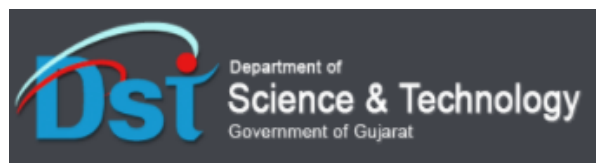




Revised Bid Document Dated 12.07.2017

Request for proposal (RFP) for Selection of Service Provider for Providing Wi-Fi services on Service/Rental Model Including (Design, Built, and Operations & Management) for State-wide Public Wi-Fi Hotspot's under Gujarat State Urban Area Network (GSUAN)

RFP NO.: GIL\DST\Urban WiFi\2017-18 dated 14.06.2017



Issued by:



Gujarat Informatics Ltd

Block no. 1, 8th Floor, Udyog Bhavan, Sector-11, Gandhinagar-382010, Gujarat
Phone No. 079 23256022, 23259239 Fax: 079 23238925; www.gil.gujarat.gov.in

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 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

Important Dates

Request for proposal (RFP) for Selection of Service Provider for Providing Wi-Fi services on Service/Rental Model Including (Design, Built, and Operations & Management) for State-wide Public Wi-Fi Hotspot's under Gujarat State Urban Area Network (GSUAN)		
1	Contract Period	5 Years
2	Pre-Bid Meeting	22.06.2017 at 1500 hours (Concluded) Gujarat Informatics Limited, Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar-382010
3	Bid Due date	26.07.2017 up to 1500 hours
4	Date of Opening of Un-priced bid	26.07.2017 at 1700 hours
5	Date & Time of opening of Technical & Commercial stage	Will be intimated to the qualified bidders at a later date.
6	Venue of opening of Technical & Commercial Bid/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. 70,00,000/- (Rupees Seventy Lacs Only)
9	GIL Contact person	DGM (Tech), GIL

1.1 INFORMATION REGARDING THE RFP

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

- Bidder shall upload their bids on <https://www.gil.nprocure.com>.
- The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office.
- Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
- In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office, the due date for submission of bids and opening of bids will be the next working day at the appointed time.
- Services offered should be strictly as per requirements mentioned in this Bid document.
- Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, TENDERER/GIL reserve the right to revised financial offer.
- The bid submitted should be valid for a period of 180 days.
- The duration of the Contract period for this activity will be of 5 years.

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

Section – I	Key Information & Instructions
Section – II	Introduction and Project Description
Section – III	Eligibility Criteria
Section –IV	Scope of Project
Section – V	Instruction to Bidders
Section – VI	Price Bid
Section - VII	Formats and Annexures

1.2 INSTRUCTION TO THE BIDDERS FOR ONLINE BID SUBMISSION:

- Tender documents are available only in electronic format which Bidders can download free of cost from the website www.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> such bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can Sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- Interested and eligible Bidders are required to upload the eligibility related document in eligibility bid section, Technical related document in Technical bid section & Commercial Bid in Commercial bid section. The Bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this Bid Document. The Technical & Commercial Bid must be uploaded to <https://gil.nprocure.com> & the Bid Security and bid processing fees must be delivered to the office of Gujarat Informatics Ltd on or before the last date and time of submission of the bid.
- The eligibility section and the Bid Security & bid processing fees section will be opened on the specified date & time in presence of the Bidders or their authorized representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday for the office of Gujarat Informatics Ltd the due date for submission and opening of bids will be the following working day at the scheduled times.
- In case of any clarifications required, please contact DGM (Tech), GIL in writing 5 days before the Pre-Bid meeting date.
- Please specify RFP Number in all your correspondence.
- Please address all queries and correspondence to:
- DGM (Tech.)
Gujarat Informatics Limited,
8th Floor, Block No.1, Udyog Bhavan,
Gandhinagar 382010,
Phone No.: 079 - 232 59239
E-mail: viveku@gujarat.gov.in, vijayb@gujarat.gov.in

1.3 Abbreviations

Abbreviation	Description
AT	Acceptance Testing
AP	Access Point
BoQ/BoM	Bill of Quantity/Material
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
GSUAN	Gujarat State Urban Area Network
GSWAN	Gujarat State Wide Area Network
ICT	Information Communication and Technology
IP	Internet Protocol
LoI	Letter of Intent
NOC	Network Operations Center
NMS	Network Monitoring System
O&M	Operations and Maintenance
PBG	Performance Bank Guarantee
PoE	Power Over Ethernet
SI	System Integrator
SOP	Standard Operating Procedure
SoW	Scope of Work

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

- 1) “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.
- 2) “Authorized Representative” shall mean any person/ authorized by either of the parties.
- 3) “Bidder” means any ISP who has an experience to establish, maintain & operate wireless access points /networks as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom the TENDERER Signs the Service Level Agreement for executing the said project.
- 4) “Contract” is used synonymously with Agreement.
- 5) “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.
- 6) “Days” means calendar days in a week, month or year.
- 7) “Default Notice” means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- 8) “Final Acceptance Test (FAT)” means the acceptance testing of the network End Points/ Access Points commissioned for the project at all/specified locations.

- 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 TENDERER/GIL 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) "Implementation Period" shall mean the period from the date of Formal Work order and up to the issuance of Final Acceptance Test.
- 12) "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.
- 13) "NOC" means the overall centralized location of the bidder for managing the operations and management of the project
- 14) "O&M Period" means period of 5 years starting with the successful, installation and commissioning and FAT of the project components. The date of start of O&M shall start from the date of successful FAT of the equipment at all the site locations.
- 15) "Request for Proposal", means the detailed notification seeking a set of solutions(s), services(s), materials and/or any combination of them.
- 16) "Site" means the location(s) for which the Contract will be Signed and where the service shall be provided as per agreement.
- 17) "SDC" means State Data Center located at Gandhinagar, Gujarat.
- 18) "Service" means provision of Contracted service viz., operation, maintenance and associated services for this project.
- 19) "Service Down Time" (SDT) means the time period when specified services/network segments with specified technical and operational requirements as mentioned in this document are not available to TENDERER. The service shall be operational on all days of a year and 24-hours/ day with in the uptime specified in the Service Level Agreement (SLA). The service is considered as operational when all centers/ Sites at all tiers/ levels are working, providing all/ specified services as mentioned in full capacity at all locations in the network.
- 20) "TENDERER" here shall mean "Department of Science and Technology, Government of Gujarat or its subsidiary company "M/s Gujarat Informatics limited"
- 21) "Third Party/ Third party Agency" means any, if/as appointed by the TENDERER for monitoring the project components at all times.
- 22) "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
- 23) "Uptime" means the time period when specified services are available to 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.
- 24) "% Uptime" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.

SECTION-II

INRODUCTION

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PROJECT DESCRIPTION

2.1 Introduction

The Gujarat Informatics Limited (GIL), on behalf of Department of Science and Technology, Government of Gujarat, is issuing this **“Request for proposal (RFP) for Selection of Service Provider for Providing Wi-Fi services on Service/Rental Model Including (Design, Built, and Operations & Management) for State-wide Public Wi-Fi Hotspot’s under Gujarat State Urban Area Network (GSUAN)”**, across the state of Gujarat. The Wi-Fi hotspots are aimed at providing the Internet access to citizens at public places. Once fully deployed, the Project will serve more than 3 lakh concurrent users.

The main objective of the project is to establish and provide Public Internet Access infrastructure to its citizens, Tourists, students and empower them as netizens by providing reliable and convenient Internet Wi-Fi connectivity at cities.

In addition to the above this project will help to enable and spread the following:

- Internet access facility
- Education and Digital Literacy
- Quick Access to Information
- Awareness and the information exchange digitally
- Convergence and utilization of the Government Services to its Citizens

2.2 Project Description:

The project requires, setting up of Wi-Fi infrastructure at locations such as **City Bus Stand/Depot, Nagarpalika, Mamlatdar Office, TDO office, District Head Quarter, District/Taluka Court, District/Taluka Library, Civil Hospital** etc. through deployment of wireless Access Point’s for providing internet access. The project shall Initially cover 67 cities of the State and approximately 5 to 7 public Wi-Fi Hotspot’s in each city.

The project shall be based on the service model wherein the bidder will have to provide Wi-Fi Services through such Hotspots which shall include all required Hardware, software and internet bandwidth.

To monitor the services the TENDERER will appoint a Third-party agency which shall monitor the day to day operations of the project, to enable the same, the bidder will have to provide the access to its NMS with admin rights at the State Data Center to monitor, check and generate various MIS reports like quantum of traffic, Bandwidth availability & utilization etc.

SECTION-III

ELIGIBILITY CRITERIA

3.1 Eligibility Criteria:

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

S/n	Specific Requirements	Documents Required
1.	The Bidder and in case of consortium all the partners of consortium should be a company registered in India under companies Act 1956/2013, registered with the Service/sales Tax Authorities and operating for the last Three years as of 31st March 2017	Certificates of incorporation AND Self - Declaration Certificates and copies of required certificates
2.	<p><u>Turn Over and Experience Criteria:</u></p> <p><u>1.) In case of Single Bidder: The Bidder should meet the below mentioned criteria's:</u></p> <p>a) Should be a Gujarat ISP License Holder valid for the contract duration.</p> <p>b) Average Annual Sales turnover should be at least Rs. 100 Crore during the last three financial years as on 31st March 17. <i>In case, if the bidder is a wholly owned subsidiary/ Subsidiary Company wherein parent company having at least 75% stake, the Turnover of parent company would be considered for the eligibility.</i></p> <p>c) Should have demonstrable experience & expertise in setting-up and O&M of Wi-Fi Hotspot in having at least 250 Access points in one order or 1000 Access Points in multiple orders during the last three years as on the bid submission date.</p> <p><u>2.) In case of Consortium:</u> Consortium of Maximum two parties allowed (lead bidder + 1). In which either lead bidder or other partner should be an ISP licence holder valid for state of Gujarat. The Consortium of companies should meet the below mentioned criteria's:</p> <p><u>i. ISP Partner:</u></p> <p>a) Should be a Gujarat ISP License Holder valid for the contract duration.</p> <p>b) Average Annual Sales turnover should be at least Rs. 70 Crore during the last three financial years as on 31st March 17. <i>In case if the bidder is a wholly owned subsidiary/ Subsidiary Company wherein parent company having at least 75% stake, the Turnover of parent company would be considered for the eligibility.</i></p> <p><u>ii. Other Partner:</u></p> <p>a) Average Annual Sales turnover should be at least Rs. 30 Crore from ICT services during the last three financial years as on 31st March 17.</p> <p>b) Should have demonstrable experience & expertise in setting-up and O&M of Wi-Fi Hotspot in having at least 250 Access points in one order or 1000 Access Points in multiple orders during the last three years as on the bid submission date.</p>	<p>Copy of the Following Documents:</p> <p>1.) Copy of valid Gujarat ISP Licenses</p> <p>2.) Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. In Case of Unaudited Balance sheet for the Financial year 16-17, provisional CA certificate is allowed.</p> <p>AND</p> <p>Certificate from the statutory auditor/ CA to be enclosed</p> <p>3.) Work Orders/ Client Certificates confirming year and area of activity with no. of AP's should be Enclosed.</p> <p>4.) In case of a consortium, the agreement between the two parties clearly mentioning the roles and responsibilities to be fulfilled under the agreement to be provided</p>

3.	The bidder/ lead bidder must have positive net worth and should be Profit making in any of the last three financial years as on 31 st 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 the Financial year 16-17, provisional CA certificate is allowed. and CA certificate mentioning net profit should be enclosed.
4.	OEMs of proposed wireless Access Points should be from the latest available Gartner's Magic Quadrant for wired and wireless LAN for 2016.	Undertaking & copies of supporting documents from the Bidder confirming the compliance along with the OEM authorization.
5.	Bidder/lead 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 by an authorized Signatory with Signature and stamp
6.	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

Note:

- 1) Consortium of Maximum two members i.e. Lead bidder + one partner is allowed.
- 2) The Lead bidder in case of a consortium shall be the responsible for the discharge of entire contractual obligation like design, deployment, setting-up and O&M of the Wi-Fi services as per the Terms and Conditions laid Out in this RFP.
- 3) 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.
- 4) The bidder should submit authorization certificate/MAF of Original Equipment Manufacturer (OEM) specific to the bid.
- 5) All the proposed equipment should not be declared End-of-Support by the OEMs for next 7 years and should not be end of production for next one year from the date of bid submission.
- 6) Data centre/NOC where the central infrastructure will be hosted for providing Wi-Fi services should be geographically situated/located in the territory of India.

SECTION-IV

SCOPE OF WORK

4.1. Scope of Work

Department of Science & Technology, Government of Gujarat intends to create a state of art GSUAN for providing free internet to the citizens of Gujarat by setting up of public Wi-Fi Hotspots spread across multiple cities in the state of Gujarat. Proposals are sought from eligible bidder for providing Wi-Fi services on Service/Rental Model Including (Supply, Installation, Commissioning and Operations & Management) for State-wide Public Wi-Fi Hotspot's.

The scope of work broadly covers the followings:

- 1) Bidder is responsible for providing end- to -end solution for setting-up (required Hardware at central & edge locations, software, Internet Bandwidth, SMS & payment gateway) and O&M of Wi-Fi hotspots at multiple cities across the state.
- 2) **Design parameters of the Proposed solution:**
 - i. The main scope will be to design a State-Wide Wi-Fi Infrastructure across multiple cities with a single SSID
 - ii. The Wi-Fi infrastructure shall include multiple zones/hotspots in every city. Approximately 5-7 zones/hotspots and each Hotspot shall contain 2-8 **outdoor Access points** at the locations specified in **Annexure A** of this document.
 - iii. It is envisaged that the Hotspot's created shall provide seamless coverage within its range and provide seamless transition within the Hotspot as well as between different Hotspot of the proposed Wi-Fi Infrastructure.
 - iv. The Authentication periodicity of the Internet users should be configurable based on policy such as time duration, no. of days etc.
 - v. The bidder will have the flexibility to provide internet bandwidth at zone/City level
- 3) The bidder will have to install the Access Points at suitable location to receive the maximum coverage of the Hotspot. However, in case of feasibility problem AP's **(Outdoor)** should be mounted on a pole of having outer height of Min 5 ft. over the roof or wall as per site requirement. Further, bidder is responsible for supply, installation, commissioning and maintenance of such mounting structure for AP's like Pole (as per requirement) along with required clamp, cable (Active & Passive) and accessories at each site/location.
- 4) The proposed solution should allow the TENDERER to have the user management and monitoring rights for the Wi-Fi network created for the project.
- 5) **The access to the User Management/Monitoring Module** for the TENDERER or its authorised agency should be given as a part of the solution and should support features such as Dash board, SLA Monitoring, MIS Reports, User authentication through OTP (One Time Password) on mobile no. and email.
- 6) Initially, the plan is to provide internet access free of cost to the end users, however in future, the TENDERER may decide to charge beyond the capped usage limit, therefore the proposed solution should be capable to allow users to buy in the extras usage access.
- 7) The bidder will be responsible for end to end process and operations of Wi-Fi services including SMS and payment Gateway and other associated services. The bidder will also have to provide a centralized billing mechanism based on the Wi-Fi usage under this project.
- 8) **Logs of Wi-Fi usage:**
 - i. The Bidder shall be further responsible for keeping log of Wi-Fi services to be utilized by the end users such as IP details, URL Visited, time stamp/time details, End User Authentication, Mobile No. MAC & IP addresses, access time, duration, data consumed, etc. to meet the compliance with all Regulatory and Legal guidelines issued by Department of Telecommunications/TRAI from time to time.
 - ii. The TENDERER may at any time ask the bidder to provide logs from the storage and maximum log retrieval time allowed is **8 hours**.

- iii. The bidder is free to maintain the logs at the state/district/regional level, however the same has to be fetched and provided to the TENDERER on a single platform.
- 9) **The Web & Mobile App based user access Portal (Captive Portal) Solution should have the following functionality:**
 - a) User registration through captive portal and mobile application.
 - b) The Web/WAP page should support various handheld devices such as Smart Phone, Tablets etc.
 - c) For logging into the AP at client end, the bidder will make a mobile app (Android, ios, windows platform) to allow signing into the network through mobile app.
 - d) It should allow customization like branding, Publication of information, payment options, user manual & FAQ etc. on captive portal/Mobile App throughout the contract period.
- 10) The solutions should be capable to categorise the users, as and when required by the TENDERER.
- 11) The proposed solution should be capable of generating various MIS reports on a dashboard in graphical/ pictorial representation such as:
 - i. No. of Users with details: IP details, MAC ID, Access Point, Channel Wise etc.
 - ii. Internet Usage: User wise/ Access Point/ Location wise etc.
 - iii. Total Bandwidth Available on each AP/Hotspot and its Usage
 - iv. All Reports related to SLA & project Monitoring.
 - v. Change management reports: Configuration, firmware, patches, upgrades etc.
 - vi. Data usage and billing details
 - vii. Geography based grouping of all the reports i.e. Per Hotspot, Per City, Per Zone, Per District, Per Cluster, State etc.
 - viii. Any other reports that may be required from time to time
- 12) Proposed wireless solution is intended to provide 24x7 wireless Internet access at all Site(s).
- 13) The Raw electricity shall be provided by the TENDERER at all the prescribed Site/locations. However, it will be the bidder's responsibility to provide and install a meter/ sub meter at all such locations and extend the electrical power at each Site/locations as per the actual requirement.
- 14) TENDERER will reimburse the one-time charges paid by the bidder for installation of electricity Meters at the site/locations **in the name of GIL**. However, any type of security deposit paid by the bidder will not be reimbursed by the TENDERER. Bidder is also responsible for payment of recurring charges to the GEB/electricity provider based on the actual power consumption at each site/location, **this will be reimbursed by the TENDERER as per actuals on submission of the receipt of the payment made.**
- 15) The TENDERER is also in the process of getting in to an arrangement with the Electricity Department for paying recurring electricity charges on lumpsum/subsidized rates for providing such citizen centric services at free of cost. Upon successful arrangement of the same TENDERER will inform the same to the bidder and bidders needs to deposit the actual charges with TENDERER and TENDERER will in turn pay it to the electricity department on agreed terms.
- 16) **The bidder is also responsible to ensure that the device is protected against any electrical surge/spikes. In order to achieve the same bidder may install surge protector, have earthing, etc. if required.**
- 17) **Internet Bandwidth Provisioning:**
 - i. Internet bandwidth is to be provided as per the Annexure A of this RFP
 - ii. The solution must be designed by the bidder in such a way that the user gets download internet speed of at **least thrice** than the Upload Speed.
 - iii. The bandwidth provided in annexure refers to the download bandwidth.
 - iv. **Last Mile:** The internet Bandwidth has to be provided on fibre only, however, the bidder is allowed to provide Last mile connectivity on RF at locations having 2 or 3 Access Points. Further bidder is required to provide all last mile equipment (Radio, Pole, antenna, active & passive cabling etc.) at all such locations

- v. The Third-party agency appointed by the TENDERER will randomly check the availability of the required bandwidth at any of the hotspot, in case if it is found to be less than the ordered bandwidth more than 3 times in any Quarter, the TENDERER may terminate the contract and forfeit the PBG.
- 18) 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.
- 19) The number of Site/locations mentioned in this RFP may increase during the duration of the project, therefore for the future orders, the bidder may supply Access Points of any make and model from the OEM featured in Gartner Magic Quadrant for wired and wireless LAN, 2016 complying to the technical specification of the RFP at the discovered prices only. The Bidder shall adhere to all the technical as well as commercial terms irrespective of the location of the Site.
- 20) The Bidder will have to carry out an initial assessment of the site locations. The tentative list of locations is mentioned in **Annexure A**.
- 21) **Wi-Fi Zone Signage's**: The bidder will also have to provide and install and maintain Wi-Fi Hotspot/Zone Signage/Banner at each AP/Hotspot as the case may be confirming minimum specifications mentioned below:
- a) The sign board material should be made of Sun Board with UV printing on both sides (as the case may be) for greater visibility
 - b) The Size should be a minimum of 2 Ft (L) x 1 Ft (B) or bigger for clearly informing public of the existence of Wi-Fi Hotspot/Zones.
 - c) Min of 2 Nos. of such Sign Board/Banners has to be installed per Access Point and not less than 4 Nos. of such signboards/banners per hotspot/zones, However the bidder will have to consider the sizing ensuring complete coverage of the Hotspot/zone area.
 - d) The Content to be printed on the banner/sign Board shall approved by the TENDERER.
- 22) **Help Desk Support**:
- a) The TENDERER will provide centralized Helpdesk for assistance or registration of user complaints through various medium like Voice Call/SMS/Email of ticket generation system. Bidder is responsible for coordination with the Helpdesk operator for early resolution of the complaints/request booked at the centralized helpdesk provided by the TENDERER.
 - b) On ticket generation at the centralised helpdesk, the calls pertaining to the Wi-Fi infrastructure created under this RFP will be allotted to the bidder for further resolutions of the complaints booked.
 - c) After rectifying the said compliant, bidder is required to update the resolution/call-closure on the centralized helpdesk and the confirmation for the rectification shall be done on visibility in the deployed NMS.
 - d) The bidder will further have to provide and publish a trouble shooting guide and necessary training for the existing Helpdesk Operators to provide L1 level support to the end user.

4.2. Functional/ Technical Requirement:

Below mentioned are minimum required functional and technical requirement of the Key components of the proposed solution.

4.2.1 Access Point:

- a) Access point shall allow wireless access through various types of devices like smart phones, laptops, tablets, desktops etc.
- b) **Every Access point should support:**
 - i. Should support IEEE 802.11 ac standard with dual radio 2.4 Ghz and 5 Ghz
 - ii. Minimum data transfer rate of 150 Mbps

- iii. Minimum 70 Meters radial coverage for Outdoor Access Point
- iv. Minimum 40 concurrent users @ each radio
- v. Should support min 4 SSID
- vi. Should provide seamless roaming within the network
- vii. Interference detection and avoidance for both Wi-Fi and non-Wi-Fi interferes
- viii. Should also allow Signal rejection for 3G/LTE/WiMAX in a co-Located environment
- ix. Operating ambient temperature for Outdoor AP should be 0° to 55°C
- c) The Outdoor Access point shall be IP56 or better rated for dust and water Ingress protection.
- d) The Outdoor AP should provide Omni directional antenna as required.

4.2.2 Features of the Wi-Fi Solution:

- a) Bidder has to provide functionalities of all the components like WLAN Controller, Authentication, Authorization and Accounting (AAA), RADIUS, SMS Gateway, Payment Gateway, Captive Portal, customization and branding of services.
- b) The proposed solution should be able to manage the access points installed during the contract period and its concurrent users, with the subsequent expansion plan and coverage of the Wi-Fi Hotspot, the system should be able to cater to the increased no. of AP's and users accordingly.
- c) The successful bidder will have to ensure seamless integration of its AAA platform with the supplied Access points. The user Authentication should be done through SMS based OTP sent to the user's mobile number and email. SMS push to the telecom service provider should happen in less than 5 seconds.
- d) The solution should have an integrated security capabilities such as content filtering, blocking of malicious attacks, etc. to provide security to the overall network infrastructure.
- e) Solution should allow policy level blocking i.e. initial policies to begin with should be to block pornography, torrents, pirated, poker/casino related website and contents.

4.3. Roles & Responsibilities:

S/N	Stakeholders	Roles and Responsibilities
1	Successful Bidder	<ul style="list-style-type: none"> End-to-End creation of Wi-Fi Infrastructure Design, Supply, Installation, testing, Commissioning and O&M of the proposed solution Detailed Survey/feasibility study report Provisioning of Internet Bandwidth at all the Hotspots Provisioning of required and necessary manpower for the successful running of the project Obtain necessary clearances/ approvals from appropriate authorities Provisioning of WLAN Controller, User management system, SMS and Payment Gateway and other required infrastructure Adherence to the regulatory requirements like keeping log of end user of Wi-Fi services Adherence and compliance to the defined SLA, Submission of MIS reports Providing dashboard for the network monitoring and real-time status of the project Timely Payment of the recurring power/electricity charges consumed for the project.
2	TENDERER	<ul style="list-style-type: none"> To provide the requisite access permission, space and raw power to the Bidder for installation of equipment's at site location's. Approval of feasibility study report for implementation of Wi-Fi infrastructure Payment to successful bidder as per the payment schedule

		<ul style="list-style-type: none"> To help and coordinate with the Successful Bidder to obtain necessary clearances/approvals from appropriate authorities
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4.4. Deliverables:

4.4.1 Wi-Fi Infrastructure:

- The bidder shall provide and end-to-end solution including Design, built, operate and maintain all Infrastructure related to the provisioning of the Wi-Fi services under the project.
- The TENDERER shall not pay any extra cost for any other component/service required for successful running of the proposed solution other than the those mentioned in the Price Bid.
- The Overall Ownership of the field assets (Access Point's, Switch, Router, UPS etc.) shall remain with the TENDERER even after the project completion.
- In case of default/un-timely exit, the TENDERER may appoint/bring onboard another agency for the successful completion of the project.

4.4.2 Standards and policies:

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

4.4.3 Testing & Commissioning:

i.) FAT of Hardware/Software installed:

- FAT of Hardware/Software like Access point installed at various locations will be deemed commissioned on discovery of the Access point in the NMS along will all other last mile devices.
- Further, Successful bidder in coordination with the TPA and representatives from the TENDERER/GIL is required to conduct following test on minimum 10% of the total locations to verify the health of the installed Wi-Fi infrastructure:
 - ⇒ **Signal Strength**, file-transfer rate, and network authentication: As per the TEC standards, these should be conducted by the TPA or any other representatives authorized by TENDERER/GIL
 - ⇒ **SSID**: The SSIDs configured should be discoverable by any 802.11n/ac wireless enabled device.
 - ⇒ **Download Speed**: TPA or any other authorized representative should conduct a file download test from any device to verify the effective bandwidth/throughput.
- The successful bidder shall be responsible for obtaining installation and commissioning certificate (Sign-off) on completion of the work as per the scope of work.
- The Successful bidder shall be responsible for rectification of discrepancies identified by the TPA/any other authorised representative while conducting FAT. Further on rectification of all the discrepancies identified during the FAT will be re-conducted or if agreed FAT will be signed.
- Documentation: The Successful Bidder shall provide technical documentation with equipment Installed.

ii.) Security:

- The entire Wi-Fi network should be fully secure, data communication between devices should take place in encrypted form through multiple authentication mechanisms such as WPA should be implemented by the successful bidder.

- b) The successful bidder has to ensure compliance with all Regulatory and Legal guidelines issued by Department of Telecommunications/TRAI from time to time.
- c) **Logs:** compliance of authentication, usage, URL's visited or any other compliance that may be required as per the guideline of TRAI/DoT.

4.5. Operations and Maintenance:

4.5.1 Operations and Monitoring of the Project Infrastructure:

- a) 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.
- b) It shall be the responsibility of the Successful Bidder to ensure that all software/firmware etc. should be updated for patches/release etc. periodically.
- c) Bidder is also responsible for periodically security testing of the network to ensure any malware/unauthorized traffic flow from the network. The Report for the same has to be submitted to the TENDERER on half yearly basis.
- d) **NMS for Performance Reporting**
 - i. The Successful bidder shall operate and maintain a Network Management System (NMS) and SLA and Performance Monitoring System for the complete Wi-Fi Network. The Access to the NMS has to be provided to the TENDERER with full admin Rights for monitoring of the Wi-Fi Infrastructure
 - ii. The NMS system shall be configured to automatically discover all manageable elements through IP/SNMP at regular intervals in order to determine their status and working
 - iii. **System generated Reports by NMS:**
 - o Network Device Performance Report.
 - o New Location Connectivity Report
 - o Location wise Asset Report
 - o Network and Bandwidth Utilization Report (s)
 - o Successful bidder would generate and provide Reports as stated above periodically. Bidder shall also be under obligation to provide any other reports as asked by the TENDERER or its user departments.

4.5.3 Manpower Requirement:

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

S/N	Designation	Nos	Locations	Educational Qualification	Professional Qualification
1	Project Manager	1	GSDC Gandhinagar	BE/ B. Tech (EC/CS/IT) / MCA/MBA	Minimum 8-10 years of experience with handling and managing Large scale WAN/MAN/Wi-Fi Project having Min 50 multiple locations as a project Manager
2	Network Cum Operation Manager	1	GSDC Gandhinagar	BE/ B. Tech (EC/CS/IT) / MCA	Minimum 5 years of experience with handling operations and managing Large scale WAN/MAN/Wi-Fi Project
3	Call Center Coordinator	1	Helpdesk Gandhinagar	Graduate (10+2+3)	Minimum 2 years of experience of helpdesk/call centre in client interaction and Liasioning and coordination's role

- a) The bidder has to ensure that appropriate qualified manpower with requisite skill sets is deputed at the locations defined in the above table. The bidder shall depute the resources as per the requirements for carrying out the O&M Activity and maintaining the SLA.

- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) During Expansion or addition of City’s for Setting up of Wi-Fi Hotspot services, the successful bidder will also have to scale/ increase the manpower required for the O& M of such additional sites
- h) Also, if any hotspot is created during the tenure of the project will remain in service till the expiry of the contract. For example any hotspot(s) implemented in the fourth year of the project tenure will continue to be in service till the completion of the fifth year.

4.5.3 Preventive Maintenance: The bidder shall also be responsible for the preventive maintenance and perform the below mentioned activities as a part of the regular preventive maintenance schedule:

- a) The bidder shall carry out Preventive Maintenance (PM), including cleaning, dusting and upkeep of interior and exterior, of all hardware and devices within every 6 months and should record such preventive maintenance activity carried out every time and appropriate report of the same should be submitted to TENDERER on regular basis.
- b) Check all connectors and fiber points for any damage/cuts etc., in case found faulty the same has to be repaired and replaced.
- c) The Wi-Fi Hotspot Signage’s/Banner are to be check for visibility and availability, in case not found suitable, the same has to be mandatorily replaced by the bidder.
- d) AP realignment on need basis for better coverage and service, the same has to be done as per the below mentioned conditions:
 - i. Within 50 meters – has to be done free of cost by the bidder.
 - ii. Beyond 50 meters- payment shall be done as per actuals for the shifting work excluding the LAN cabling which shall be paid as per the prices discovered under the LAN RC Tender by the TENDERER.

4.6. Implementation Timelines:

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

S/N	Deliverables	Timeline
1	<u>Kick-off Meeting:</u> (Submission of Detailed implementation plan/roadmap, Signing of contract agreement and submission of performance Bank Guarantee)	Within 07 Days from date of issuance of Lol/work order
2	<u>Installation, Commissioning and Go-Live of Cities</u> (Installation, commissioning and FAT of Edge/site location Infrastructure like Mounting structure, Access Points, Rack, Routers, Switches etc.)	1 st 20 cities within T+ 75 days Remaining cities within T+ 120 days

Note: T = Kick off meeting

Days = Calendar days

- b) It should be noted that delay in the project timelines shall attract appropriate Penalties as per the Penalty clause mentioned in this RFP document.
- c) Successful Bidder requires to submit Device-wise Configuration report stating IP Schema, Routing details etc. along with the installation reports.
- d) **Time line for additional work order, if any:** Bidder is responsible for commissioning of additional orders **within 60 calendar** days from the date of additional work order.

SECTION-V
INSTRUCTION TO BIDDERS

5.1 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 RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of 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 RFP supersedes and replaces any previous public documentation, communications, and Bidders should place no reliance on such communications. The TENDERER/ GIL may terminate the RFP process at any time and without assigning any reason. GIL make no commitments, express or implied, that this process will result in a business transaction with anyone.

5.2 COST OF BIDDING

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

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

5.3 BIDDING DOCUMENT

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.

5.4 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 382010. GIL/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.

5.5 AMENDMENT OF BIDDING DOCUMENTS

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

5.6 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

- 5.6.1 Bidder shall furnish, as part of the Bid, EMD (Refundable) for the amount of **Rs. 70,00,000/-** (Rupees Seventy 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 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.

- 5.6.2 EMD of all unsuccessful bidders would be refunded by GIL within 30 Days on selection of successful bidder.
- 5.6.3 The EMD of successful bidder would be returned upon successful submission of Performance Bank Guarantee as per the format provided in Annexure IV.
- 5.6.4 EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 5.6.5 The bid / proposal submitted without EMD and Bid Processing fee, mentioned above, will be summarily rejected.
- 5.6.6 The EMD may be forfeited, In case of a Bidder if:
 - i. The bidder withdraws its bid during the period of bid validity.
 - ii. The Bidder does not respond to requests for clarification of their Bid.
 - iii. The Bidder fails to co-operate in the Bid evaluation process.
 - iv. The bidder is found to be involved in fraudulent and corrupt practices
 - v. In case of successful bidder, the said bidder fails:
 - a) Fails to sign the agreement in time
 - b) Fails to submit performance bank guarantee

5.7 CONSORTIUM CLAUSE

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

5.8 LANGUAGE OF THE BID

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

5.9 LATE BIDS

- 5.9.1 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.
- 5.9.2 The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

5.10 SECTION COMPRISING THE BIDS

- 5.10.1 The quotation should be scan-able and distinct without any option stated in.
- 5.10.2 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:
- i. **BID SECURITY SECTION:** The bid security & bid processing fee (non-refundable) to be furnished to GIL office in the form of demand draft in favour of “Gujarat Informatics Ltd.” payable at Ahmedabad/Gandhinagar before opening of un-price bid. The details are required to be filled in this section.
 - ii. **ELIGIBILITY & TECHNICAL SECTION**
 - 1.) Financial Capabilities. (In the Prescribed Format Only: ANNEXURE VI)
 - 2.) Bidder’s Experience. (In the Prescribed Format Only: ANNEXURE VII)
 - 3.) Compliance Statement. (In the Prescribed Format Only: ANNEXURE VIII)
 - 4.) Proposed Technical Solution as per the Scope of Work with details of each component/Module
 - 5.) Proposed Technical Architecture for the project, with details of each project component
 - 6.) Detailed Write-up on the Approach & Methodology for implementing and maintenance of the project.
 - iii. **PRICE BID SECTION:** Priced bid (in the prescribed format only in Section VII)
- 5.10.3 Price shall be inclusive of all freight, forwarding, transit insurance and installation charges. Prices shall be inclusive of Excise Duties. The prices shall strictly be submitted in the given format. Quoted prices shall be without VAT. The tax (VAT) components as applicable shall be mentioned separately in the respective columns. Successful Bidder will have to supply/provide goods with an Invoice from a place located within State of Gujarat.
- 5.10.4 Prices shall be written **as percentage Premium/discount in figures**. 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.
- 5.10.5 Offered price should be exclusive of **GST as applicable**.

5.11 BID OPENING

- 5.11.1 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.
- 5.11.2 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.
- 5.11.3 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/GIL officer at his/her discretion, may consider appropriate, will be announced at the opening.
- 5.11.4 Immediately after the closing time, the TENDERER/GIL contact person shall open the Un-Priced Bids and list them for further evaluation.
- 5.11.5 Bids that are not opened at bid opening shall not be considered further for evaluation.]

5.12 BID VALIDITY

- 5.12.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by TENDERER/GIL. A Bid valid for a shorter period shall be rejected as non-responsive.

5.12.2 In exceptional circumstances, TENDERER/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.

5.13 CONTACTING TENDERER/GIL

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

5.14 REJECTION OF BIDS

TENDERER/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.

5.15 BID EVALUATION PROCESS

- 5.15.1 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.
- 5.15.2 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.

5.16 AWARD OF CONTRACT

- 5.16.1 **Award Criteria:** The Criteria for selection will be the L1 will be the lowest cost to TENDERER i.e. bidder with Highest Discounting rate of all line items without tax for the qualified bid. TENDERER/GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.
- 5.16.2 **Contract Period:** The contract will be valid for a period of 5 Years. TENDERER may consider extending the contract on completion of 5 years for further duration of 2 years based on the performance of the successful Bidder with **no upward revision in the prices**.
- 5.16.3 Prior to expiration of the period of Bid validity, TENDERER/GIL will notify the successful Bidders and issue Lol/Work Order.
- 5.16.4 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/GIL.
- 5.16.5 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.
- 5.16.6 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.
- 5.16.7 The TENDERER/GIL right to vary requirements at time of award: TENDERER/GIL reserves the right at the time of award to **decrease (max 10%)** or increase quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.

5.17 FORCE MAJEURE

- 5.17.1 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.
- 5.17.2 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.
- 5.17.3 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:
- 5.17.4 Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
- i. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - ii. Explosion or chemical contamination (other than resulting from an act of war);
 - iii. Epidemic such as plague;
 - iv. Any event or circumstance of a nature analogous to any of the foregoing.
- 5.17.5 **Other Events** ("Political Events") to the extent that they satisfy the foregoing requirements including:
- i. 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:
 - ii. 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;
 - iii. Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
 - iv. Any event or circumstance of a nature analogous to any of the foregoing.
- 5.17.6 **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:
- i. Unavailability, late delivery
 - ii. Delay in the performance of any contractor, sub-contractors or their agents;
- 5.17.7 **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.

5.18 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.

5.19 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.

5.20 REPRESENTATIONS AND WARRANTIES

5.20.1 Representations and Warranties by the Selected Agency:

- i. 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;
- ii. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof;
- iii. 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;
- iv. 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;
- v. 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);
- vi. 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;
- vii. No information given by the Successful Bidder in relation to the Agreement, project documents or any document comprising security contains any material miss- statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of TENDERER/GIL or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;
- viii. 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.

5.20.2 Representations and Warranties by TENDERER/GIL

- i. 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.

- ii. The Agreement has been duly authorized, executed and delivered by TENDERER/GIL and constitutes valid, legal and binding obligation of TENDERER/GIL.
- iii. 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/GIL, its assets or its administration.

5.21 RESOLUTION OF DISPUTES

- 5.21.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 5.21.2 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.
- 5.21.3 The place of the arbitration shall be Gandhinagar, Gujarat.
- 5.21.4 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 5.21.5 The proceedings of arbitration shall be in English language.
- 5.21.6 The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 5.21.7 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law

5.22 BOOKS & RECORDS

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

5.23 PERFORMANCE GUARANTEE

- 5.23.1 The Successful Bidder shall furnish Performance Guarantee as provided in the bid document to TENDERER/GIL for an amount equal to 10% of the value of the Order.
- 5.23.2 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/GIL shall invoke the PBG.
- 5.23.3 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/GIL to be submitted Within 15 calendar days from the date of LOI/work order.
- 5.23.4 The Performance Guarantee shall be discharged by TENDERER/GIL and returned to the successful bidder within 30 calendar days from the date of expiry of the Performance Bank Guarantee.

5.24 TERMINATION CLAUSE

- 5.24.1 **Termination by TENDERER/GIL:** TENDERER/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: -
- a) The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
 - b) In case TENDERER/GIL finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
 - c) 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/GIL reserve the right to procure the same from other bidders/channels at the risk, cost and responsibility of the selected agency.
- 5.24.2 **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 quarters.
- 5.24.3 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.
- 5.24.4 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.
- 5.24.5 During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the commencement of such notice period.
- 5.24.6 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.

5.25 EXIT MANAGEMENT

- 5.25.1 This sets out the provisions, which will apply on expiry or termination of the Contract Agreement, the Project Implementation, Operation and Management SLA.
- 5.25.2 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.
- 5.25.3 The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- 5.25.4 **Cooperation and Provision of Information:** During the exit management period:
- i. 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;
 - ii. 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.

5.25.5 Confidential Information, Security and Data

- i. The successful bidder will promptly on the commencement of the exit management period supply to the TENDERER or its nominated agency the following:
 - a) Information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services;
 - b) Documentation relating to Intellectual Property Rights;
 - c) Documentation relating to sub-contractors (If Any);
 - d) 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;
 - e) 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).

5.25.6 General Obligations of the Successful Bidder

- i. 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.
- ii. 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.
- iii. The successful bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

5.25.7 Exit Management Plan

- i. 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.
 - a) 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;
 - b) Plans for provision of contingent support to the TENDERER, and Replacement agency for a reasonable period after transfer.
- ii. The successful bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- iii. Each Exit Management Plan shall be presented by the successful bidder to and approved by the TENDERER or its nominated agencies.
- iv. 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.
- v. In the event of termination or expiry of the Contract Agreement, and Project Implementation, each Party shall comply with the Exit Management Plan.
- vi. During the exit management period, the successful bidder shall use its best efforts to deliver the services.

- vii. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule. 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.

5.26 INDEMNIFICATION

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

5.27 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/GIL 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.

5.28 CONFIDENTIALITY

- 5.28.1 Successful Bidder understands and agrees that all materials and information marked and identified by TENDERER/GIL as 'Confidential' are valuable assets of TENDERER/GIL and are to be considered TENDERER/GIL's proprietary information and property. Successful Bidder will treat all confidential materials and information provided by TENDERER/GIL 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/GIL without TENDERER/GIL's prior written approval.
- 5.28.2 Successful Bidder shall not be liable for disclosure or use of any materials or information provided by TENDERER/GIL or developed by Successful Bidder which is:
- possessed by Successful Bidder prior to receipt from TENDERER/GIL, other than through prior disclosure by TENDERER/GIL, as documented by the successful bidder's written records;
 - published or available to the general public otherwise than through a breach of Confidentiality; or
 - 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/GIL; or Developed independently by the successful bidder.
- 5.28.3 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/GIL and allow TENDERER/GIL a reasonable time to oppose such process before making disclosure.
- 5.28.4 Successful Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause TENDERER/GIL irreparable harm, may leave TENDERER/GIL with no adequate remedy at law and TENDERER/GIL is entitled to seek to injunctive relief.

- 5.28.5 TENDERER/GIL 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/GIL in turn will not share the same without prior concern of the selected agency.
- 5.28.6 Above mentioned “confidentiality clause” shall be applicable on both the parties i.e. TENDERER/GIL and selected agency.

5.29 PAYMENTS TERMS

As per the scope of work of this RFP document bidder is required to provide ordered services on Service/Rental model. Payment will be release to the successful bidder on acceptance of the invoice by the TENDERER/GIL or its designated agency.

- 5.29.1 The Fixed Capex charge shall be paid as onetime payment on the successful FAT of the hotspot as per the Price Bid.
- 5.29.2 The Base Annual Charges shall be paid on quarterly basis at the end of each quarter post FAT of the hotspot location.
- 5.29.3 The invoice would be processed for release of payment within 30 days after due verification of the invoice and other supporting documents by the TENDERER/ GIL or its designated agency.
- 5.29.4 In case the processing of the invoice gets delayed beyond 30 days from the date of acceptance of invoice, the Successful bidder would be paid an adhoc amount of 80% of invoice value and the remaining amount would be released after getting clarifications, due verification and imposition of penalty, if any.
- 5.29.5 Payment shall be made in Indian Rupees. While making payment, necessary TDS/income tax will be made.

5.30 SERVICE TERMS

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

5.31 SERVICE LEVEL AND PENALTY CLAUSE

5.31.1 PENALTY FOR DELAY

S/n	Activity	Timeline	Penalty
1	Delay in Installation, Commissioning and Go-Live of Cities	As per clause no. 4.6 of this RFP Document	0.75% of Contract value of delayed item (as per the Price BID) per week or part thereof for delay in delivery (Delay beyond 12 weeks, TENDERER/GIL may terminate the contract and Forfeit the PBG).

Note: Maximum Penalty cap of 10% of contract value (as per the price bid) for Penalty for Delay.

- 5.31.2 Successful Bidder shall be paid Quarterly Payment (QP) as per the services provided to TENDERER/GIL. The overall penalty would be **generally capped at 20% of QP amount** and will be recovered against the quarterly payment invoice submitted by the selected agency. Availability will be calculated on a quarterly basis.

S/n	Activity	Target	Penalty
1	Availability of Wi-Fi Services	99%	a) 99% or Better= NIL b) 98.99% to 98.50%=3.0% of QP c) 98.49% to 97.00% = 7.5% of QP d) less than 97% = 20.0% of QP
2	Successful Generation of OTP and user authentication	Per 1000 Instance of Failure	a) Less than 1000 = NIL b) 1001-2000=0.25% of QP c) 2001-3000 = 0.50% of QP d) Greater than 3001 = 0.75% of QP

- 5.31.3 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 on above will not be included while ascertaining actual delay.

- 5.31.4 **PENALTY FOR DELAY IN REPAIR/REPLACEMENT OF FAULTY MATERIAL:** The Successful Bidder shall be responsible for repair/ replace all faulty material within the shortest possible time thus ensuring minimum downtime.

- The Successful Bidder shall be responsible for maintaining the desired performance and availability of the system/services. Successful Bidder should ensure the prompt service support for the entire project duration. If any complain is made or auto alarm/instances is generated by the system for non-availability of the items., then it has to resolved within 4 hours from the time of complaint raised/auto alarm or instance generated by the system/NMS.
- The Downtime/service failure shall mean “AP not having a connection during the cycle of 2 Hours any time during the day time i.e. from 8 AM to 10 PM)
- Natural Calamity:** if there are more than 5 locations are effected at the same time in a City or more than 10 locations are effected at the same time in a district, such an incident will be treated as Natural Calamity and then in that case 24 Hour time limit will be increased to

96 hours/ 4 days. Complaints/issues needs to be resolved within 96hrs/4 days from the time of complaint raised/auto alarm or instance generated by the system.

- iv. If Successful Bidder fails to resolve the issue as specified above, the following penalty will be imposed on each delayed day, which will be recovered against the quarterly payment invoice submitted by the successful bidder:

Site/Location	Penalty for each delay is resolution of issues within stipulated time
All Sites	Rs. 100/- per site for every 8 hours of delay or part thereof

5.32 APPROVALS/CLEARANCES

- 5.32.1 Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the Successful bidder.
- 5.32.2 Necessary approvals/ clearances from concerned authorities, as required, for fire protection, government duties / taxes/ Octroi are to be obtained by the Successful bidder.
- 5.32.3 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.
- 5.32.4 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.

5.33 PROJECT IMPLEMENTATION

- 5.33.1 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.
- 5.33.2 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/GIL
- 5.33.3 The successful bidder shall arrange to obtain all statutory and regulatory permission (If any) at no cost to the Government of Gujarat.
- 5.33.4 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.
- 5.33.5 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.
- 5.33.6 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/GIL.
- 5.33.7 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.

5.34 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.

5.35 FRAUDULENT AND CORRUPT PRACTICES

- 5.35.1 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/GIL of the benefits of free and open competition.
- 5.35.2 “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.
- 5.35.3 TENDERER/GIL will reject a proposal for award and may forfeit the EMD and/or Performance Bank Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

5.36 MIS REPORTS:

- 5.36.1 Bidder is required to submit/enable the access to various MIS reports in electronic form and over the email to TENDERER/GIL in support of SLA compliance along with its quarterly invoice and as and when asked by the TENDERER/GIL. Following is the minimum indicative list of types of MIS reports to be submitted by bidder:

S/n	Activity	Periodicity
1.	Internet Bandwidth Available at each Hotspot	Daily
2.	Bandwidth utilization: Per AP and Per Hotspot wise, Total City & State wise	
3.	Total No. of users connected: Per AP and Per Hotspot wise, Total City & State wise	
4.	Availability of Access Points	
5.	Ageing Report of issues/Complaints/Incidents	
6.	Bandwidth Utilization over last 7 days: Per AP and Per Hotspot wise, Total City & State wise	Weekly
7.	SLA compliance reports	Quarterly
8.	Preventive maintenance reports	
9.	Configuration change reports	
10.	Inventory reports	
11.	Group and location/site wise service utilization and Uptime Report	
12.	Link Availability, Downtime, Usage/Utilisation, Fault & rectification, Performance statistics-AP & Network both, Log of Network parameters along with Service down time and % uptime achieved	
13.	Any other reports- As and when required by TENDERER	

5.37 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 5.37.1 TENDERER/GIL will have exclusive right to use the application software, its upgraded versions (as customized and upgraded from time to time).
- 5.37.2 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/GIL for all such correspondence.

SECTION-VI
Price Bid

Price Bid

(Amt in INR)

S/n	Access Points in each Hotspot/ Zone	Internet Bandwidth in Mbps	Fixed Capex (no premium or discount will apply)	Base Annual Charge	Uniform % Discount/ Premium Offered	Tax (%)
A	B	D		E	F	G
1.	02 Nos. Access Point	30	50000	60000		
2.	03 Nos. Access Point	40	75000	80000		
3.	04 Nos. Access Point	50	100000	100000		
4.	05 Nos. Access Point	60	125000	120000		
5.	06 Nos. Access Point	70	150000	140000		
6.	07 Nos. Access Point	80	175000	160000		
7.	08 Nos. Access Point	100	200000	180000		

Note:

- Bidder has to offer uniform Discount/Premium rate i.e. same rate of discount/premium for all the line items. Discount/ premium will apply only on base annual charge but not on fixed capex
- The discount being offered should be indicated with a “-”(minus) sign, similarly the Premium being charged should be indicated with a “+” (plus) sign, followed by the percentage ‘%’ of discount / premium being offered in the column F.
- As this is a service model tender above mentioned price includes all the applicable charges like applicable Licenses, hardware (central, edge locations), Software, Active and passive Cabling and Accessories, fixtures, fittings, signage, Installation, Commissioning, Configuration, Internet bandwidth charges, O&M and Manpower Charges etc. as may be required for the successful execution of the project.
- All the above-mentioned line items should comply to Technical specifications and Scope of work defined in the RFP document.
- L1 will be the lowest cost to the TENDERER i.e. bidder with Highest Discounting rate of all line items without tax.
- The rates should be exclusive of all taxes. The applicable taxes should be submitted separately.
- Quantities defined in the RFP/tender document are indicative only, actual quantities may vary at the time of placing the order depending upon the requirements.
- The quoted price will be treated as a rate contract and the prices shall be valid for a period of two years.**
- Non-acceptance of the above condition(s) or Conditional bid shall be rejected.

SECTION-VIII

Annexures & Formats

Annexure I– Proposal Covering Letter

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

Tender Ref No:

To

DGM (Tech)

Gujarat Informatics Ltd

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

Sector-11, Gandhinagar

Dear Sir,

We (Name of the bidder) 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 “ **Request for proposal (RFP) for Selection of Service Provider for Providing Wi-Fi services on Service/Rental Model Including (Design, Built, and Operations & Management) for State-wide Public Wi-Fi Hotspot's under Gujarat State Urban Area Network (GSUAN)**” involving the deliverables including Provisioning for Hardware, Software, Networking and IT infrastructure, Implementation Services, Operations , Maintenance and support for at least 5 years as per location provided in RFP issued by GIL , vide RFP (Tender Document) Document No. _____ dated _____ , issued by Gujarat Informatics Limited, including Signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Gujarat Informatics Limited or any governmental authority, representing us in all matters before Gujarat informatics Limited, and generally dealing with GIL in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

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

(Name, Title and Address of the Attorney)

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

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

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

To

DGM (Tech)

Gujarat Informatics Ltd

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

Sector-11, Gandhinagar

Tender Ref No:

Subject: "Request for proposal (RFP) for Selection of Service Provider for Providing Wi-Fi services on Service/Rental Model Including (Design, Built, and Operations & Management) for State-wide Public Wi-Fi Hotspot's under Gujarat State Urban Area Network (GSUAN)"

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

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

The Bank shall not be released of its obligations under these presents by any exercise by the TENDERER/GIL of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the TENDERER/GIL or any other indulgence shown by the TENDERER/GIL or by any other matter or things.

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

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of
Name of the Bank & Branch &
Its official Address with seal

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

Annexure-V- PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To,

DGM (Tech)

Gujarat Informatics Ltd

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

Sector-11, Gandhinagar

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for **"Request for proposal (RFP) for Selection of Service Provider for Providing Wi-Fi services on Service/Rental Model Including (Design, Built, and Operations & Management) for State-wide Public Wi-Fi Hotspot's under Gujarat State Urban Area Network (GSUAN)"**, 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/GIL 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 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 ____ Crore (each year) as per the eligibility criteria's. 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/CA.

Name:

Designation:

Signature of the Authorized Signatory (with seal):

Annexure VII- Bidder's Experience

DETAILS OF PAST EXPERIENCE OF WI-FI PROJECTS

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

Note:

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

Name:

Designation:

Signature of the Authorized Signatory (with seal):

ANNEXURE VIII: 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 **“Request for proposal (RFP) for Selection of Service Provider for Providing Wi-Fi services on Service/Rental Model Including (Design, Built, and Operations & Management) for State-wide Public Wi-Fi Hotspot’s under Gujarat State Urban Area Network (GSUAN)”** 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:

ANNEXURE X: TENTATIVE QUANTITY DETAILS OF WI-FI HOTSPOT

S/n	Access Points in each Hotspot/ Zone	Internet Bandwidth in Mbps	Tentative No. of Hotspot
A	B	D	E
1.	02 Nos. Access Point	30	10
2.	03 Nos. Access Point	40	100
3.	04 Nos. Access Point	50	100
4.	05 Nos. Access Point	60	90
5.	06 Nos. Access Point	70	20
6.	07 Nos. Access Point	80	20
7.	08 Nos. Access Point	100	10
TOTAL			350

Annexure A

TENTATIVE LIST OF LOCATIONS WHERE WIFI HOTSPOT TO BE IMPLEMENTED

A-Class City/Town			B-Class City/Town		
Sr. No.	District Name	Name of City/Town	Sr. No.	District Name	Name of City/Town
1	Amreli	Amreli	1	Ahmedbad	Dholka
2	Anand	Anand	2	Ahmedbad	Viramgam
3	Kutch	Gandhidham	3	Ahmedbad	Sanand
4	Kutch	Bhuj	4	Ahmedbad	Bopal -Ghuma
5	Kheda	Nadiad	5	Amreli	Savarkundla
6	Gandhinagar	Kalol	6	Aravalli	Modasa
7	Gir Somnath	Veraval	7	Anand	Borsad
8	Navsari	Navsari	8	Anand	Khambhat
9	Panchmahal	Godhra	9	Anand	Petlad
10	Patan	Patan	10	Kutch	Anjar
11	Porbandar	Porbandar	11	Kutch	Mandvi
12	Banaskantha	Palanpur	12	Gir Somnath	Una
13	Banaskantha	Deesa	13	Junagadh	Keshod
14	Botad	Botad	14	Junagadh	Mangrol
15	Bharuch	Bharuch	15	Dahod	Dahod
16	Mehsana	Mehsana	16	Devbhumi Dwarka	Okha
17	Morbi	Morbi	17	Navsari	Bilimora
18	Rajkot	Jetpur	18	Navsari	Vijalpor
19	Rajkot	Gondal	19	Panchmahal	Halol
20	Valsad	Valsad	20	Patan	Siddhpur
21	Valsad	Vapi	21	Bharuch	Ankleshwar
22	Surendranagar	Surendranagar	22	Bhavnagar	Mahua
			23	Bhavnagar	Palitana
			24	Bhavnagar	Sihor
			25	Mehsana	Kadi
			26	Mehsana	Unjha
			27	Mehsana	Visnagar
			28	Rajkot	Dhoraji
			29	Rajkot	Upleta
			30	Vadodara	Dabhoi
			31	Sabarkantha	Himatnagar
			32	Surat	Bardoli
			33	Surendranagar	Dhrangadhra
			34	Surendranagar	Wadhwan