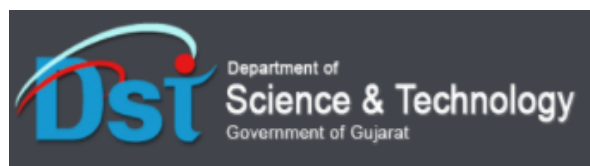


Rate Contract for selection of Agency for Supply, Installation, Commissioning, Testing and O&M of RF connectivity on Service/Rental model for Last Mile connectivity of GSWAN.

Tender No.: GIL\DST\RC\RF connectivity Services Dated 11.07.2017.



Issued by:



Gujarat Informatics Ltd

Block no. 1, 8th floor, Udyog Bhavan, Sector-11, Gandhinagar-382017, Gujarat

Ph No. 23259237, 23259240 Fax: 23238925; www.gujaratinformatics.com

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the TENDERER or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in eliciting their financial offers (the "Proposal") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the TENDERER, in relation to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the TENDERER, its employees or Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own surveys and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources before filling up the RFP. Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The TENDERER accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The TENDERER, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, delay or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding process.

SECTION-I

KEY INFORMATION

&

INSTRUCTIONS

INFORMATION REGARDING THE RFP

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

- ✓ This is a Bid for Supply, Installation, Commissioning, Testing and O&M of RF connectivity on Service/Rental model for Last Mile connectivity of GSWAN.
- ✓ Bidder shall upload their bids on <https://www.gil.nprocure.com>.
- ✓ The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office.
- ✓ The bid shall specify time schedule of various activities.
- ✓ Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- ✓ Services offered should be strictly as per requirements mentioned in this Bid document.
- ✓ Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- ✓ Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, TENDERER reserve the right to revised financial offer.
- ✓ Bidder shall quote the prices of services as mentioned valid for **3 Year**.
- ✓ The duration of the Contract period for this activity will be of **5 years**.

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

Section – 1	Key Information & Instructions
Section – 2	Project Profile and Scope of Work
Section – 3	Eligibility Criteria
Section – 4	Instructions to the Bidders
Section – 5	Price Bid
Section – 6	Annexures & Formats

Instruction to the bidders for online bid submission:

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

<https://gil.nprocure.com> & the Bid Security and bid processing fees must be delivered to the office of Gujarat Informatics Ltd on or before the last date and time of submission of the bid.

- The eligibility section and the Bid Security & bid processing fees section will be opened on the specified date & time in presence of the Bidders or their authorized representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday for the office of Gujarat Informatics Ltd the due date for submission and opening of bids will be the following working day at the scheduled times.
- In case of any clarifications required, please contact **DGM (Tech)**, **GIL** in writing 5 days before the Pre-Bid meeting date.

Important Dates

Rate Contract for selection of Agency for Supply, Installation, Commissioning, Testing and O&M of RF connectivity on Service/Rental model for Last Mile connectivity of GSWAN.		
1.	Contract Period	5 Years
2.	Pre-Bid Meeting time and venue	21/07/2017 at 1500 hrs at Gujarat Informatics Ltd.
3.	Bid Due date and time	03/08/2017 up to 1500 Hrs
4.	Date of Opening of Un-priced bid	03/08/2017 at 1700 Hrs
5.	Date & Time of opening of Commercial Bid	Will be intimated to the qualified bidders at a later date.
6.	Venue of opening of Commercial Bid/s	Gujarat Informatics Limited, Block No. 1, 8th Floor, Udyog Bhawan, Gandhinagar-382010
7.	Bid Processing Fees (Non-refundable)	Rs. 15,000 (Fifteen Thousand Only)
8.	Bid security (EMD)	Rs. 40,00,000/- (Rupees Forty Lakh Only)
9.	GIL Contact person	DGM (Technical)

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

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

1.1

Abbreviations

Abbreviation	Description
AT	Acceptance Testing
BoQ	Bill of Quantity
DST	Department of Science & Technology, Government of Gujarat
EMD	Earnest Money Deposit
FAT	Final Acceptance Testing
GoI	Government of India
GoG	Government of Gujarat
GIL	Gujarat Informatics Limited
ICT	Information Communication and Technology
IP	Internet Protocol
LoI	Letter of Intent
NOC	Network Operations Center
O&M	Operations and Maintenance
PBG	Performance Bank Guarantee
PoE	Power Over Ethernet
SOP	Standard Operating Procedure
SoW	Scope of Work

DEFINITIONS

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

1. **“Acceptance Test (AT)”** means the acceptance testing of the ordered product & services on completion of installation and commissioning under the project.
2. **“Acceptance Test Document”** means a document, which defines procedures for testing the RF Connectivity in GSWAN against requirements laid down in the Agreement.
3. **“Agreement”** means the Service Level Agreement to be signed between the successful bidder and TENDERER including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. **“Authorized Representative/ Agency”** shall mean any person/ agency authorized by either of the parties.
5. **“Bidder”** means any 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 the TENDERER signs the Service Level Agreement for executing the project.
6. **“Contract”** is used synonymously with Agreement.
7. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
8. **“Default Notice”** means the written notice of Default of the Agreement issued by one Party

to the other in terms hereof.

9. **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive GoG of the benefits of free and open competition.
10. **"Good Industry Practice"** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
11. **"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.
12. **"LoI"** means Letter of Intent, which constitutes the intention of the GoG to place the Purchase Order with the successful bidder.
13. **"O&M Period"** means period of 5 years starting with the successful, installation and commissioning and FAT of the project components. The date of start of O&M shall start from the date of successful FAT of the equipment at the site location.
14. **"Planned link Outage"** means unavailability of network services due to infrastructure maintenance activities such as configuration changes, up-gradation or changes to any supporting infrastructure.
15. **"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.
16. **"Service"** means provision of Contracted services for the TENDERER.
17. **"Termination Notice"** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
18. **"TENDERER"** here shall mean "Department of Science and Technology, Government of Gujarat" or its subsidiary company "M/s Gujarat Informatics Limited"
19. **"Unplanned link Outage"** means an instance other than the planned link outage in which no traffic can pass on the selected link through which offices are connected.
20. **"Uptime"** means the time period when specified services with specified technical and service standards as mentioned in the Tender Document are available to the TENDERER 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.

21. **"% Uptime"** means ratio of 'up time' (in minutes) in a quarter to Total time (in minutes) in a quarter multiplied by 100.
22. **"Downtime"** means accumulated time during which the network is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.
23. **"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) of the TENDERER.

24. **“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 network will be 24x7x365.
25. **“GSWAN – Gujarat State Wide Area Network”** is IT Backbone of the state of Gujarat.

SECTION: II

PROJECT PROFILE

AND

SCOPE OF WORK

SECTION -2

Gujarat Informatics Limited (GIL), on behalf of Department of Science and Technology, Government of Gujarat, is issuing this “Rate Contract for selection of Agency for Supply, Installation, Commissioning, Testing and O&M of RF connectivity on Service/Rental model for Last Mile connectivity of GSWAN”.

1. Introduction

1) Background

In the year 2006, Government of India approved the National eGovernance Plan (NeGP) with a vision to “make all Government services accessible to the common man in his locality, through common service delivery outlets and ensure efficiency, transparency & reliability of such services at affordable costs to realize the basic needs of the common man”. In order to make this vision a reality, the Government of India (GoI) under the NeGP has identified multiple mission mode projects along with various e-Governance initiatives at the State level to provide increased number of services electronically. Therefore, as part of the National e-Governance Plan:

- **State Wide Area Network (SWAN)** has been envisaged as the converged backbone network for providing data, voice and video communications throughout a State/UT. SWAN is expected to cater to the information communication requirements of all the departments at the National, State and Block level.
- In order to cater the need of hosting of state level e-Governance applications and data, **State Data Centre Scheme** has been envisaged to establish Data Centers in all the States/UTs so that common secure IT infrastructure is created to host state level e-Governance applications/Data to enable seamless delivery of Government to Government (G2G), Government to Citizen (G2C) and Government to Business (G2B) services duly supported by State Wide Area Network and Common Service Centers established at the village level.

2) Existing Infrastructure

Department of Science and technology, Government of Gujarat (GoG) was always at the fore front when we talk about the initiatives and key differential steps taken by the state governments throughout the country in the area of e-Governance and e-Services provided at the door step of the citizens. DST, GoG has implemented Gujarat State Wide Area Network (GSWAN) in the year 2001-02. The erstwhile project currently under the third phase of upgradation while Gujarat State Data Centre (GSDC) commissioned in the year 2008 currently under the second phase of upgradation.

DST, GoG has issued a work order for up gradation of entire IT Infrastructure created under the GSWAN with vision to provide internet services throughout the state to all the Government official working with the various Departments/Boards/Corporations/ PSUs etc. and to cater this multi fold requirement DST, GoG is also upgrading the bandwidth availability at each level by more than 10 times. Upgraded GSWAN is envisaged to be upgraded as next-generation intelligent network that can deliver a wide variety of advanced, value-added services. Integration components, including Layer 3 Network, Layer 2 Network, Traffic Engineering,

Quality of Service (QoS) and IPv6 will enable creation of a highly efficient, scalable, and secure GSWAN that will be able to cater the desired Service Level Uptime and Availability

2. Scope of Work

The TENDERER is planning to install high speed Radios in GSWAN to connect the remote locations in Point-to-Point configuration. The distance between two locations which is required to be connected in GSWAN will vary from 1km to 30kms. The work is to be completed on a turnkey basis and the RF links are to be maintained for a period of 5years from the date of completion of FAT.

The offered solution should provide **Point-to-Point connectivity** over wireless Radio.

The Scope of work under this RFP consists of following task:

- 1) The bidder will be responsible for end-to-end installation, commissioning and maintenance of the RF link up to the termination point on network equipment at the node
- 2) The RF link includes supply and installation of radios at both (base and remote) location along with all the necessary components like Antennas, Mounting structure (pole/Mast), clamps, cables(active/Passive), lightening arrester, earthing, aviation lamp, etc.
- 3) The distance between the GSWAN node and the remote location may vary from 1km to 30kms.
- 4) The RF links connected in the GSWAN should be able to deliver minimum throughput of 30mbps from day one.
- 5) Proposed wireless solution should conform to applicable WPC regulations for use of license-free spectrums in terms of EIRP. A declaration to this effect must be submitted which must be supplemented by periodic compliance reports during the project period.
- 6) The Radio's should be provided with at least 2(two) Ethernet 10/100/1000 Base-Tx port for connecting to the network device provided by the Tenderer at the end locations.
- 7) The bidder shall carry out the survey/feasibility study wherever required, to identify and resolve all the RF/data path related issues for the proposed connectivity.
- 8) The bidder will be responsible for site readiness and transportation of material, erection and anchoring of support structure, earthing, lightening arrestor, STP/RF cable, aviation lamp, surge protection and other accessories.
- 9) It will be responsibility of the bidder to arrange and obtain all the necessary permissions at the base and remote location for the required erection of the support structure and installation.
- 10) The bidder will be provided with the required access, power at each location for installation and commissioning of the devices. However, it will be responsibility of the bidder to extend the electrical power at each site as per actual requirement.
- 11) The bidder has to complete the installation of the links within 15 working days from the date work order.
- 12) The bidder is required to maintain the required service levels i.e. uptime of 99.74%, failing which operational penalties will be levied.

- 13) The bidder will have to use the IP schema provided by Tenderer.
- 14) The bidder will be responsible to ensure that the wireless radios should be integrated and discoverable in the existing NMS tool of the TENDERER.
- 15) The bidder shall be bound to the Service Level Agreement under the contract and is supposed to provide the support service during the 5 years of Operation and Maintenance period.
- 16) **Complaint resolution:**
 - a) The Tenderer will provide centralized helpdesk for assistance or registration of user complaints through various mediums like Call/SMS/Email of ticket generation system. Bidder is responsible for coordination with the Helpdesk operator for early resolution of the complaints/request booked at the centralized helpdesk provided by the TENDERER.
 - b) On ticket generation at the centralized helpdesk, the calls pertaining to the RF connectivity, created under this RFP, will be allotted to the bidder for further resolutions of the complaints.
 - c) After rectifying the complaint, bidder is required to update the resolution/call-closure on the centralized helpdesk.
- 17) The bidder will also be responsible for replacement of faulty equipment's at sites even in case of same due to power surge issues at the sites, without any additional cost to the tenderer
- 18) The Tenderer or its designated agency will monitor the performance of links during the operations period. The Tenderer or its designated agency will be responsible for verification, validation of all works/services under the terms & conditions of the agreement.
- 19) **Final Acceptance Test (FAT)**
 - a) FAT of the installed link will be deemed to be commissioned after successful discovery of the Radios in the NMS tool.
 - b) Further, the successful bidder, in co-ordination with the tenderer or its designated agency is required to conduct the following test to verify the health of the installed radios:
 - Signal Strength: As per TEC standards
 - Throughput/File Transfer: conduct a file transfer from any device connected to the radios to check the effective throughput of the link
 - c) The successful bidder shall be responsible for obtaining installation and commissioning certificate (Sign-off) on completion of the work from the user department
 - d) The Successful bidder shall be responsible for rectification of discrepancies identified by the TPA/any other authorized representative while conducting FAT. Further on rectification of all the discrepancies identified during the FAT will be re-conducted.
 - e) Documentation: The Successful Bidder shall provide technical documentation with equipment Installed. The document should consist of installation & commissioning report, certified work completion report from local office, invoice copy, details of material installed at the site.

3. Operations and Maintenance

- 1) The Successful Bidder shall be responsible for day to day operations and maintenance for a period of 5-years from the date of commissioning of the project.
- 2) It shall be the responsibility of the Successful Bidder to ensure that all software/firmware etc. should be updated for patches/release etc. periodically.
- 3) **Reactive Maintenance:** the bidder needs to ensure all the fault tickets logged in the helpdesk tool of the Tenderer are addressed and resolved in timely manner as per the SLA's defined
- 4) **Preventive Maintenance:** The bidder should perform the preventive maintenance of the link/equipment's every 6 months and provide a report for each and every link installed. The preventive Maintenance should include, but not limited to, following:
 - a) Check/Repair/Replace: connectors, clamp, antenna feeder, STP/Cat-6 cable, etc.
 - b) Dusting of the structure and Radio's
 - c) Check signal strength, realignment of antennae, etc.

5) Manpower:

Sr. No	Description	Qualification
1.	Project Manager	<ul style="list-style-type: none"> • BE/ B. Tech (EC/CS/IT) / MCA/MBA • Minimum 8 years of experience with handling & managing Large scale WAN/MAN/WiFi Project having Min 50 locations as a Technical Manager
2.	Technical Support Engineer	<ul style="list-style-type: none"> • BE/ B. Tech (EC/CS/IT) • Minimum 3 years of experience with installation, troubleshooting and handling and managing day to day activity of large scale WAN/MAN/Wi-Fi project

- a) The bidder has to ensure that appropriate qualified manpower with requisite skill sets is deputed at the locations defined in the above table.
- b) The bidder shall depute
 - 1(one) Project Manager at Central location as specified by Tenderer
 - 1 dedicated Technical Support Engineer in district having more than 50 RF links
 - Sufficient manpower at other locations to meet the SLA
- c) This is minimum indicative list of resources and based on actual requirements, the bidder may deploy any number of resources to meet the SLA. The TENDERER 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 bidder 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) The bidder 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.

- f) The bidder 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.
- g) In case of change in its team composition owing to attrition the Successful Bidder 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.

4. Functional/Technical Specifications

Sr. No	Specification
Wireless Radio	
1.	Should support communication requirement including voice, video, data applications
2.	Should operate in 5.8GHz frequency band (ISM band)
3.	Should support point-to-point mode
4.	Should provide minimum throughput of 30Mbps
5.	Should be able to connect locations at a distance of up to 30kms
6.	Should support different type of antenna (Uni-directional, Omni-directional, Sectorial, etc.)
7.	Should have 10/100/1000 Base-Tx Ethernet interface to connect to WAN/LAN port
8.	Should support 802.3u encoding
9.	Should be manageable through Console, SNMP (v1, v2, v2c), Http/ssl.
10.	Should support IPv6 from day 1
11.	Should be discoverable in the existing NMS tool
12.	The outdoor unit should be IP65 compliant
13.	Operating Temperature 0 to 55 °C
14.	Should have inbuilt surge protection mechanism
15.	Should support traffic encryption
16.	Should be WPC compliant
17.	Should be TEC approved

SECTION-III

ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA

The bids are hereby called from the bidders who fulfill following technical and functional eligibility criteria

Sr. No	Specific Requirement	Documents Required
1.	Bidder should be a company registered under Companies Act, 1956 and should have been operating for the last Five years as on the bid issuance date.	Certificates of incorporation AND Self-Declaration Certificates
2.	Average Annual Sales Turnover generated from IT/ITeS Services (as per the published Balance sheets), should be at least Rs. 15 crores during last three financial years as on 31 March 2017. AND Total annual turnover of last three years as on 31 st march 2017 solely generated from Wireless links/ Wi-Fi business should be Rs. 5 crores.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. In case of Unaudited Balance Sheet for FY 16-17, Provisional CA Certificate is allowed
3.	The bidder must have positive Net worth and should be a Profit-making entity in each of the last three financial years as on 31st March, 2017	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. In case of Unaudited Balance Sheet for FY 16-17, Provisional CA Certificate is allowed CA certificate mentioning net profit of the bidder should be enclosed
4.	Bidder should not be under the effect of blacklisting by any Ministry of Government of India or by any State Government of any other State in India or by Government of Gujarat or any of the Government PSUs at the time of bidding.	A Self Certified letter
5.	The bidder should have a Permanent Office in Gujarat preferably at Ahmedabad or Gandhinagar Or should setup in 45 days from the award of Work Order.	Copies of any two of the followings: Property Tax / Electricity / Telephone Bill / VAT/ CST Registration /Lease agreement. Or Undertaking to open an office in Gujarat
6.	The OEM should have minimum Annual Turnover of Rs. 100 Crore generated from sale of Wireless Radio devices, globally during the financial year ending 31 st March 2017	Audited and Certified Balance Sheet and Profit/Loss Account of Financial Years ending 31 st March 2017 should be enclosed. In case of Unaudited Balance Sheet for

		FY 16-17, Provisional CA Certificate is allowed
--	--	---

NOTE:

1. The bidder should submit authorization certificate of Original Equipment Manufacturer (OEM) specific to the bid.
2. In case the equipment's are imported, they should adhere to the requirement of Government of India Regulations (WPC Regulations) and should be 'Type Approved'. The bidder will have to upload documentary evidence for the legalized import of all the Equipment's, just to ensure that the offered equipment's are approved by WPC. The Documents should not be older than one year.

SECTION: IV

**INSTRUCTIONS
TO BIDDERS**

SECTION -4

1. GENERAL INSTRUCTION TO BIDDERS

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

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

2. COST OF BIDDING

- 1) The Bidder shall bear all costs associated with the preparation and submission of the Bid. TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 2) Bidder is requested to pay **Rs. 15,000/-** as a bid processing fee (Non-refundable) in the form of demand draft in favor of "Gujarat Informatics Ltd." payable at Ahmedabad/Gandhinagar along with the EMD cover. In case of non-receipt of bid processing fees & EMD the bid will be rejected by GIL as non-responsive.

3. BIDDING DOCUMENT

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

4. CLARIFICATION ON BIDDING DOCUMENT

Bidders can seek written clarifications on or before pre-Bid to DGM (Tech), Gujarat Informatics Ltd., 8th Floor, and Block No. 1, Udyog Bhavan Gandhinagar 382017. TENDERER 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.

5. AMENDMENT OF BIDDING DOCUMENTS

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

6. BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

- 1) Bidder shall furnish, as part of the Bid, EMD (Refundable) for the amount of Rs. 40,00,000/- (Rupees Forty Lakh Only) in the form of Demand Draft OR in the form of an unconditional Bank Guarantee by Bank Guarantee (which should be valid for 6 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 (in the format specified in Annexure IV) and must be submitted along with the covering letter.
- 2) EMD of all unsuccessful bidders would be refunded within 60 Days on selection of successful bidder.
- 3) The EMD of successful bidder would be returned upon successful submission of Performance Bank Guarantee as per the format provided in Annexure IV.
- 4) EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 5) The bid / proposal submitted without EMD and Bid Processing fee, mentioned above, will be summarily rejected.
- 6) The EMD may be forfeited, In case of a Bidder if:
 1. The bidder withdraws its bid during the period of bid validity.
 2. The Bidder does not respond to requests for clarification of their Bid.
 3. The Bidder fails to co-operate in the Bid evaluation process.
 4. The bidder is found to be involved in fraudulent and corrupt practices
 5. In case of successful bidder, the said bidder fails:
 - i.) Fails to sign the agreement in time
 - ii.) Fails to submit performance bank guarantee

7. LANGUAGE OF THE BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and TENDERER 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.

8. LATE BIDS

- 1) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be REJECTED.
- 2) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

9. SECTION COMPRISING THE BIDS

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

1. **BID SECURITY SECTION:** The bid security & bid processing fee (non-refundable) to be furnished to GIL office in the form of demand draft in 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.
2. **ELIGIBILITY & TECHNICAL SECTION**
 - i.) Financial Capabilities. (In the Prescribed Format Only: ANNEXURE VI)
 - ii.) Compliance Statement. (In the Prescribed Format Only: ANNEXURE VII)
 - iii.) Proposed Technical Solution as per the Scope of Work with details of each component/Module
 - iv.) Proposed Technical Architecture for the project, with details of each project component
 - v.) Detailed Write-up on the Approach & Methodology for implementing and maintenance of the project.
3. **PRICE BID SECTION: Priced bid** (in the prescribed format only in Section V)

- 3) Price shall be inclusive of all freight, forwarding, transit insurance and installation charges. Prices shall be inclusive of Excise Duties. The prices shall strictly be submitted in the given format. Quoted prices shall be without GST. The tax components as applicable shall be mentioned separately in the respective columns. Successful Bidder will have to supply/provide goods with an Invoice from a place located within State of Gujarat.
- 4) Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Arithmetical errors will be rectified on the following basis.
- 5) The bidder should provide calculations (Bill of Material with installation and setup charges, exclusive of taxes) for the quoted items, without which the bid is liable for rejection. Any arithmetical errors in these calculations will be on bidders account.
- 6) Offered price should be exclusive of all applicable taxes such as GST, FOR destination (anywhere in Gujarat state).

10. BID OPENING

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

11. BID VALIDITY

- 1) Bids shall remain valid for 180 days after the date of Bid opening prescribed by TENDERER. A Bid valid for a shorter period shall be rejected as non-responsive.
- 2) In exceptional circumstances, TENDERER 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.

12. CONTACTING TENDERER

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

13. REJECTION OF BIDS

TENDERER 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.

14. BID EVALUATION PROCESS

- 1) Part – I (Bid Security): Bidders who have submitted the valid bid security as per the format shall be considered for further evaluation. Similarly, if the RFP document fee has not been deposited / submitted in case of downloaded forms the Bid shall be out rightly rejected.
- 2) Part – II (Financial Bid): Bidders qualified as per the “Eligibility criteria” defined in section-3 and meeting the technical compliance as per the requirement of the RFP will be short- listed and financial bids of only those bidders will only be opened for evaluation and arriving at lowest (L1) bidder.

15. AWARD OF CONTRACT

- 1) Award Criteria: The Criteria for selection will be the lowest cost to TENDERER for the qualified bid. TENDERER may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.
- 2) Prior to expiration of the period of Bid validity, TENDERER will notify the successful Bidders and issue Lol/Work Order.
- 3) The successful bidder will have to revert with the Acceptance of the Lol within 7 days of the issuance of the same to the TENDERER.
- 4) The contract Performance guarantee has to be submitted within 15 calendar days of receipt of Lol/Work Order. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of 180 days beyond the expiry of contract.
- 5) In case, the lowest bidder (L1) does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder i.e. L2 will be awarded the contract. In such scenario, the L2 bidder has to match the L1 Price and execute the project at the L1 Price for the entire contract duration.
- 6) The TENDERER right to vary requirements at time of award: TENDERER 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.

16. FORCE MAJEURE

- 1) Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if

and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the TPA.

- 2) The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The TPA shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.
- 3) Force Majeure Events: The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:
- 4) Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 1. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 2. Explosion or chemical contamination (other than resulting from an act of war);
 3. Epidemic such as plague;
 4. Any event or circumstance of a nature analogous to any of the foregoing.
- 5) Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
 1. Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:
 2. 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;
 3. Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
 4. Any event or circumstance of a nature analogous to any of the foregoing.
- 6) FORCE MAJEURE EXCLUSIONS: Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:
 1. Unavailability, late delivery
 2. Delay in the performance of any contractor, sub-contractors or their agents;
- 7) PROCEDURE FOR CALLING FORCE MAJEURE: The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable,

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

17. CONTRACT OBLIGATIONS:

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

18. AMENDMENT TO THE AGREEMENT

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

19. REPRESENTATIONS AND WARRANTIES

1) Representations and Warranties by the Selected Agency:

1. It is a company/ organization under any statute of India duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof;
2. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof;
3. It will have the legally valid and enforceable title to all Equipment as may be necessary for proper functioning and it will be free from all encumbrances, liens, charges, any security interest and adverse claims of any description;
4. The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers;
5. There is no pending or threatened actions, suits or proceedings affecting the Successful Bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the selected agency's ability to perform its obligations under the Agreement; and neither Successful Bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise);
6. The Successful Bidder confirms that all representations and warranties of the Successful Bidder set forth in the Agreement are true, complete and correct in all respects;
7. No information given by the Successful Bidder in relation to the Agreement, project documents or any document comprising security contains any material misstatement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;

8. All equipment including material to be installed by the Successful Bidder shall be new. All equipment shall conform to the codes, standards and regulations applicable to networking facilities and benefit from the usual manufacturer's guarantees.
- 2) Representations and Warranties by TENDERER
 1. It has full legal right; power and authority to execute the Village Wi-Fi project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
 2. The Agreement has been duly authorized, executed and delivered by TENDERER and constitutes valid, legal and binding obligation of TENDERER.
 3. The execution and delivery of the Agreement with the Successful Bidder does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to TENDERER, its assets or its administration.

20. RESOLUTION OF DISPUTES

- 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.
- 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.
- 3) The place of the arbitration shall be Gandhinagar, Gujarat.
- 4) The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 5) The proceedings of arbitration shall be in English language.
- 6) The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 7) The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law

21. BOOKS & RECORDS

The Successful Bidder shall maintain adequate Documents Related to project's physical materials & equipment's for inspection and audit by the TENDERER or its nominated agency during the terms of Contract until expiry of the performance guarantee.

22. PERFORMANCE GUARANTEE

- 1) The Successful Bidder shall furnish Performance Guarantee as provided in the bid document to TENDERER for an amount equal to 10% of the value of the Order.
- 2) The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order towards faithful performance of the contract obligation, and performance of the equipment during Warranty period. In case of poor and unsatisfactory field services, TENDERER shall invoke the PBG.

- 3) The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Public-Sector Banks / private banks having branch in Gandhinagar/Ahmedabad in the format provided by TENDERER to be submitted Within 15 calendar days from the date of LOI/work order.
- 4) The Performance Guarantee shall be discharged by TENDERER and returned to the successful bidder within 30 calendar days from the date of expiry of the Performance Bank Guarantee.

23. TERMINATION CLAUSE

- 1) Termination by TENDERER: TENDERER, 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: -
 1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
 2. In case TENDERER finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
 3. In case the bidder fails to deliver the required services as per the scope of work within the prescribed time lines defined in this RFP and extension granted, if any. In such scenario, TENDERER reserve the right to procure the same from other bidders/channels at the risk, cost and responsibility of the selected agency.
- 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 due to the successful bidder for the services rendered is due for more than 2 (two) consecutive cycles.
- 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.
- 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.
- 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.
- 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.

24. EXIT MANAGEMENT

- 1) This sets out the provisions, which will apply on expiry or termination of the Contract Agreement, the Project Implementation, Operation and Management SLA.
- 2) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 3) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

4) Cooperation and Provision of Information

5) During the exit management period:

1. The successful bidder will allow the TENDERER or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the TENDERER to assess the existing services being delivered;
2. Promptly on reasonable request by the TENDERER, the successful bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the successful bidder or sub-contractors appointed by the successful bidder). The TENDERER shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The successful bidder shall permit the TENDERER or its nominated agencies to have reasonable access to understand the methods of delivery of the services employed by the successful bidder and to assist appropriate knowledge transfer.

6) Confidential Information, Security and Data

1. The successful bidder will promptly on the commencement of the exit management period supply to the TENDERER or its nominated agency the following:
 - i.) Information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services;
 - ii.) Documentation relating to Intellectual Property Rights;
 - iii.) Documentation relating to sub-contractors (If Any);
 - iv.) All current and updated data as is reasonably required for purposes of the TENDERER or its nominated agencies transitioning the services to its Replacement agency in a readily available format nominated by the TENDERER, its nominated agency;
 - v.) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the TENDERER or its nominated agencies, or its Replacement agency to carry out due diligence in order to transition the provision of the Services to the TENDERER or its nominated agencies, or its Replacement Agency (as the case may be).

7) General Obligations of the Successful Bidder

1. The successful bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the TENDERER or its nominated agency or its Replacement agency and which the successful bidder has in its possession or control at any time during the exit management period.
2. For the purposes of this Schedule, anything in the possession or control of any successful bidder, associated entity, or sub-contractor is deemed to be in the possession or control of the successful bidder.
3. The successful bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

8) Exit Management Plan

1. The successful bidder shall provide the TENDERER or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Contract Agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
 - i.) A detailed program of the transfer process that could be used in conjunction with a Replacement agency (if any) including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii.) Plans for provision of contingent support to the TENDERER, and Replacement agency for a reasonable period after transfer.
2. The successful bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
3. Each Exit Management Plan shall be presented by the successful bidder to and approved by the TENDERER or its nominated agencies.
4. The terms of payment as stated in the Terms of Payment Schedule include the costs of the successful bidder complying with its obligations under this Schedule.
5. In the event of termination or expiry of the Contract Agreement , and Project Implementation, each Party shall comply with the Exit Management Plan.
6. During the exit management period, the successful bidder shall use its best efforts to deliver the services.
7. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
8. This Exit Management plan shall be furnished in writing to the TENDERER or its nominated agencies within 90 days from the Effective Date of this Agreement.

25. INDEMNIFICATION

Successful bidder will defend and/or settle any claims against TENDERER 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. Successful 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. Successful 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.

26. LIMITATION OF LIABILITY

Successful bidder cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the TENDERER within the remaining duration of the contract term from the day claim is raised and Successful Bidder shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

27. CONFIDENTIALITY

- 1) Successful Bidder understands and agrees that all materials and information marked and identified by TENDERER as 'Confidential' are valuable assets of TENDERER and are to be considered TENDERER's proprietary information and property. Successful Bidder will treat all confidential materials and information provided by TENDERER with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Successful Bidder will not use or disclose any materials or information provided by TENDERER without TENDERER's prior written approval.
- 2) Successful Bidder shall not be liable for disclosure or use of any materials or information provided by TENDERER or developed by Successful Bidder which is:
 1. possessed by Successful Bidder prior to receipt from TENDERER, other than through prior disclosure by TENDERER, as documented by the successful bidder 's written records;
 2. published or available to the general public otherwise than through a breach of Confidentiality; or
 3. Obtained by Successful Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to TENDERER; or
 4. Developed independently by the successful bidder.
- 3) In the event that Successful Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Successful Bidder shall promptly notify TENDERER and allow TENDERER a reasonable time to oppose such process before making disclosure.
- 4) Successful Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause TENDERER irreparable harm, may leave TENDERER with no adequate remedy at law and TENDERER is entitled to seek to injunctive relief.
- 5) TENDERER does not follow the practice of asking Confidential Information of selected agency, however if any confidential information is required/shared by the Successful Bidder, then Successful Bidder has to clearly marked it as "Strictly confidential". TENDERER in turn will not share the same without prior concern of the selected agency.
- 6) Above mentioned "confidentiality clause" shall be applicable on both the parties i.e. TENDERER and selected agency.

28. PAYMENTS TERMS

As per the scope of work of this RFP document bidder is required to provide ordered services on Service/Rental model.

- 1) Payment Schedule:
 1. Delivery, installation, Commissioning, Integration, FAT of link : 30% of unit Price as per Price Bid
 2. The remaining 70% will be released to successful bidder in 20 equal installments on Quarterly basis on acceptance of the invoice by the TENDERER or its designated agency.
- 2) Shifting Charges: If in case, there is shifting of office from one building to another, the bidder will be responsible for unmounting of the Radio and necessary support structure

from the existing location to new location.

The following charges would be paid for the shifting purpose:

1. Shifting of Radio link along with support structure and accessories: Rs. 25000/- per link
2. Shifting of Radio links without relocating of support structure: Rs. 10000/- per link
- 3) The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by the TENDERER or its designated agency.
- 4) In case the processing of the invoice gets delayed beyond 45 days from the date of acceptance of invoice, the Successful bidder would be paid an adhoc amount of 50% of invoice value and the remaining amount would be released after getting clarifications, due verification and imposition of penalty, if any.
- 5) Payment shall be made in Indian Rupees. While making payment, necessary deductions of penalties, if any and applicable TDS/income tax will be made.

29. SERVICE TERMS

- 1) The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 2) It is mandatory for Bidder to deploy qualified professional to install, commission & maintain the proposed Network, as defined under scope of work.
- 3) The Bidder will have to carry out reinstallation of any of the equipment 'Free of Cost, if required.
- 4) The Bidder need to manage & maintain various records related to the services extended to the Government.
- 5) If required, the Bidder may need to coordinate and approach various agencies working for TENDERER.
- 6) The Bidder needs to maintain the required security of the network as per the DoT/TENDERER Security guidelines.
- 7) The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Successful bidder will have to submit the progress reports regularly, as per the guide line issued by TENDERER/TPA.
- 8) In case of failure of any system or equipment, the Bidder needs to replace or repair the faulty part/component/device to restore the services at the earliest. The cost of the repairing or replacement of faulty Cable/component/device has to be entirely born by the Bidder.
- 9) All expenses related to cable/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Bidder as part of Contract Agreement.
- 10) Bidder shall submit test procedures covering various test cases and expected results of these tests relating to various systems being commissioned for the network.

30. IMPLEMENTATION TIMELINES, SERVICE LEVEL AND PENALTY CLAUSE

1) IMPLEMENTATION TIMELINES

S/n	Activity	Timeline	Penalty
1	Delay in Installation and Commissioning	15 working days from work order	0.5% of order value for delayed item per week or part thereof for delay in installation and commissioning

Note: Maximum Penalty cap of 10% of contract value for Penalty for Delay in Implementation.

2) SERVICE LEVEL

S/n	Activity	Target	Penalty
1	Availability of Link	99.74%	<p>a) 99.748.50% or Better= NIL</p> <p>b) 98.00% to 99.73 = 5% of QP per link</p> <p>c) 96.00% to 97.99% = 10% of QP per link</p> <p>d) 90.00% to 95.99% = 20% of QP per link</p> <p>e) 80.00% to 89.99% = 40% of QP per link</p> <p>d) if the link is not available for 80% or less in a quarter, the link will be considered as unavailable and the payment for the said link will not be considered in the QP.</p>

Note: Successful Bidder shall be paid Quarterly Payment (QP) as per the services provided to TENDERER. The penalty, if any, will be recovered against the payment invoice submitted by the selected agency. Availability will be calculated on a Quarterly basis. There will be no maximum capping for penalty.

- 3) If the TENDERER 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 Successful Bidder is not able to adhere to the schedule for completing the Acceptance Tests. Delay solely on account of above will not be included while ascertaining actual delay.

31. APPROVALS/CLEARANCES

- 1) Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the Successful bidder.
- 2) Necessary approvals/ clearances from concerned authorities, as required, for fire protection, government duties / taxes/ Octroi are to be obtained by the Successful bidder.
- 3) Necessary approvals / clearances, from concerned authorities for "Right of way, as required, are to be obtained by the Successful bidder for laying their own cables to meet system requirements.
- 4) Necessary approvals/ clearances from DoT/ TEC/ TRAI/ Concerned authorities/ any service provider, for establishing the network and connecting different Network elements/ any service provider's circuits, shall be obtained by the Successful bidder.

32. PROJECT IMPLEMENTATION

- 1) Third party auditor will be for the Project and all acceptance and monitoring of work will be undertaken by them. All Invoices, Vouchers, Bills for supplied services by the Successful bidder under the scope of the work will be verified measured and accepted by the TPA, for release of payment.
- 2) As part of implementation, the successful bidder shall will have to submit a detailed Implementation plan. The successful bidder will implement the project strictly as per the plan approved by TENDERER
- 3) The successful bidder shall arrange to obtain all statutory and regulatory permission (If any) at no cost to the Government of Gujarat.
- 4) The successful bidder may have to work during Holidays and Sundays, according to the

urgency of work. The successful bidder will obtain such permission on his own in consultation with the User Department/TENDERER. It will be the responsibility of the Successful bidder to co-ordinate with all other agencies of Government of Gujarat in order to obtain No Objection Certificate required to execute the job, However the TENDERER may assist the successful bidder in obtaining such clearance.

- 5) The Successful bidder shall not disturb or damage the existing network of communication. If in case any damage to the network is done, the same shall be corrected with no extra cost. The successful bidder will also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.
- 6) Successful bidder shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from TENDERER.
- 7) Any damage caused to the property of Government of Gujarat while executing the job shall be solely Successful bidder 's responsibility. In case any damage to the property is caused, the same will be recovered from the Successful bidder.

33. THIRD PARTY AGENCY

The TENDERER may appoint/designate a Third Party for IT Infrastructure projects, which would monitor the project during implementation, commissioning and operation. The Third Party will also conduct required Final Acceptance Test as per the technical requirement of the Agreement and will issue the Certificate of Completion of the proposed Site(s). Third Party Agency will verify the services provided by the successful bidder under the agreement. The successful bidder will have to co-operate with such Third Party agency or its representatives during the entire contract duration.

34. FRAUDULENT AND CORRUPT PRACTICES

- 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 TENDERER of the benefits of free and open competition.
- 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.
- 3) TENDERER will reject a proposal for award and may forfeit the EMD and/or Performance Bank Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

35. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 1) TENDERER will have exclusive right to use the application software, its upgraded versions (as customized and upgraded from time to time).
- 2) No software or services covered by the contract shall be developed or done by the company in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or Similar right, or of any charge, mortgage or lien. Vendor will indemnify TENDERER for all such correspondence.

SECTION: V

PRICE BID

PRICE BID

	Base Price for Point-to-point RF link	
Aerial Distance	Capex	Opex/year
up to 2km	50000	20000
2-5km	60000	20000
5-10km	75000	20000
10-30km	100000	20000
Uniform % Discount Rate/Premium offered for all line item's (Capex + Opex) ->		

Note:

- 1) Point-to-point RF link will comprise of supply, installation and maintenance of radios at both (base and remote location) along with erection structure, necessary accessories, antennas, active & passive cabling, etc.
- 2) The above-mentioned line items should comply to Technical specifications and Scope of work including all applicable Licenses, Cables and Accessories, Installation, Commissioning and Configuration with 5 Year Warranty and onsite Support.
- 3) The Aerial Distance mentioned above is for bid evaluation purpose only. Order will be placed as per actual requirement.
- 4) The above-mentioned rates are exclusive to taxes and shall be paid as per actuals.
- 5) L1 will be decided based on the lowest cost to the TENDERER i.e. qualified bidder with highest Uniform Discounting rate in each schedule for all line items (w/o taxes).
- 6) The quoted price will be treated as a rate contract and the prices shall be valid for a period of three years.
- 7) Non-acceptance of above condition(s) or conditional bid shall be rejected.

SECTION-VI

ANNEXURES

&

FORMATS

Annexure I– Proposal Covering Letter

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

Tender Ref No:

To

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

Dear Sir,

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

1. All information provided in this proposal and in the attachments, is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the items (including services) as per the price bid format Section-VII as mentioned in the RFP.
5. We the Bidder are not under a declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. We have an office in the state and relevant documents for the same are attached. We undertake that if the local presence is not there in the state, that we shall establish an office in the state capital at Gandhinagar, within one month of the award of contract.
7. Gujarat Informatics Limited may contact the following person for further Information regarding this tender: -

- a. Name & Designation:
- b. Full address of office
- c. Email ID & Contact No.

8. We are uploading our Response to the RFP (Eligibility, technical and financial bid documents) as per the instructions set out in this RFP.

Yours Sincerely,

(Signature)

Name & Designation of Authorized Signatory:

Date:

Name of the bidder:

Annexure II: Format for Power of Attorney

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

Dated:

POWER OF ATTORNEY

To Whomsoever It May Concern

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

For -----

(Signature)

(Name, Title and Address)

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

(Name, Title and Address of the Attorney)

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

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

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

To

DGM (Tech)

Gujarat Informatics Ltd

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

Sector-11, Gandhinagar

Tender Ref No:

Subject: "Rate Contract for selection of Agency for Supply, Installation, Commissioning, Testing and O&M of RF connectivity on Service/Rental model for Last Mile connectivity of GSWAN."

Dear Sir,

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

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

I / We hereby commit & confirm the following:

a) The duration of the service support will be for a period of five years from the date of supply of equipment.

b) The service support will be provided onsite and will not be charged extra.

c) The equipment (s) quoted for this bid will not be declared End-of-Support for next 7 years and will not be end of production for next one year from the date of bid submission.

d) The service support will be comprehensive hence no extra charge is to be paid for any Hardware failure.

Signature

Name

Designation

Annexure IV- Bank Guarantee format for Earnest Money Deposit

To

Dated:

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

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

THE CONDITIONS of this obligation are:

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

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

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

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

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

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

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &

Its official Address with seal

Approved Bank: Any Nationalized Bank operating in India having branch at Ahmedabad/
Gandhinagar

Annexure-V- PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To,

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

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as the Agreement for "**Rate Contract for selection of Agency for Supply, Installation, Commissioning, Testing and O&M of RF connectivity on Service/Rental model for Last Mile connectivity of GSWAN**", for the Department of Science and Technology, Government of Gujarat / M/s Gujarat Informatics Limited ("TENDERER")

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 Urban Development and Urban Housing Department, Government of Gujarat /Gujarat Informatics Limited ("TENDERER") 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 TENDERER under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards TENDERER 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 TENDERER in that behalf and without delay/demur or set off, pay to TENDERER any and all sums demanded by TENDERER under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from TENDERER 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 be mutually decided by the bidder and TENDERER.

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 TENDERER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and not withstanding any security or other guarantee that TENDERER 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 TENDERER or any other indulgence shown by TENDERER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
6. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of,2017

Witness

(Signature)

(Name)

(Official Address)

Dated:

(Signature)

Bank Rubber Stamp
(Name)

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

Annexure VI- Financial Details of the Bidder

Turnover (In Crore)			Net Worth (In Crore)		
2014 – 2015	2015 – 2016	2016 – 2017	2014 – 2015	2015 – 2016	2016 – 2017

Note:

1. Upload the audited financial statement/ audited annual report of the last three financial years.
2. Annual financial turnover during the last three years is Rs.____ Crore against IT/ITes. Bidder shall upload a certificate from the statutory auditors/CA.
3. Bidder should have a positive Net worth. In this regard bidder, should upload a certificate from the statutory auditors.

Name:

Designation:

Signature of the Authorized Signatory (with seal):

ANNEXURE VII: COMPLIANCE STATEMENT

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

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

Name:

Designation:

Signature of the Authorized Signatory (with seal):

ANNEXURE IX: LETTER FOR NOT BEING BLACKLISTED

To,

DGM (Tech)

Gujarat Informatics Ltd

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

Sector-11, Gandhinagar

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No _____] regarding **“Rate Contract for selection of Agency for Supply, Installation, Commissioning, Testing and O&M of RF connectivity on Service/Rental model for Last Mile connectivity of GSWAN”** 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/Company Secretary/Authorized Signatory and am therefore, competent in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name & Designation

Seal

DIN/Membership No.

Date:

Business Address: