidder and OEM should not be blacklisted by any Ministry of Government of India or by any State Government of India or any of the Government PSUs at the time of bidding.	Self-Declaration/ Certificate / affidavit mentioning that the Bidder is not blacklisted as per the clause.

Note

- 1.) The bidders meeting the above eligibility criteria will be short listed and considered for further technical evaluation.
- 2.) The Bidder must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- 3.) The bidder is required to submit the MAF for proposed solution including Hardware, software, etc.

SECTION: 3

SCOPE OF WORK

SCOPE OF WORK

The Department of Science and technology is looking forward to build the in-house IP based Telephony Infrastructure capabilities to serve the need of voice communication of Government of Gujarat. Selected bidder needs to provide complete solution with a low-level design and implementation plan for migration to IP Telephony Platform from the legacy system without effecting day to day functioning of the Government.

The solution proposed by the bidder should include all the necessary components like hardware, software, licenses, etc. to enable the DST/GIL for providing voice communication services from the day one. The scope of work under this RFP is broadly divided into two components:

- A) **System Integration Component:** Supply, Installation, Configuration, Testing, Commissioning and Support (24x7x365) of IP Telephony Infrastructure deployed for Government of Gujarat at Gandhinagar.
- B) **Operations & Maintenance Component:** O&M for a period of Seven years from the date of Go-live of newly installed & Commissioned IP Telephony System, IT and Non-IT Infrastructures.

A) System Integration Component:

- 1) Bidder is responsible for supply, installation, testing, commissioning of the required Hardware and software components (Inclusive of active and Passive components and sub components) as per the technical and functional and specification mentioned in the RFP document to successfully run the services envisaged. Further, Bidder is also responsible for operation & maintenance of the new system for the period of 7 years from the date of Go-Live.
- 2) The licenses procured by the selected bidder should be in the name of Department of Science and Technology, Government of Gujarat valid perpetual for life.
- 3) *It is envisaged that the new IP telephony infrastructure will be initially sized for 15,000 users. From the day one spread across Gandhinagar over 10,000 users will be connected immediately.*
- 4) Proposed telephony solution should be based on IP backbone. DST, envisage to use its existing GSWAN fiber backbone which connects various offices of GoG spread across Gujarat to carry the required voice traffic.
- 5) Bidder should provision required hardware and software components like Main Call control server, PRI Gateway, UPS, Main Call manager, Call Accounting/Billing software, End Point-IP phones, patch cords, power Adapter etc. with appropriate licenses perpetual for life to successfully operate the system as envisage.
- 6) It is envisaged that the central infrastructure of the proposed IP Telephony system will be installed at Gujarat State Data Center, Gandhinagar. Further, it is also envisaged that the Disaster recovery of the main call control server/s will be installed at Server Farm situated at the basement of Vidhanshabha building, Gandhinagar, Gujarat (or any other location decided by DST/GIL later on) in Gandhinagar, which is connected to GSWAN network.
- 7) In case of any failure at main call control server/system there should be seamless failover to the disaster recovery server/system.
- 8) Bidders will have to use the existing LAN cabling and switching infrastructure for deployment/implementation of endpoints/IP Telephones in place of existing analog/digital phones

throughout the Gandhinagar. Further, required patch cords for the same has to be supplied by the bidder.

- 9) Bidder is required to implement the security policy i.e. encryption of voice on IP phones etc. in consultation with DST/GIL as and when required. The bidder is also required to maintain the privacy, security and confidentiality of all the calls and the deployed system.
- 10) Bidder needs to ensure minimum downtime during the migration to the new system as the existing system is in production and it is a critical voice communication for entire state government.
- 11) Bidder needs to adopt the existing numbering schema only. However, if required or need arises DST/GIL may ask bidder to prepare a plan & implement New numbering schema after formal approval by the DST/GIL.
- 12) Bidder will have to submit detailed Project implementation plan covering approach & methodology of execution and migration, proposed numbering schema etc. It is also envisaged that migration activities should be carried out on weekend/holidays. However, if it is necessary to do any migration activity on working days then it should be done in off hours i.e. between 6:00pm to 9:00am with prior approval from DST/GIL.
- 13) To ensure seamless connectivity and quality of communication, bidder will be responsible to configure QoS and any additional configuration on existing network in co-ordination with DST, DST/GIL and O&M Operator.
- 14) DST/GIL or its authorized representative will conduct the Final Acceptance Test (FAT). FAT shall be considered completed successfully upon completion of all the required activities like supply, installation, testing, commissioning of the proposed solution as per the RFP/Contract agreement.
- 15) The Bidder shall ensure that the products quoted should not be **declared "End of Production" for next 2 years and "End of support" for the next 7 years** by the OEM from the date of bid submission. However, if OEM declares any equipment as end of support for any reasons, then in that case OEM has to replace that equipment with better or equivalent products without any cost to DST/GIL. OEM has to submit on their letter head, complete details on the life cycle available for the equipment, their end of support dates and replacement model if any.
- 16) The bidder is required to provide 24x7x365 days Back to back OEM support for the period of 7 years from the date of Go-Live. The support shall include Upgrades, updates, patch updates, bug fixes, Fault Reporting, Trouble Ticketing, call resolution etc. for the quoted products. Bidder has to ensure and provide OEM undertaking as per Format-13 on OEM letter head confirming compliance to the requirement.
- 17) The successful bidder is required to prepared a detailed architecture of the system to be implemented by him and submit it to the DST/GIL. Further, bidder is required to keep it up to date during the O&M period as well.
- 18) Bidders is required to maintain minimum Two hours' back-up of the proposed solution (Main call control servers, gateways etc.) on DR Site.
- 19) In future, if additional PRI lines are required to be installed or any of the existing PRI lines are to be shifted, the bidder is required to co-ordinate with the respective service provider for smooth transition.
- 20) Bidder should integrate the existing hotline services in the newly installed telephony system like between State Emergency Operation Centre (SEOC) and District Headquarter.

- 21) The bidder shall ensure that the proposed solution will be integrated with the existing centralized helpdesk system of DST/GIL which will allow users as well as bidder to use the existing helpdesk mechanism of DST/GIL for raising & resolutions of user's complaint/requests pertaining to this system through the same only.
- 22) Bidder will have to develop and submit user manual/guide, FAQs (In soft form which will be uploaded on the GSWAN portal) of the various features of the IP Phones of different categories provided to the users which helps in easy, effective and early adaption of the newly installed IP telephony system.
- 23) This is a Turnkey/EPC kind of project. Wherein, bidder is required to proposed an appropriate solution to meet the outcome envisaged. However, Bidder is responsible for any other components inadvertently missed out but it is required as per the proposed solution of the bidder and is essential for overall solution to successfully run during entire project duration than bidder has to consider the same in his proposed solution. DST/GIL will not be liable for payment of any additional cost outside of Financial bid.

B) Operations and Maintenance

- 1) The Successful bidder shall be responsible for the overall management of the IT and Non-IT Infrastructure and enabling infrastructure maintenance services / facility management services at all the locations for ensuring adherence of SLAs. The selected agency shall be responsible for day to day operations and maintenance for a period of 7-years from the date of Go-Live of the project.
- 2) Bidder is responsible for end-to-end operation and Maintenance of the entire system supplied, installed and commissioned as per the scope of work of this RFP. Bidder is also responsible to ensure uptime of the services as per the SLA terms and conditions.
- 3) Bidder has to maintain and keep up to date telephone directory of users with required fields like Name, Designation, Locations, contact number, Mobile number, IP address etc. or in the format provided by DST/GIL and submit the same along with every quarterly invoice.
- 4) The successful bidder must carry out documentation of the cabling diagram, wherever they have done extra cabling and submit it DST/GIL. Bidder will also keep record/diagram of all future cabling and technical details with them and make available as and when required.
- 5) Preventive maintenance at central, DR site: At least once in a month which includes configuration backup, OS update/upgrade, software update/upgrade as new version/updates release. Preventive maintenance at Remote Site: only for high-end/Type A users-half yearly. After performing preventive maintenance activities, bidder is required to submit the detailed report to the DST/GIL/TPA. All such activities should be done preferably in non-working hours.
- 6) Warranty support: As part of the warranty services bidder shall provide:
 - a. Bidder shall provide a comprehensive warranty/support for 7 years from the date of Go-Live for all the equipment's under the scope of this RFP. The entire deployed solution should be covered under the back to back OEM warranty till Go-Live.
 - b. Bidder shall provide the comprehensive manufacturer's warranty/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.
- c. 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.
 - d. Mean Time between Failures (MTBF) of central Infrastructure: 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, DST/GIL reserves the right to charge a penalty.
 - e. 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 bidder's notice.
 - f. The bidder shall as far as possible repair/ replace the equipment at site. If any end point/IP phone become malfunction then in that case bidder is required to do the troubleshooting at users place/site and after that if problem still not resolved then at first stage provide the temporary replacement to the user and then repair it at his place. If it successfully repaired then inventories the same for future use else replace it with no additional cost.
 - g. Warranty should not become void, if DST/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.
 - h. The bidder shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.
 - i. Bidder shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
 - j. Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
 - k. Bidder shall have to stock and provide adequate (Minimum 10% of Type A & B IP Phones) of onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.
 - l. 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).
 - m. Bidder shall develop and maintain an inventory database to include the registered hardware warranties.
- 7) 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.

- 8) **In case of new connections/shifting of old connections:** Bidder is only responsible for providing, installing required end points like IP Phone, Patch cord etc. (with prior instruction/permission from DST/GIL/TPA), Configuration of the end points with central system. Further, end point/ IP Phone/ Patch codes will be paid extra by the DST/GIL as per price discovered in the RFP after duly verification and recommendations by the Third-Party Auditor of DST/Gil.
- 9) Bidder is also responsible for performing various day to day activities like supporting end users, field support services, but not limited to Installing new extensions, enabling 'O', NLD and ILD facilities (On written instructions by DST only), Resetting of User Passwords, supporting users on operation related issues, supporting users on various features related queries, educating users on related topics (on request), shifting of Extensions within the Network, call handling mechanism within the Network.
- 10) Bidder shall carry out installation of patches on System Software, Operating System etc. for bug-fixing as and when required. Bidder will also have to perform quarterly system performance tuning – changing the system configuration parameters.
- 11) Bidder is required to document all the major changes, updates in configuration level with proper version tagging and will have to hand over the same at the end of the contract period or as and when asked by the DST/GIL.
- 12) **Manpower:**
 - a. Bidder has to ensure that appropriate qualified, trained, dedicated, on-site manpower for smooth functioning and day to day operations & Maintenance of the project at a central location in Gandhinagar, Gujarat. The bidder shall depute the resources as per the requirements for carrying out the O&M activity and maintaining the required SLA & Uptime.
 - b. Below table defines the minimum requirement of manpower, their qualification, experience and responsibilities:

S/N	Designation	Nos	Professional Qualification
1	Project Manager Cum System Expert	1	Minimum 10 years of experience with handling and managing Large scale EPBAX/IPPBX/WAN /LAN Project having multiple locations as a project Manager.
2	Supervisor cum System Engineer a) 1 each at Main & DR site b) Two for VC facility c) Two for O&M and other activities	6	Minimum 5 years of experience in installation, troubleshooting and handling and managing day to day activity of large scale EPBAX/IPPBX/WAN /LAN Project
3	Technical Support Executives	10	Minimum 2 years of experience with installation, troubleshooting and handling and managing day to day activity of large scale EPBAX/IPPBX/WAN /LAN

- c. Above mentioned is the minimum indicative list of resources required. Further, based on the actual requirements of the project bidder may deploy any number of resources to meet the SLA. DST/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.

- d. 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.
- e. It shall be the responsibility of bidder to abide/adhere strictly all the applicable labour laws such as minimum wages act and other similar legislations, Rules & orders issued from time to time.
- f. 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.
- g. 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.
- h. 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.
- i. Bidder shall ensure availability of one technician in off working hours, weekend and holidays to ensure 24x7x365 days support. The Bidder shall submit regular records of manpower availability and daily activity carried out.

13) Log management

- a. Bidder will have to maintain a daily log book in hard/soft form capturing all important activities such as major faults, action taken to rectify the faults, duration of faults etc.
- b. Bidder should derive its own plan for the management and maintenance of logs pertaining to various services of IP telephony considering the Rules and regulations, Act/laws, guidelines issued by DoT, Gol/TRAI/ any other competent authority from time to time. Bidder shall get the plan/policy approved by DST. Further, it will be the responsibility of bidder to keep the logs as mentioned above and provide the same in required format as and when asked by the DST/GIL.
- c. The guidelines for maintaining the logs are as below:
 - i. New dial tone (Addition/Deletion record sheet)
 - ii. MIS – Call Traffic Report
 - iii. Status Report of Work Order issued by DST/GIL.

14) Back-up management & strategy

- a. It is the sole responsibility of Bidder to manage and maintain the BACKUP of all necessary DATA/Information of system / network viz. IP PBX system data, Voice Mail system data and call billing data etc. and submit the required report to DST/GIL as and when asked.
- b. Bidder shall be responsible for implementation of necessary Backup Plan/Policy.

c. The backup schedule like daily, weekly, monthly should be designed and implemented by bidder.

15) Server management & System hardening:

- Bidder would require to manage all the operating System installed/upgraded for necessary optimization and trouble-shooting.
- Bidder is required to make/upgrade configuration in various servers as and when directed by DST/GIL during the contract period.
- Bidder is required to establish, practice and manage the system hardening process.

16) Security measures to be established and managed

- Security Measures has to be defined, established, implemented and managed as per the guidelines given by DST/GIL in writing from time to time for:
 - Access Control Management,
 - Physical control and Logical Control,
 - Log book and
 - Establishing and monitoring access control policy.

17) Documentation & configuration management

- Bidder would prepare and provide the technical documents regarding configuration process of various components/services installed in new system as and when required by DST/GIL.
- Bidder shall submit the report on improvement and enhancement of system to DST/GIL / or its designated agency every half yearly.
- Bidder is required to maintain the inventory data up to date, installation/removal/recovered from user/shifting reports of all the end points/IP Phone along with the user acknowledgement should be kept with the bidder.
- Bidder shall educate the users on continuous basis and publish a detailed user manual in hard as well as soft form in English and Gujarati language. The necessary information / user guides etc. shall be shared by Bidder with DST/GIL/ or its designated agency.
- Call Bill Processing: Bidder shall process the call records office-wise and extension wise on monthly basis and shall submit the summary of extension wise bill as and when required by DST/GIL.

18) Delivery Timelines:

S/N	Deliverables	Timeline
1	<u>Kick-off Meeting:</u> (Submission of Detailed implementation plan/roadmap, Signing of contract agreement and submission of performance Bank Guarantee)	Within 15 Days from date of issuance of Lol/work order
2	Delivery of the ordered items as per the work order at central location (vendors warehouse at Gandhinagar/Ahmedabad)	T+ 45 days
3	Installation and Commissioning of Central Infrastructure (both hardware and software)	T+ 60 days

4	<u>Installation, Testing, Commissioning, FAT and Go-Live</u> (Installation, commissioning and FAT of Edge/site location Infrastructure like IP Phones, Switches etc.)	T+ 90 days
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Note: T = Kick off meeting

Days = Calendar days

- It should be noted that delay in the project timelines shall attract appropriate Penalties as per the Penalty clause mentioned in this RFP document.
- Selected agency requires to submit Device-wise Configuration report stating IP Schema, Routing details etc. along with the installation reports.

19) **MIS Reports**

Reports	Frequency
Utilization Report <ul style="list-style-type: none"> • Performance report • Outgoing traffic vis-à-vis threshold, overflow etc. 	Daily, Monthly
Fault management Report (Proactive & Reactive) Note: complaint logging & entering closure details in line with call handling mechanism.	Daily, weekly and Monthly
Capacity Planning Report	Monthly
Configuration and Administration report (Any major changes to be informed to DST/GIL)	As and when required
Any other MIS report	

SECTION: 4

Functional & Technical Requirement

4.1. Core Telephony System:

- 4.1.1 The proposed telephony system should be a converged communication System with ability to run BRI/PRI, IP on the same platform using same software.
- 4.1.2 System should have capability to manage centralized database of all the users. CLI facility for all users should be provisioned from day one. System should support centralized web based administration.
- 4.1.3 Proposed telephony system should support SIP Protocol and SIP based end points/IP Phones.
- 4.1.4 Proposed solution should allow users to log in from any IP Phone using his username and password and it will transfer all his existing facilities to that IP phone.
- 4.1.5 The system should be based on server gateway architecture to facilitate distributed architecture with central call control. The external server should be on Open Source / Linux operating system. Card based processor system should not be quoted.
- 4.1.6 The voice network architecture and call control functionality should support all types of IP phone.
- 4.1.7 Call control system should be fully redundant solution and should provide 1:1 redundancy. The solution must provide geographical redundancy by separating call control servers over LAN and WAN.
- 4.1.8 It should support active – active / active – standby configuration. The interruption-free switchover from the active to the standby control must take place without the existing two-way voice connections being interrupted including Failure of Fiber Optic Cable, call control server, etc.
- 4.1.9 The system software version offered should be the latest release as on the date of supply of IPPBX as available globally.
- 4.1.10 The communication server and gateway should support IPv6 from day 1.
- 4.1.11 The System should support Call Admission Control as per requirement.
- 4.1.12 Proposed solution should have inbuilt as well as web based administration for call processing/call control. Should also support HTTPS for management.
- 4.1.13 Proposed solution should provide management tool to monitor system performance, device status, device discovery, etc.
- 4.1.14 Proposed solution should provide alert notifications for troubleshooting performance.
- 4.1.15 Proposed solution should support secure GUI / CLI (HTTPS and TCP) to troubleshoot system problems.
- 4.1.16 Proposed solution should allow monitoring of the system in real-time on a set of preconfigured parameters.
- 4.1.17 The management platforms should allow configuration of role based access of the system to the multiple users like administrator etc. it should also allow to set the authority and their rights in the system.
- 4.1.18 Proposed solution/system should be capable to have =>2,00,000 BHCC/BHCA Rate.
- 4.1.19 Proposed solution should support signaling encryption by Transport Layer Security (TLS) and media encryption using Secure Real-Time Transport Protocol (SRTP)
- 4.1.20 Proposed solution should allow Broadcasting of voice, text messages using XML based application to one to many (minimum 40 or more) on desk phone/ IP phone.
- 4.1.21 Proposed Voice Gateway should be distributed at least 2 locations:
 - 4.1.21.1 The voice gateway at Location-1 should have minimum 20 PRI physical ports

- 4.1.21.2 The voice gateway at Location-2 should have minimum 10 PRI physical ports
- 4.1.22 Proposed voice gateway should have internal redundant power supply and should support for E1, QSIG, PRI, etc.
- 4.1.23 Proposed voice gateway should support SIP Trunk from day one.
- 4.1.24 Proposed voice gateway should have Adequate number of DSP channels to support non-blocking architecture.
- 4.1.25 Proposed voice gateway should be provided with Dual Ethernet Port for redundancy.
- 4.1.26 Proposed telephony solution must support logical / tenant partitioning. The bidder needs to ensure that Logical Partitioning implemented properly in the new solution, so that the toll bypass does not happen and the deployed solution meets the government regulations
- 4.1.27 Proposed solution should support voice and video facility for all. However, video facility will be enabled for selective users only.
- 4.1.28 User should be allowed to configure his multiple communication devices like desk phone, mobile, laptop, desktop on a single extension number. It should also allow transfer/resume of ongoing audio and video call from one device to another configured device seamlessly.
- 4.1.29 Proposed solution should allow user wise enablement/configuration of STD, ISD facility.
- 4.1.30 **System Architecture** of Proposed Solution should be: -
- 4.1.30.1 Proposed Server should be with Latest processor based architecture.
- 4.1.30.2 The Server and Gateway should not be in the same Unit sharing the same Active Backplane/ Motherboard (so as to prevent total failure of entire system during Motherboard failure)
- 4.1.30.3 Proposed Server must have remote-access capability over standard PSTN / IP networks for maintenance.
- 4.1.30.4 Should support security features like Real-time Media Encryption, Malicious Call Trace, etc.
- 4.1.30.5 For Security purpose: Bidders is required to enable minimum 128-bit encryption of voice between servers and gateways at the time of installation & commissioning of new IP Telephony System for the Government of Gujarat.
- 4.1.31 **System Features: Proposed solution/system, End Points shall support features, but not limited to:**
- Call Diverting, Call Bridging, Call waiting, Call log on IP Phone (Missed, Received, Dial), Call Conference, Click to Dial, Auto Call Forwarding, Speaker facility, Speed dial feature, Recorded Announcement, Authorization Code, Boss secretary feature support, Direct Inward Dialing, Direct Outward Dialing, Music on Hold (Programmable as per the Requirement), Authorization code based long distance dialing, Abbreviated Dial, Calling line identification, Calling party name identification, Station Volume controls (Audio, Ringer), call Transfer, Hunt Groups, Dial Plan Partitioning, Hotline, Different/distinctive Ringing tone, extension Mobility or equivalent, Automatic Route Selection, Least Cost Routing, Alternate Route Selection, Movable Extension Number, Uniform & Flexible Numbering Plan-up to 6 Digit, Message-waiting indicator (MWI), External outgoing, Parallel ringing, Add-on conference, call park and pickup, Speed Dial, call back (busy, no reply to station, etc.), Multiple line appearances per phone, call status per line (state,

duration, number), Auto Call Disconnection, on hook dialing, Hands free calling, Class of Restriction, Integrated announcement.

4.2. IP Phone-Video (Type-A): Minimum required technical specification are as given below: -

Display	Should have high resolution 4.5" or higher backlit TFT/LCD Digital 24-bit color or more touch screen display with Minimum HD 720p camera
Integral Switch	Should have integrated 2-port 10/100/1000 PoE (802.3af) Ethernet switch
Protocol	Should support SIP for signaling
Security	Should support SRTP and TLS for encryption and security
Audio Codec	G.711, G.729, G.722
Video Codec	H. 264/H.265
Internet Protocol (IP)	Should support Static, DHCP IP Address
Keys	Should have 4 or more line keys and 4 or more soft keys and other default keys like mute, volume control, Speakerphone, standard key pad etc.
Features: IP Phone/Telephone	
Caller ID	Enables the delivery of a caller's identity to a user via the phone and also on soft client/agent
Group Directory	Enables users to search your corporate directory from the IP Phone
Add into Conference (o)	Allows users to initiate a three-way call from the handset; Minimum 6 users.
Call Forward	Enables a user to redirect all incoming calls to another phone number
Call Forward-Busy	Enables a user to redirect calls to another destination when an incoming call encounters a busy condition
Call Forward-No Answer	Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings
Call Forward-Not Reachable	A business continuity setting that pushes calls to user's cell phones when a handset is unable to reach the hosted PBX platform.
Voicemail	Enables users to access voicemail on IP Phone
Voice Platform API	Allows businesses to integrate business applications with the voice platform for common features, such as: click to call, caller ID lookup, screen-pop, and more.
Call History	History of Missed, Dialed and Received calls
Speaker phone	For two-way hands-free communication
Headset Port	Suitable Headset port with required convertor, if any.
High Definition Voice	Should support HD Voice
Multiple Ring tones	Should allow user to set multiple ring tones
Navigation Cluster	Should have minimum 4 or 5-way navigation cluster in the IP Phone

Extension Mobility/ Seating or Equivalent	Open	Allows an available phone to be configured with a user's phone preferences and settings for speed dial buttons, line keys and soft keys by simply logging into the phone with your password.
Do Not Disturb		Allows users to set their station as unavailable so that incoming calls are given a busy/no ring treatment.
N-Way Calling or Multi conference		Allows users to add any number of other parties to a call, up to a Minimum 6 and maximum of 10.
Speed Dial		Enables users one or two digit codes to call up to 100 speed dial numbers using hot keys and navigation keys. on instrument minimum 4 speed dial keys.
Distinctive Ring selection on criteria	tone	Ring your phone with a distinctive ring when pre-defined criteria, such as phone number are met.
Call Park/Call Retrieve		Enables a user to hold a call and to retrieve it from another station within the group.
Audio Conferencing		Should support Adhoc, scheduled conferencing. Addition and dropping of any member during the conference.
Inbound Fax Messaging		Receive incoming fax messages as an attachment in email.
Pairing		Should allow to pair with mobile, PC (both). User initiated feature for pairing enabling the same.
Reset		Master reset facility for default configuration

4.3. IP Phone-Black & White (Type-B): Minimum required technical specification are as given below:

Display	Should have high resolution 3" or higher backlit monochrome 128x68 (black & white) display
Integral Switch	Should have integrated 2-port 10/100 PoE (802.3af) Ethernet switch
Protocol	Should support SIP for signaling
Security	Should support SRTP and TLS for encryption and security
Audio Codec	G.711, G.729, G.722
Internet Protocol (IP)	Should support Static, DHCP IP Address
Keys	Should have 2 or more line keys and 4 or more soft keys and other default keys like mute, volume control, Speakerphone, standard key pad etc.
Features: IP Phone/Telephone	
Caller ID	Enables the delivery of a caller's identity to a user via the phone and also on soft client/agent
Group Directory	Enables users to search your corporate directory from the IP Phone
Add into Conference (o)	Allows users to initiate a three-way call from the handset; Minimum 6 users.
Call Forward	Enables a user to redirect all incoming calls to another phone number
Call Forward-Busy	Enables a user to redirect calls to another destination when an incoming call encounters a busy condition

Call Forward-No Answer	Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings
Call Forward-Not Reachable	A business continuity setting that pushes calls to user's cell phones when a handset is unable to reach the hosted PBX platform.
Call History	History of Missed, Dialed and Received calls
Speaker phone	For two-way hands-free communication
Broadcasting	should support XML based text message
Headset Port	Suitable Headset port with required convertor, if any.
High Definition Voice	Should support HD Voice
Multiple Ring tones	Should allow user to set multiple ring tones
Navigation Cluster	Should have minimum 2-way navigation cluster in the IP Phone
Extension Mobility/ Open Seating or Equivalent	Allows an available phone to be configured with a user's phone preferences and settings for speed dial buttons, line keys and soft keys by simply logging into the phone with your password.
Do Not Disturb	Allows users to set their station as unavailable so that incoming calls are given a busy/no ring treatment.
N-Way Calling or Multi conference	Allows users to add any number of other parties to a call, up to a minimum 6 and maximum of 10.
Speed Dial	Enables users one or two digit codes to call up to 100 speed dial numbers
Distinctive Ring tone selection on criteria	Ring your phone with a distinctive ring when pre-defined criteria, such as phone number are met.
Call Park/Call Retrieve	Enables a user to hold a call and to retrieve it from another station within the group.
Audio Conferencing	Should support Adhoc, scheduled conferencing. Addition and dropping of any member during the conference.
Inbound Fax Messaging	Receive incoming fax messages as an attachment in email.
Pairing	Should allow to pair with mobile, PC (both). User initiated feature for pairing enabling the same.
Reset	Master reset facility for default configuration

Note: OEM of the proposed IP Telephony solution has to submit an undertaking on its letter head stating that IP phones of all the players featuring in the "Gartner Magic Quadrant for unified communication July, 2016" are compatible with the proposed solution. As, if required DST/GIL may procure IP Phones from any of the said OEM's mentioned in the above referred Gartner Magic Quadrant. The required undertaking has to be submitted along with the bid by the bidders.

4.4. Soft Agent/Client:

- 4.4.1 The solution should provide voice calling through PC/Desktop, laptop, mobile for 15000 users (type A & B both) and video calling for 2500 users (Type A only) from day 1 with soft clients/agent.
- 4.4.2 Proposed solution should allow calling from web, PC/Desktop, laptop, Mobile. For PC, mobile bidder is required to provide mobile app/client for logging.

- 4.4.3 The soft client should be available on various operating systems like Windows, Mac, iOS and android.
- 4.4.4 The Desktop Client should have soft phone capability and should support video calls with HD 720p capability.
- 4.4.5 It should support single sign on (SSO) functionality.
- 4.4.6 It should have a dial pad and other basic feature keys for ease of operation.
- 4.4.7 The common supported status for this application should be available, busy, idle, away etc.
- 4.4.8 Should provide SSH and HTTPS access to management platform for enhanced security.

4.5. Conferencing:

- 4.5.1 Proposed solution should support one to one, one to many audio and video conferencing facility. It should also allow addition, dropping of users during the conferencing.
- 4.5.2 Proposed solution should allow users to join on going, scheduled video conference call as an audio Participants in case users don't have the device with video facility.
- 4.5.3 Proposed system should support voice conferencing between internal users to external party.
- 4.5.4 It must support at least the audio codecs G.711, G.729, G.722 and the video codecs H.264/H.265.
- 4.5.5 Lock / Password protected meeting to prevent unauthorized participant joining the session.
- 4.5.6 Proposed solution should support up to 75 party audio & video conferencing and should be sized to support at least 20 such simultaneous conferences. There could be a scenario, where all the 8 party in the conference are Video Phone, soft video client users with video
- 4.5.7 It should allow share/Transfer of document (presentations, reports, desktop based applications etc.) using soft client/agent during the VC.

4.6. Integration:

- 4.6.1 Bidder is responsible for publishing necessary/required APIs for integration (Back and forth) for of proposed solution and facilitating integration activity with: -
 - 4.6.1.1 Active Directory
 - 4.6.1.2 Microsoft outlook extension
- 4.6.2 Bidder is also responsible for publishing necessary/required API plug-in for other e-Governance applications like SATHI, IWDMS, etc. which should allow features such as Click to call, Audio & video calls from the application itself.

SECTION: 5

Service Level Agreement, Penalties

&

Payment Terms

5.1 SLA & Penalties

A) Penalty for delay:

S/n	Activity	Timeline	Penalty
1	Delay in Delivery/ Supply of Hardware	As per Section-3 of this RFP Document	0.5% of Contract value of delayed item per week or part thereof for delay in delivery
2	Delay in Installation / Implementation		0.75% of Contract value of delayed item per week or part thereof for delay in Implementation (Delay Beyond 8 weeks, DST/GIL may terminate the contract and Forfeit the PBG)

Note: Maximum Penalty cap for penalty for delay is 10% of contract value (as per Schedule-I of the price bid).

- If DST/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 and penalties thereof.

B) Operational Penalties: Successful Bidder shall be paid Quarterly Payment (QP) as per the services provided to DST/GIL. The overall operational penalty would be **generally capped at 10% 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 25% of the QP. In addition to the applicable penalty and the provisions pertaining to closure/termination of contract the DST/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 2nd consecutive quarters as referred above will reset and will begin afresh. Availability will be calculated on a quarterly basis.

1) Uptime of Central/Main/Core Telephony System:

S/n	Activity	Target	Penalty
1	Uptime of Central / Main / Core Telephony System	99.99%	a) 99.99% or Better= NIL b) 99.00% to 99.98%=0.25% of QP c) 98.50% to 98.99% = 0.50% of QP d) less than 98.50% = 0.75% of QP

- 2) **COMPLAINT RESOLUTION:** The bidder shall be responsible for maintaining the desired performance and availability of the Network. The bidder should ensure the prompt service support during Contract period. If complain is made before 4 pm of the working day, the same should be attended on the same day.

Severity Type	Site/Location
S1	A problem that affects entire site Telephony network or 50% of the users are down in a location. Network down due to call manager failure A problem that affects Users in the CMO, CS office, CM Residence, Raj Bhavan, SEOC, All Minister office and Residence, Office and Residence of Leader of Opposition, Parliamentary secretary, Phones of Gujarat Legislative Assembly during Assembly session and Other dignitaries as specified by DST/GIL from time to time.

S2	Problems related to cable fault, where Soil / Road digging is involved. A problem that affects All users above & at par Under Secretary or equivalent Rank.
S3	A problem that affects an individual user, Telephone not working, Facility activation, Cable problem at user end. Extension of cable, Shifting of phone.

Severity	Response	Closure	Amount of Penalty
S1 Calls	Within 30 Minutes	Within 1 hours	If not closed within 1 Hours, Rs. 1500 per Hour and part thereof.
S2 Calls	Within 2 hours	Within 6 hours	If not closed within 6 Hours, Rs. 1000 per Hour and part thereof.
S3 Calls	Within 4 hours	Within 12 hours	If not closed within 12 Hours, Rs. 500 per Day and part thereof.

Response Time: - Defined as time taken by the helpdesk to respond the concerned user over phone, Mail, remote management or in person.

Resolution Time: - Defined as time taken to resolve a problem. The resolution time will be considered with respect to clock hours.

If the successful bidder fails to attend the uptime and complaint resolution as specified above, the operational penalty will be imposed as specified above which will be recovered from quarterly O&M payment or from PBG.

Exceptions:

- Any Failure, which is agreed due to uncontrollable parameters, like Raw Power etc.
- Any failure due to roll out of Approved change / alteration in the system
- Downtime planned for prescheduled changes / Maintenance activities
- Any failure that is due to end user operational errors, non-standard products, unavoidable natural / unnatural calamities, accidents etc.
- All third-party damage cases, problems attributed to power outage.
- Force Majeure conditions.
- Existing Concealed cabling from Switch to end user

Note:

- For the purpose of performance monitoring and penalty, multiple S1, S2, S3 calls resulting out of a particular major/critical problem shall be considered as one complaint.
- In case, there is delay attributable to granting access to the equipment to be restored on the part of GoG or on part of end user, such delays shall be reduced from the time taken for call completion after due consideration by the TPA/DST.

- Penalty for non-availability of proposed Manpower:** If bidder does not deploy the required specified quantity and quality of manpower in the RFP or a person deployed is not reporting to the duty, there would be a penalty per person per day as defined below and will be deducted from the quarterly payment. If the above incidence occurs two times in a one year DST/GIL may reserve the right to terminate the contract and no payment would be done for the services rendered in that particular quarter.

Manpower penalties during the contract		
S/N	Penalty Clause	Penalty
1	Successful bidder has to ensure the deployment of minimum number of personnel required as specified in the scope. The successful bidder shall ensure that alternate arrangements are made and leave for a staff is pre-sanctioned by DST/GIL. If not, the penalties described in the following column shall apply:	1. Manager, Supervisor, System Engineer and Helpdesk Engineer: Rs. 1000/- per person per day of unsanctioned leave or non-reporting or non-deployment. 2. Field Technician: Rs. 500/- per person per day of unsanctioned leave or non-reporting or non-deployment.

- Penalty for Delay in Submission of MIS reports: Bidder has to submit various MIS reports mentioned in this RFP, in case of delay in submission of these reports it will lead to penalty of Rs 100 per Day per MIS report.
- Penalty for Delay in execution of work against Work order: Bidder is required to complete the New/Shifting of works given by DST, GIL within the prescribed time limit. However, in case of any delay solely on the part of successful bidder DST, GIL reserve the right to levy the penalty of 1% of work order per Week. The overall penalty cap for this would be capped at 25% of the work order value.

5.2 PAYMENTS TERMS:

S/N	Activity	Payment (%)
Schedule-I		
1	Delivery of all components (Hardware, Software, Licenses, etc.) at Central Locations (vendors warehouse at Gandhinagar/ Ahmedabad)	50% of the sum total of schedule I of financial bid
2	Successful installation, Testing, Integration, Commissioning	20% of the sum total of schedule I of financial bid
3	Successful completion Final Acceptance test of entire solution and Go-Live	20% of the sum total of schedule I of financial bid
4	Balance 10% Payment	10% to be divided and paid in 20 equated quarterly installments along with O&M Payment
Schedule-II		
5	Operational & Maintenance for a period of 7 years	O&M to be divided and paid in 28 equated quarterly installments

Note:

- Operation and Maintenance: Quarterly payment after completion of quarter and calculation of operational penalty, if any. The payment to the agency will be made quarterly at the end of each quarter on acceptance of the invoice by the TPA or DST's designated agency. After acceptance of the invoice along with the supporting documents as per the checklist (to be provided by TPA/DST), the invoice would be processed for release of payment within 45 calendar days after due verification of the invoice and other supporting documents by TPA/DST's designated agency. However, in case the processing of the invoice gets delayed beyond 45 calendar days from the date of acceptance of invoice, the agency would be paid an adhoc amount of 50% of invoice value and the remaining amount would be released after getting clarifications, due verification & imposition of penalty if any.

- 2) The successful bidder shall submit reports for Service availability, downtime, usage, fault & rectification (if any) etc. for each end point, as generated by its monitoring system on monthly basis.
- 3) The Bidders request for the payment shall be made at the end of each quarter by invoices along with supporting documents.
- 4) Performances statistics report has to be submitted every month in Hard and Soft form.
- 5) Log of network parameters along with Service Down time calculation and uptime percentage. Report has to be submitted on monthly basis.
- 6) Any other documents necessary in support of the services performances acceptable to GoG.
- 7) Time taken by Bidder to furnish the additional details (if any as and when asked by DST/GIL/ or its authorized representatives after submission of bills) shall not be counted in the above period of 45 days
- 8) The currency of payment shall be **Indian Rupees**.
- 9) If there is any deficiency in the performance of Contractual obligations on the part of the Bidder, the Bidder shall be liable for the imposition of appropriate penalties as specified in Section-5 of this RFP and DST, GIL shall be entitled to deduct such Penalties at source while making payment to the Bidder for the services provided. DST/GIL may deduct the TDS and any other Taxes as Applicable from time to time at Source.

SECTION: 6

INSTRUCTION TO BIDDERS

SECTION 6: INSTRUCTION TO THE BIDDERS

1. COST OF BIDDING

- 1.1. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Government of Gujarat (GoG)/Gujarat Informatics Ltd (GIL) will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 1.2. Bidder is requested to pay **Rs. 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 DST/GIL as non-responsive.

2. BIDDING DOCUMENTS

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

3. CLARIFICATION ON BIDDING DOCUMENTS

Bidders can seek written clarifications on or before pre-Bid to DGM (Tech), Gujarat Informatics Ltd., 8th Floor, and Block No. 1, Udyog Bhavan Gandhinagar 382010. GIL/DST (GoG) will clarify & issue amendments if any to all the bidders in the pre-bid meeting. No further clarification what so ever will be entertained after the pre- bid meeting date.

4. AMENDMENT OF BIDDING DOCUMENTS

- 4.1. At any time prior to the deadline for submission of bids, DST/GIL, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on our websites.
- 4.2. All prospective bidders are requested to browse our website & any amendments/ corrigendum/ modification will be notified on our website and such modification will be binding on them.
- 4.3. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, DST/GIL, at its discretion, may extend the deadline for the submission of bids.

5. LANGUAGE OF BID

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

6. SECTION COMPRISING THE BIDS

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

- b) Eligibility & Technical Section: Bidder is required to furnish various information related to the Eligibility, Technical capability, etc. as per the various formats defined in the Section-8 of this RFP/Bid document.

6.3 Price bid Section: Price bid (in the prescribed format only->Section: 7)

7. BID FORMS

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

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

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

8. FRAUDULENT & CORRUPT PRACTICE

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

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

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

9. LACK OF INFORMATION TO BIDDER

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

10. CONTRACT OBLIGATIONS

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

11. BID PRICE

- 11.1 The priced bid should indicate the prices in the format/price schedule only.
- 11.2 The Financial bid shall indicate charges payable as per PRICE BID and terms thereof for providing required services as per this RFP. A bid uploaded with an adjustable price quotation will be treated as non-responsive and rejected.
- 11.3 Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Arithmetical errors will be rectified on the following basis.
- 11.4 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 11.5 Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Price Schedule of this RFP shall prevail.

- 11.6 The bidder should provide calculations for the quoted charges, without which the bid is liable for rejection. Any arithmetical errors in these calculations will be on bidders account.
- 11.7 If required, bidders may visit the GSDC with prior appointment and may undertake the survey before quoting for the same.
- 11.8 Offered price should be exclusive of all applicable taxes. Bidder should mention & upload the applicable taxes such as Excise, Sales Tax, Service Tax, Octroi (If applicable), Packing/ Forwarding, Insurance, FOR destination (anywhere in the Gujarat state) with percentage & amount of tax.
- 11.9 Any effort by a bidder or bidder's agent / consultant or representative whosoever described to influence the DST/GIL in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

12. BID CURRENCY

The prices should be quoted in Indian Rupees. Payment will be made based on the milestone achieved and as per the payment terms in Indian Rupees only.

13. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- 13.1 The Bidder shall furnish, as part of the Bid, a Bid security (Refundable) for the amount of **Rs. 40,00,000/- (Rupees Forty Lacs Only)** in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee by Bank Guarantee (which should be valid for SIX months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-operative Banks and 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) and must be submitted along with the covering letter. The un-priced bid will be opened subject to the confirmation of valid Bid security.
- 13.2 Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.
- 13.3 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement, and furnishing the Performance Bank Guarantee.
- 13.4 The Bid security may be forfeited at the discretion of DST/GIL, on account of one or more of the following reasons if:
 - The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form.
 - Bidder does not respond to requests for clarification of their Bid.
 - Bidder fails to co-operate in the Bid evaluation process, and
 - In case of a successful Bidder, the said Bidder fails:
 - To sign the Agreement in time
 - To furnish Performance Bank Guarantee

14. VALIDITY OF BIDS

- 14.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by DST/GIL. A Bid valid for a shorter period shall be rejected as non-responsive.
- 14.2 In exceptional circumstances, DST/GIL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted

15. BID DUE DATE

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

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

16. LATE BID

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

17. MODIFICATION AND WITHDRAWAL OF BID

- 17.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by DST/GIL prior to the deadline prescribed for submission of bids.
- 17.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
- 17.3. No Bid may be modified subsequent to the deadline for submission of bids.
- 17.4. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

18. OPENING OF BIDS BY DST/GIL

- 18.1. 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.
- 18.2. The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the DST/GIL officer at his/her discretion, may consider appropriate, will be announced at the opening.
- 18.3. Immediately after the closing time, the DST/GIL contact person shall open the Un-Priced Bids and list them for further evaluation.

19. CONTACTING DST/GIL

- 19.1. Bidder shall not approach DST/GIL officers outside of office hours and/ or outside DST/GIL office premises, from the time of the Bid opening to the time the Contract is awarded.
- 19.2. Any effort by a bidder to influence DST/GIL officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the GoG, it should do so in writing.

20. REJECTION OF BIDS

- 20.1. DST/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.

21. EVALUATION METHODOLOGY

21.1. Preliminary Examination

- 21.1.1. DST/GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.1.2. Prior to the detailed evaluation, DST/GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning performance security, Warranty, Applicable law and Taxes and duties will be

deemed as material deviations. DST/GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 21.1.3. If a Bid is not substantially responsive, it will be rejected by DST/GIL and may not subsequently be made responsive by the Bidder by correction of the non- conformity.
- 21.1.4. Conditional bids are liable to be rejected.

21.2. Methodology & Criteria for Technical, Commercial and final evaluation

- 21.2.1. DST/GIL will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, DST/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 21.2.2. The bidders are expected to provide all the required supporting documents and compliances as mentioned in this RFP. The bidder shall quote the solution having full compliance with all the guiding principles and minimum specifications as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- 21.2.3. The bids will be evaluated for the eligibility criteria first.
- 21.2.4. The technical bids of the bidder(s) who comply with the eligibility criteria will be opened. During the technical evaluation, DST/GIL may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored minimum **60 (Sixty out of total 100 marks)** in technical evaluation. At any point of time, if DST/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, DST/GIL may reject his bid without assigning any reason or explanation.
- 21.2.5. Bidder is required to fulfill all obligations as required in the bid as per the prices quoted in the financial bid, for the proposed scope of work and bill of material, or missing component(s), if any for which the description is there in technical response but price is not provided in the financial sheet. Price shall be loaded appropriately for the missing component/quantity etc. that in the understanding of the evaluators is found to be missing from the proposed bill of material except in case where there is a written justification provided in the technical bid response. Basis of loading shall be the highest cost quoted by the other bidders for that particular missing component/quantity. Price quoted by the bidder in the financial bid will be final.

21.3. Criteria for Technical bid evaluation:

S/N	Parameter	Marks
1	<u>Proposed Solution and Its features: -</u> a) Meeting the features 30 Marks b) Add-on features 20 Marks	50
2	<u>Proposed IP Phone (Type A)</u> a) Look/Visual Appeal b) Navigational Ease c) Extra Features	25
3	<u>Proposed IP Phone (Type B)</u> a) Look/Visual Appeal b) Navigational Ease c) Extra Features	25
Total Technical Marks (TM)		100
Minimum Qualifying Scores		60

21.3.1. **Technical Bid Evaluation:** The technical score of a bidder 'Tb' will be assigned to the bidder and it will be awarded based on the Technical Evaluation Criteria as specified above. DST/GIL's decision in this regard shall be final & binding and no further discussion will be held with the bidders. Bidders with technical score of 60 and above will qualify for the evaluation in the commercial bids.

- ⇒ Tb: Absolute Technical Score
- ⇒ Tmax: Maximum Technical Score
- ⇒ Tn: Normalized technical score of the bidder under Consideration
- ⇒ Normalized technical score (Tn) = $Tb/Tmax * 100$

21.4. **Financial Bid evaluation:**

21.4.1. The financial bids of only those bidders, who have scored at least 60 marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder.

- ⇒ Fn = normalized financial score for the bidder under consideration
- ⇒ Fb = commercial quote for the bidder under consideration
- ⇒ Fmin = commercial quote of the lowest evaluated financial proposal

21.4.2. The lowest evaluated Financial Proposal (Fmin) will be given the maximum financial score (Fn) of 100 points. The financial scores (Fn) of the other Financial Proposals will be calculated as per the formula for determining the financial scores given below:

- ⇒ Normalized Financial Score (Fn) = $100 \times Fmin / Fb$

21.5. **Award Criteria/ Final Evaluation of Bid**

21.5.1. Proposals will be ranked according to their combined technical (Tb) and financial (Fn) scores using the weights (**T = 0.40 the weight given to the Technical Proposal; P = 0.60 the weight given to the Financial Proposal; T + P = 1**). The final evaluation will be based on Final Score which shall be calculated as shown below:

- ⇒ Final Score (S) = $Tn \times T + Fn \times P$

21.5.2. The bidder achieving the highest combined technical and financial score will be selected as successful bidder and will be further invited for negotiations before awarding the contract. In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.

21.5.3. DST/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.

21.5.4. In case, if selected bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next bidder with highest Final score will be called for negotiation for awarding the contract.

22. NOTIFICATION OF AWARD AND SIGNING OF CONTRACT

22.1. Prior to expiration of the period of Bid validity, DST/GIL will notify the successful Bidders and issue Lol.

- 22.2. Within Seven (7) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the DST/GIL. The contract Performance guarantee has to be submitted within (15) fifteen working days of receipt of award. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of 180 days beyond the expiry of contract.

23. FORCE MAJEURE

- 23.1. 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 bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The bidder 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.
- 23.2. Force Majeure Events
The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements.
- 23.3. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
- Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing.
- 23.4. Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
- Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:
 - a) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - b) Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
 - c) Any event or circumstance of a nature analogous to any of the foregoing.
- 23.5. FORCE MAJEURE EXCLUSIONS: Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:
- a) Unavailability, late delivery
 - b) Delay in the performance of any contractor, sub-contractors or their agents;

23.6. PROCEDURE FOR CALLING FORCE MAJEURE

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

24. CONTRACT OBLIGATIONS:

- 24.1. 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.

25. AMENDMENT TO THE AGREEMENT

- 25.1. 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.

26. USE OF AGREEMENT DOCUMENTS AND INFORMATION

- 26.1. The successful bidder shall not without prior written consent from DST/GIL disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of DST/GIL in connection therewith to any person other than the person employed by the successful bidder 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.
- 26.2. The successful bidder shall not without prior written consent of DST/GIL make use of any document or information made available for the project except for purposes of performing the Agreement.
- 26.3. All project related documents issued by DST/GIL other than the Agreement itself shall remain the property of DST/GIL and Originals and all copies shall be returned to DST/GIL on completion of the successful bidder's performance under the Agreement, if so required by the DST/GIL.

27. RESOLUTION OF DISPUTES

- 27.1. 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 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 [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 27.2. 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.
- 27.3. The place of the arbitration shall be Gandhinagar, Gujarat.
- 27.4. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 27.5. The proceedings of arbitration shall be in English language.
- 27.6. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 27.7. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

28. BOOKS & RECORDS

- 28.1. The Successful bidder shall maintain adequate Documents Related to project's physical materials & equipment for inspection and audit by DST/GIL during the terms of Contract until expiry of the performance guarantee.

29. PERFORMANCE GUARANTEE

- 29.1. The Successful bidder shall furnish Performance Guarantee as provided in the bid document to DST/GIL for an amount equal to 10% of the value of Order.
- 29.2. The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order / LOI towards faithful performance of the contract obligation, and performance of the services during contract period. In case of breach/non-compliance of contract/SLA terms and conditions, DST, DST/GIL shall invoke the PBG.
- 29.3. The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Public-Sector Banks and private banks such as IDBI Bank, UTI Bank, HDFC Bank, ICICI Bank having branch in Gandhinagar\Ahmedabad in the format provided by DST/GIL to be submitted Within 15 working days of receipt of award.
- 29.4. The Performance Guarantee shall be discharged by DST/GIL and returned to the Successful bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

30. PAYMENTS PROCEDURES

- 30.1. The Selected Bidder shall raise the component wise invoice upon achieving respective milestone as per detailed payment schedule (Section 5.2) and submit the invoice to DST/GIL.
- 30.2. The Selected Bidder's request(s) for payment shall be made to DST/GIL along with the 2 original copies of invoices and necessary documents. The invoice should be in English. The payment to the selected bidder shall be processed on submission of reports and fulfilment of other contractual obligations as per the Terms and Conditions of Service Level Agreement (SLA).
- 30.3. On the receipt of such invoice, invoice would be processed within 45 days after due verification of invoice and other supporting documents by DST/GIL or its designated agency.
- 30.4. DST/GIL or its designated agency shall verify the invoice(s) raised against the milestone achieved along with the supporting documents as prescribed and acceptable to DST/GIL.
- 30.5. Payment shall be made in Indian Rupees. While making the payment necessary deduction for penalties (if any) and applicable tax/TDS will be made.
- 30.6. The bidder shall have to furnish the payment receipt of tax collected and paid/deposited to the appropriate tax authorities to GIL/DST.
- 30.7. If there is any deficiency in the performance of Contractual obligations on the part of the bidder, the bidder shall be liable for the imposition of appropriate Penalties as specified in the section-5.1 of this RFP and DST/GIL shall be entitled to deduct such Penalties at source while making payment to the bidder for the services provided.

31. SERVICE TERMS

- 31.1. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 31.2. It is mandatory for Bidder to deploy qualified professional to provide the required services as defined under scope of work.
- 31.3. The Bidder has to submit regular schedule of technical man power availability & get it approved by DST/GIL/, before deployment.
- 31.4. The Bidder needs to manage & maintain various records related to the services extended to the Government.
- 31.5. If required, the Bidder may need to coordinate and approach various agencies working for

DST/GIL.

- 31.6. The Bidder needs to maintain the required security of the network as per the DIT/DST/GIL Security guidelines.
- 31.7. The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. The bidder will have to submit the progress reports regularly, as per the guide line issued by DST/GIL/.
- 31.8. The Bidder need to make its own arrangement for establishing outside/field communication. DST/GIL will not provide any external / outgoing facility to another network.
- 31.9. Bidder shall submit details of various reports generated by NMS for e.g. availability, downtime, usage, fault & rectification, BER etc.

32. TERMINATION OF SERVICE

- 32.1. **Termination by DST/GIL**–DST/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: -
 - 32.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
 - 32.1.2. In case DST/GIL finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
 - 32.1.3. In case the bidder fails to deliver, Install and commission ordered items within the prescribed time lines and extension granted if any. In such scenario, DST/GIL reserve the right to procure the same from other bidders at the risk, cost and responsibility of the successful bidder.
 - 32.1.4. In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;
- 32.2. **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 bidder is due for more than 2 (two) consecutive quarters.
- 32.3. 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.
- 32.4. 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.
- 32.5. 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 endeavor to remedy the default which gave rise to the commencement of such notice period.
- 32.6. 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. Further, in case of termination bidder will be paid for the work/services already delivered till the date of termination after deduction of penalties, if any.

33. INDEMNIFICATION

- 33.1. Successful Bidder will defend and/or settle any claims against DST/GIL that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Successful Bidder will rely on Customer's prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year

or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.

34. LIMITATION OF LIABILITY

- 34.1. Successful bidder's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the DST/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.

35. CONFIDENTIALITY

- 35.1. Selected agency understands and agrees that all materials and information marked and identified by DST/GIL as 'Confidential' are valuable assets of DST/GIL and are to be considered DST/GIL's proprietary information and property. Selected agency will treat all confidential materials and information provided by DST/GIL with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Selected agency will not use or disclose any materials or information provided by DST/GIL without DST/GIL's prior written approval.
- 35.2. Selected agency shall not be liable for disclosure or use of any materials or information provided by DST/GIL or developed by selected agency which is:
- 35.2.1.1. possessed by selected agency prior to receipt from DST/GIL, other than through prior disclosure by DST/GIL, as documented by selected agency's written records;
 - 35.2.1.2. published or available to the general public otherwise than through a breach of Confidentiality; or
 - 35.2.1.3. 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 DST/GIL; or
 - 35.2.1.4. Developed independently by the selected agency.
- 35.3. 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 DST/GIL and allow DST/GIL a reasonable time to oppose such process before making disclosure.
- 35.4. selected agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause DST/GIL irreparable harm, may leave DST/GIL with no adequate remedy at law and DST/GIL is entitled to seek to injunctive relief.
- 35.5. DST/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". DST/GIL in turn will not share the same without prior concern of the selected agency.
- 35.6. Above mentioned "confidentiality clause" shall be applicable on both the parties i.e. DST/GIL and selected agency.

SECTION: 7

Price Bid

PRICE BID

Table 1:

S/n	ITEM	Qty. (In Nos.)	Unit Price with Warranty & Without Taxes	Total Price without Taxes	Rate of VAT/ S. Tax/GST (%)
Schedule-I					
1	Core IP Telephony System IP PBX system with all the required hardware, software, Cabling, Accessories etc. with 7years warranty and Support	01			
2	Voice Gateways with required cabling, accessories and all applicable licenses valid perpetual for life	02			
3	Conferencing Solution for Audio & video both	01			
4	Call Billing and Accounting Tool	01			
5	Voice Mail Box for Type A users with required license valid perpetual for life	2500			
6	IP Phone (Type-A) with power adapter, patch cord (3Mtr), headset with Mic and other accessories	1650			
7	User License for Type A IP Phone: For users with IP Phone with Video calling facility and Full featured UC functionality valid perpetual for life	2500			
8	IP Phone (Type-B) with power adapter, patch cord (3Mtr), and other accessories	11000			
9	User License for Type B IP Phone: For users with only IP phone valid perpetual for life	12500			
10	Power Adapter for IP Phone-Type A	1000			
11	Power Adapter for IP Phone-Type B	1000			
12	Patch Cord-RJ 45; 3Mtr	1000			
13	Patch Cord-RJ 45; 5Mtr	1000			
14	External Full HD USB Web Cam for Desktop and Laptop	2000			
Total (Schedule-I)					
Schedule-II					
1	Operation and Maintenance Charges as per the scope of work for the period of 7 years	01			
Total (Schedule-II)					
Grand Total (I + II)					

Table 2: Schedule for Buy-back of existing end points

S/n	Item Description	Make & Model	Qty. (In Nos.)	Unit Price	Total Price
1	Analog Phones	Beetel	8000		
2	Digital Phone	Avaya	700		
Total Buy back price					

Note:

- ⇒ **Financial score of a bidder 'Fb' = Grand total of Table 1 – Total Buy Back Price (Table 2)**
- ⇒ All the above-mentioned line items in Table-1 of Price bid should fully comply to Functional, Technical specifications, scope of work defined in the RFP and should including all applicable Licenses, Cables and Accessories, Installation, Commissioning and Configuration charges with warranty and onsite Support.
- ⇒ For procurement of additional Licenses bidder has to provide the same at a discount to the quoted unit price as mentioned below for the incremental quantity:
 - From 15001 to 18000- 25% Discount
 - From 18001 to 20000- 40% Discount
 - More than 20000-50% Discount
- ⇒ The rates should be exclusive of all taxes. The applicable taxes should be submitted separately.
- ⇒ Above mentioned quantities are indicative and for evaluation purpose only, actual quantities may vary at the time of placing the Actual order depending upon the actual requirements.
- ⇒ Bidder is required to submit the detailed prices BoM with part code for each line item for both the Schedule-I & II of Table 1 of the Price Bid.
- ⇒ Price Bid-Schedule-II of Table 1: Sum Total of the Operations and maintenance cost for 7 years to be quoted by the bidder should not be less than 25% of sum total of all the line items of schedule-I of Table-1.
- ⇒ The rates quoted would be valid for a period of 1 year from the date of issuance of Lol/Work Order.
- ⇒ Non-acceptance of the above condition(s) or Conditional bid shall be rejected.

SECTION:8

FORMATS & ANNEXURES

Format 1 – Pre-Qualification Bid Letter

(On Bidder's letter head)

To,
DGM (Technical)
Gujarat Informatics Limited
Gandhinagar, Gujarat
Sir/ Madam,

Sub: **"Request for Proposal (RFP) for Selection of implementing Agency for supply, installation, commissioning and operations & Maintenance for 7years of IP Telephony network at Gandhinagar for Government of Gujarat"**

Reference: RFP NO.: GIL\DST\SICN Upgradation\2017-18 dated 16.06.2017

We, the undersigned Bidder, having read and examined in detail the entire Bid documents do hereby propose to provide the services as specified in the above referred Bid document number along with the following:

1. **Earnest Money Deposit (EMD):** We have enclosed an EMD in the form of a Demand Draft/ Bank Guarantee no. _____ dated DD.MM.YYYY for Rs. 40,00,000/- (Rupees Forty Lacs only) drawn on_____. This EMD is liable to be forfeited in accordance with the provisions of this RFP.
2. **Contract Performance Bank Guarantee:** We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form and General Terms Conditions mentioned in this RFP and Contract document.
3. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
4. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Seal Date:

Name & Designation:

Business Address:

Format 2 – General Information about the Bidder

Details of the Bidder				
1	Name of the Bidder & Address of the Bidder			
2	Status of the Company (Public Ltd/ Pvt. Ltd)			
3	Details of Incorporation of the Company			Date: Ref. #
4	Details of Commencement of Business			Date: Ref. #
5	Company Identification Number (CIN)			
6	Registered Office of the Company:			
7	Composition of the Board of Directors of the Company. Please furnish Name, Designation and their DIN.			
8	Name of Company Secretary of the Company and his/her Membership No.			
9	Name and address of the Statutory Auditors of Company for the Financial years 2013-14, 2014-15 and 2015-16.			
10	Valid Value Added Tax Registration No. & Date			
11	Valid Service Tax Registration No. & Date			
12	Permanent Account Number (PAN)			
13	Name & Designation of the contact person to whom all references shall be made regarding this tender			
14	Telephone No. (with STD Code)			
15	E-Mail of the contact person:			
16	Fax No. (with STD Code)			
17	Website			
18	Financial Details (as per audited Balance Sheets) (in Crore)			
	Year	2013-2014	2014-2015	2015-2016
	Net Worth			
	Total Turnover			
	PAT			

-----XXX-----

Format 3 – Compliance Statement & Eligibility Criteria Check list

S/N	Specific Requirements	Documents Required	Compliance Yes/No	Supporting Documents Attached or Not
1				
2				

-----XXX-----

Format 4 – Declaration Letter regarding Black listing

(On Bidder's letter head)

To,
DGM (Technical)
Gujarat Informatics Limited
Gandhinagar, Gujarat

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No _____] regarding **"Request for Proposal (RFP) for Selection of implementing Agency for supply, installation, commissioning and operations & Maintenance for 7years of IP Telephony network at Gandhinagar for Government of Gujarat"** for a period of five years. I hereby declare that my company has not been blacklisted by any Ministry of Government of India or by Government of any State in India or by Government of Gujarat or any of the Government PSUs.

I further certify that I am the Director/ Authorized Signatory/ Company Secretary and am therefore, competent in my Company to make this declaration.

Yoursfaithfully,

(Signature of the Bidder)

Name & Designation
Seal
DIN/Membership No.
Date:
BusinessAddress:

Note: In case of Authorized signatory proper Power of Attorney should be enclosed with the document confirming the signing person as an authorized signatory.

-----XXX-----

Format 5 – Unconditional Acceptance of RFP terms and conditions

(On Bidder's letter head)

To,
DGM (Technical)
Gujarat Informatics Limited
Gandhinagar, Gujarat

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No_____] regarding **"Request for Proposal (RFP) for Selection of implementing Agency for supply, installation, commissioning and operations & Maintenance for 7years of IP Telephony network at Gandhinagar for Government of Gujarat"** for a period of five years. I declare that all the terms and conditions and provisions of this RFP Document including Scope of Work and SLAs are acceptable to my company.

I further certify that I am the Director/Authorized signatory/ Company Secretary and am therefore, competent in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name & Designation:

Seal DIN/Membership No.:

Date:

BusinessAddress:

Note: In case of Authorized signatory proper Power of Attorney should be enclosed with the document confirming the signing person as an authorized signatory.

-----XXX-----

Format 6 – Annual Sales Turnover Statement

(On Applicant's Statutory Auditor's letterhead)

Date: __/__/__

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

S/N	Turnover	2013-14	2014-15	2015-16
1	Annual Turnover generated from IT/Telecom System Integrator business as per Profit and Loss Account			
2	Net worth as per Audited Balance Sheet			
3	Annual Turnover solely generated from <i>Telephony Business/VoIP/unified Communication</i>			
4	Net Profit as per Profit & Loss Account			

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

-----XXX-----

Format 7 – Statement of Projects completed of Prescribed Nature & Size

Please fill one separate form for each project according to pre-qualification criteria/eligibility criteria: -

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

Note:

1. The Copies of work order and the client certificates for satisfactory completion of the project and showing the order value and cost.
2. Completion certificate of prescribed nature and size as mentioned to be uploaded

-----XXX-----

Format 8 – Technical Bid Letter

(on Bidder's letterhead duly signed by Authorized signatory)

Date: __/__/__

To,

**DGM (Technical)
Gujarat Informatics Limited
Gandhinagar, Gujarat**

Sir/ Madam,

Sub: "Request for Proposal (RFP) for Selection of implementing Agency for supply, installation, commissioning and operations & Maintenance for 7years of IP Telephony network at Gandhinagar for Government of Gujarat"

Reference: RFP NO.: GIL\DST\SICN Upgradation\2017-18 dated 16.06.2017

We, the undersigned Bidder, having read and examined in detail the entire Bid documents do hereby propose to provide the services as specified in the above referred Bid document number along with the following:

1. We declare that all the services shall be performed strictly in accordance with the bid documents. Further we agree that additional conditions or assumptions, if any, found in the RFP documents shall not be given effect to.
2. We agree to abide by this bid for a period of 180 days from the date of financial bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.
3. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
4. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Seal Date:

Name & Designation:

Business Address:

-----XXX-----

Format 9 – Technical Compliance Sheet

S/N	Name of Item	Make	Model	Supporting Documents (uploaded or Not)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

-----XXX-----

Format 10 – Relationship with OEM

Bidder needs to enclose the **authorization on OEM's letterhead** for direct OEM support for major critical equipment's like IP Telephony system, routers, switch network device etc. During the contract period, if OEM declares any equipment as end of support for any reasons, OEM has to replace that equipment with better or equivalent products without any cost to DST/GIL. OEM has to also submit on their letter head, complete details on the support available for the equipment, their end of support dates and replacement model if any. Format enclosed:

"Format for Certificate of Support from OEM"

To,
DGM (Technical)
Gujarat Informatics Limited
Gandhinagar, Gujarat

Dated: __/__/__

Subject: Support for <<Name of OEM>> Inventory installed and in use for" _____"

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

Certified that the hardware / software proposed by M/s _____, for which our company, <<Name of OEM>> is the OEM, has been quoted for support in the bid.

Subject to existence of valid pre-purchased support contract with <<Name of OEM>> we undertake to provide the following:

1. TAC Support for operation, maintenance and upgrade of the quoted product on 24 x 7 basis up to _____.
2. RMA replacement when required identified and approved by "Name of OEM" Technical Team (with an equivalent or upgrade model)
3. Full support towards migration to IPV6 for the _____ network by studying, planning, designing and recommending the migration path and methodology.

We also certify that the Bidder and <<Name of OEM>> have agreed to execute agreement in the above respect subject to the Bidder being selected for the Project and Bidder loading support order on <<Name of OEM>>, a copy of same shall be shared with you, with in 1 month of ordering of support by Bidder.

For Partner

For OEM

Authorized signatory of Bidder

Authorized signatory of OEM

<<BILL OF MATERIAL>>

-----XXX-----

Format 11: Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,

DGM (Technical)

Gujarat Informatics Limited

Gandhinagar, Gujarat

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to "**Request for Proposal (RFP) for Selection of implementing Agency for supply, installation, commissioning and operations & Maintenance for 7years of IP Telephony network at Gandhinagar for Government of Gujarat**" the 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 Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - i. To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - ii. To furnish performance bank guarantee as mentioned above or
 - iii. If the bidder is found to be involved in fraudulent practices.
 - iv. If the bidder fails to submit the copy of purchase order & acceptance thereof.

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

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Gujarat Informatics Limited / PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the Gujarat Informatics Limited /PURCHASER discharges this guarantee

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



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

or by any other matter or things.

The Bank also agree that the Gujarat Informatics Limited /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 Gujarat Informatics Limited /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: Any Nationalized Bank operating in India having branch at Gandhinagar/Ahmedabad.

Format 12: Format for Performance Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,

DGM (Technical)

Gujarat Informatics Limited

Gandhinagar, Gujarat

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 implementing Agency for supply, installation, commissioning and operations & Maintenance for 7years of IP Telephony network at Gandhinagar for Government of Gujarat**", for the M/s Gujarat Informatics Limited ("GIL")

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 its successors and permitted assigns) have agreed to give the Gujarat Informatics Limited ("GIL") 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 GIL under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards 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 GIL in that behalf and without delay/demur or set off, pay to GIL any and all sums demanded by GIL under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from 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 decide by the bidder and 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.
 - 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 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 notwithstanding any security or other guarantee that 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 GIL or any other indulgence shown by 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 Gandhinagar/Ahmedabad, Gujarat 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.

Format 13: OEM Undertaking for Back-to-Back OEM support for 7Years
(On OEM letter Head signed by Authorized Signatory)

Date: ____/____/____

To,
DGM (Tech),
Gujarat Informatics Limited
8th Floor, Block No.1, Udyog Bhavan,
Gandhinagar, Gujarat

Ref: RFP no. _____

Subject: OEM undertaking for back-to-back OEM support for the quoted products in the RFP no.

Dear Sir,

We, _____, with address _____

_____, do hereby confirm that we will be offering _____ as part of our solution for the above-mentioned RFP.

We hereby confirm that the offered Products in the referenced RFP will be provided with a back-to-back 24x7x365 support subscription covering upgrades, updates, patch updates, bug fixes, Fault Reporting, Trouble Ticketing, call resolution etc. available for the period of seven years through _____ (SI/Bidder) from the date of Go-Live and till Go-live offered products are covered under back-to-back OEM warranty.

Thanking you,

(_____)

Note: Power of Attorney should be enclosed with the document confirming the signing person as an authorized signatory.