



**Revised** Request for proposal (RFP) for Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance of Leased Bandwidth for “Safe and Secure”-Gujarat project on behalf of Home Department, Government of Gujarat

**Tender No.: HWT180717447**

**Issued by:**



**Gujarat Informatics Ltd**

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

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***SECTION-I***  
***KEY INFORMATION***  
***&***  
***INSTRUCTIONS***

## 1.1 INFORMATION REGARDING THE RFP

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

- ✓ This is a Bid for Supply, Installation and commissioning of Leased Bandwidth for the SASGUJ project of the Home Department, Government of Gujarat.
- ✓ 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.
- ✓ 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.
- ✓ The duration of the Contract period for this activity will be of **5 years**.
- ✓ In addition to this RFP, the following sections attached are part of Bid Documents.

Section – 1	Key Information & Instructions
Section – 2	Project Profile
Section – 3	Eligibility Criteria
Section – 4	Instructions to the Bidders
Section – 5	Price Bid
Section – 6	Formats and Annexures
Section – 7	SLA Agreement

### **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](http://www.gil.gujarat.gov.in) and <https://gil.nprocure.com>
- The bids have been invited through e-tendering route i.e. the eligibility criteria, technical and financial stages shall be submitted online on the website <https://gil.nprocure.com>
- Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com> Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- Interested and eligible Bidders are required to upload the eligibility related document in eligibility bid section, Technical related document in Technical bid section & Commercial Bid in Commercial bid section. The Bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this Bid Document. The Technical & Commercial Bid must be uploaded to <https://gil.nprocure.com> & the Bid Security and bid processing fees must be delivered to the office of Gujarat Informatics Ltd on or before the last date and time of submission of the bid.
- The eligibility section and the Bid Security & bid processing fees section will be opened on the specified date & time in presence of the Bidders or their authorized representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday

for the office of Gujarat Informatics Ltd the due date for submission and opening of bids will be the following working day at the scheduled times.

- In case of any clarifications required, please contact **DGM (Tech), GIL** in writing 5 days before the Pre- Bid meeting date.

### Important Dates

Request for proposal (RFP) for Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance of Leased Bandwidth for “Safe and Secure”- Gujarat project on behalf of Home Department, Government of Gujarat		
1.	Contract Period	5 Years
2.	Pre-Bid Meeting time and venue	28/07/2017 at 1500 hrs Venue- <b>Gujarat Informatics Limited</b> , 8 <sup>th</sup> Floor, Block No.1, Udyog Bhavan, Gandhinagar 382010.
3.	Bid Due date and time	<b>21-08-2017 up to 1500 Hrs</b>
4.	Date of Opening of Un-priced bid	<b>21-08-2017 at 1700 Hrs</b>
5.	Date & Time of opening of Commercial Bid	Will be intimated to the qualified bidders at a later date.
6.	Venue of opening of Commercial Bid/s	Gujarat Informatics Limited, Block No. 1, 8 <sup>th</sup> Floor, Udyog Bhawan, Gandhinagar-382010
7.	Bid Processing Fees (Non-refundable)	Rs. 15,000/- (Fifteen Thousand Only)
8.	Bid security (EMD)	Rs. 1,50,00,000/- (Rupees One Crore fifty Lacs Only)
9.	GIL Contact person	NOTE: Please address all queries and correspondence to: <b>DGM (Tech.) Gujarat Informatics Limited</b> , 8 <sup>th</sup> Floor, Block No.1, Udyog Bhavan, Gandhinagar 382010, <b>Phone:</b> 079 - 232 59239 <b>E-mail:</b> <a href="mailto:viveku@gujarat.gov.in">viveku@gujarat.gov.in</a>

## 1.2 DEFINITIONS

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

- 1) "Acceptance Test (AT)" means the acceptance testing of the ordered product & services on completion of installation and commissioning under the project.
- 2) "Acceptance Test Document" means a document, which defines procedures for testing the SASGUJ Network against requirements laid down in the Agreement.
- 3) "Agreement" means the Service Level Agreement to be signed between the successful bidder and TENDERER including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- 4) "Authorized Representative/ Agency" shall mean any person/ agency authorized by either of the parties.
- 5) "Bidder" means any agency providing similar solutions as per the scope of work of RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom the TENDERER signs the Service Level Agreement for executing the project.
- 6) "Contract" is used synonymously with Agreement.
- 7) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
- 8) "Default Notice" means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- 9) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive GoG of the benefits of free and open competition.
- 10) "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
- 11) "Go Live Date" means the date on which the FAT of all the links as ordered under the project as per the Work order has been successfully completed and accepted by the TENDERER.
- 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 agency.
- 13) "Lol" means Letter of Intent, which constitutes the intention of the GoG to place the Purchase Order with the successful bidder.
- 14) "SC" means the State Center Located at Gandhinagar, Gujarat.
- 15) "O&M Period" means period of 5 years starting with the successful, installation and commissioning and FAT of the individual Links as ordered under the project.. The date of start of O&M shall start from the date of successful FAT of each link as ordered under the project.
- 16) "Planned link Outage" means unavailability of network services due to infrastructure maintenance activities such as configuration changes, up-gradation or changes to any supporting infrastructure.
- 17) "Request for Proposal" means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
- 18) "Requirements" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.

- 19) "Service" means provision of Contracted services for the TENDERER.
- 20) "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
- 21) "TENDERER" here shall mean "Home Department, Government of Gujarat"
- 22) "Unplanned link Outage" means an instance other than the planned link outage in which no traffic can pass on the selected link through which offices are connected.
- 23) "Uptime" means the time period when specified services with specified technical and service standards as mentioned in the Tender Document are available to the TENDERER and its user organizations. The uptime will be calculated as follows:  
 Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
- 24) "% Uptime" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
- 25) "Downtime" means accumulated time during which the network is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.
- 26) "Scheduled Maintenance Time / Scheduled downtime" shall mean the time that the System is not in-service due to a scheduled work. Scheduled maintenance time is planned downtime with the prior permission (Minimum 48 Hour prior Notice) of the TENDERER.
- 27) "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the network will be 24x7x365.
- 28) "GSWAN – Gujarat State Wide Area Network" is IT Backbone of the state of Gujarat.

### 1.3 Abbreviations

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

***SECTION: 2***  
***PROJECT PROFILE***  
***AND***  
***SCOPE OF WORK***

## SECTION -2 PROJECT PROFILE

### 2.1 Introduction

The Gujarat Informatics Limited (GIL), on behalf of Home Department, Government of Gujarat, is issuing this **Request for proposal (RFP) for Selection of Implementing Agency for Supply, Installation, Commissioning and O&M of Leased Bandwidth** for its flagship program called **Safe and Secure Gujarat – SASGUJ**.

The Proposed Network will ride as a backbone to implement SASGUJ as a state-wide surveillance project across the state covering approximately 160 cities in a phased manner. Phase-I of project will cover around 34 District/cities and 6 Religious places and phase-II will cover remaining 120 cities of the state.

#### Core Objectives of SASGUJ:

- Surveillance, Security, Law & Order Management
- Traffic Management & Control
- Safeguard public areas
- To minimize losses from natural hazards and human threats
- Provide lead and evidence for investigation
- Integration with Smart City/UDD projects

To achieve these objectives in an uninterrupted and effective manner, a robust network is required to be deployed, the network needs to be planned to meet the all the requirements not only for the current requirement but also to cater to the future scalability and expansion. At a high level, the project will involve installation and commissioning of leased bandwidth at multiple locations in selected cities

### 2.2 Project Description

The project requires, providing of leased bandwidth for setting up an intercity surveillance network at locations of strategic importance, traffic junctions, entry and exit points of public places, Market places, Bus Stand and other sensitive areas of the city etc. The project shall Initially cover 34 District/cities and 6 Religious places of the State connecting them to the district/city control center. These Locations shall be connected to the District/City Control Centers from where the entire infrastructure shall be monitored and managed at district level. It may be noted that the district/ city control room would further connect to the State Center located at Gandhinagar through its existing District Centers of Gujarat State Wide Area Network (GSWAN).

### 2.3 Scope of Work

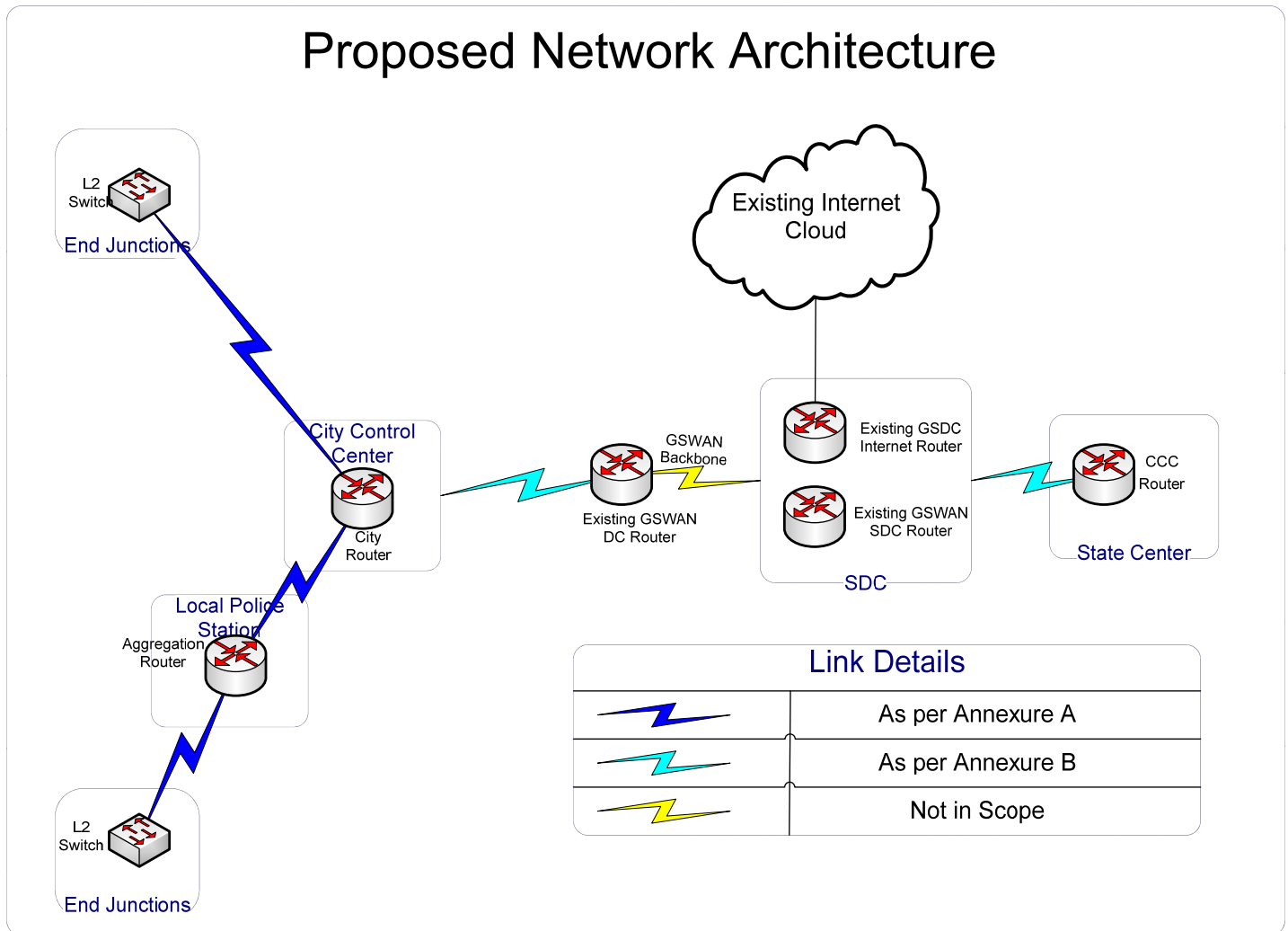
- 1) The TENDERER intends to procure Leased bandwidth for the SASGUJ Project. The details of the locations and required bandwidth is as per **Annexures A & B to this document**.
- 2) The bidder is required to terminate the desired Leased bandwidth at the locations specified in Annexure A and B.
- 3) The bidder will have to provide the required bandwidth at each location on 24x7x365 days basis.
- 4) A Service Level Agreement will be signed with the successful bidder. The same will be signed initially for a period of 5 years which may be extended on mutual terms.
- 5) The bidder, will be responsible for smooth functioning of the entire network connectivity, availability of sufficient quantities of all the critical components to maintain the guaranteed uptime will be the responsibility of the bidder. Bidders are requested to take into consideration the equipment's required at its own POP for providing connectivity while quoting for the tender.



- 6) All costs to connect the links to last mile node has to be borne by the bidder. The TENDERER/GIL will not pay or reimburse any last mile of extra work cost.
- 7) Necessary approvals at building, RoW and from authorities at various locations for last mile related equipment is under bidder scope of work.
- 8) The TENDERER or its designated agency will monitor the performance of the links during operation period.
- 9) The TENDERER or its designated agency will be responsible for verification, validation of all works/services under the terms & conditions of the agreement.
- 10) The payments to the Successful Bidder for the provisioned links will be made on quarterly basis.
- 11) Full Duplex Bandwidth as Per Schedule of Requirement (price bid) has to be provisioned and implemented by the bidder. The bidder has to keep provision of increasing the bandwidth as per requirement and the rates will be as per finalized rates. The bidder will have to arrange fiber & other last mile equipment accordingly including media convertors wherever required.
- 12) The bidder shall ensure that the network deployed is IPV4 as well as IPv6 compliant.
- 13) The solution should be capable of supporting the communication requirement, which includes voice, video and data applications of the TENDERER over the contract period. The bidder is not only required to provide Leased connectivity at the locations given in Annexure A and B, but also maintain and upgrade this connectivity for the entire contract duration.
- 14) As part of the preventive maintenance services the bidder shall be required to maintain the upkeep of the medium of connectivity, reinstating the medium, any other maintenance job required to meet the redundancy and SLAs as stipulated in the RFP.
- 15) The successful bidder must deliver these bandwidths on Gigabit Ethernet optically or electrically which will be taken as input on the Router provided by the TENDERER. This is to ensure no physical changes are to be done in future up gradations.
- 16) The bidder shall not cause any damage to the TENDERER's (or any other's) premises and property and shall perform restoration if any damage occurs. Trenches, path-cutting etc. shall be back-filled and restored to the original condition immediately after laying of the conduit/cable. The bidder shall plug conduits and entrance holes where the cabling has been installed with suitable sealing material to restore it to its original/best state. Wherever needed, the bidder shall have to retrofit existing facilities in order to install the new system.
- 17) The bidder must ensure that all statutory and regulatory approvals (if required) are obtained for the laying of the said network within or outside the building (building in-charge, owners of the building etc.) and from various other authorities such as municipal bodies, central government, electricity utility companies etc. Bidder shall also be responsible to get required documentation completed for obtaining such approvals from time to time. This should not affect the timelines.
- 18) The TENDERER has already issued another tender for procurement of hardware, software required for hardware and network equipment's required for the project. The Successful bidder will have to work in close coordination and synchronization with the SI of above mentioned tender selected by the TENDERER for timely Implementation of the SASGUJ Project. All locations must be connected on Optical Fiber only. No other last mile media type will be accepted.
- 19) Last mile should be on Optical fiber only (Underground / Overhead with required regulatory and legal compliances ) terminating at Media equipment of the TENDERER.

## 2.4 Proposed Network Architecture:

- 2.4.1 The Bidder is required to provide Leased connectivity between remote/Edge locations, District/City Control Centre and GSWAN District Control Room as per Annexure-A & B. The backhaul from the district/City Control center locations to the State Control Center located at Gandhinagar will be through the existing Gujarat State Wide Area Network (GSWAN) district control room.
- 2.4.2 Bidder is also required to aggregate all the Leased bandwidth and terminate them as a single fibre port (In multiplication of 10 G Ports) per the below mentioned Annexures :
- Annexure A:** The Edge/City Locations to District/City Control Centre
  - Annexure B:** The District/City Control Centre to District Control room of GSWAN
- 2.4.3 Network solution offered by the bidder should have the security provisions to prevent any unauthorized access to anybody including bidder or its partners.
- 2.4.4 Bidder should adhere and conform to the Network Security Policy and guidelines of issued by DoT/TRAI/Gol/GoG from time to time.
- 2.4.5 The proposed network Architecture shall be as below:



## 2.5 Operation and Management of the Network

- 2.5.1 The successful bidder shall be bound by the Service Level Agreements (SLA) under the contract and is required to provide the support services, Operations & Maintenance services during the contract period of 5 years.

- 2.5.2 The Uptime of the Network shall be monitored through the NMS Tools being procured through a separate tender by the TENDERER. The Successful bidder will be responsible for discovery of the provided links during the contract period through the TENDERER's NMS only. However it shall be the bidder responsibility to monitor the system for the day to day operations and management through its own monitoring tool.
- 2.5.3 The Successful bidder will have to do the following task and activities but not limited to during the O&M period:
- To day to day check and monitor the Link availability and Network
  - Testing and troubleshooting of the Network and Links as and when required
  - Complaint, incidents resolutions as per the SLA terms and conditions
  - Monitoring of Bandwidth Utilization, identification of unusual traffic
  - Preparation & submission of MIS reports as and when asked by the TENDERER
- 2.5.4 The successful bidder will have to make provision in the terminal equipment at their end for providing scalability in terms of bandwidth. The TENDERER may order an increase or decrease in bandwidth as and when required.

## **2.6 Project Management:**

- 2.6.1 The bidder will be responsible to undertake and complete the works related to supply, installation and commissioning of leased bandwidth at any location (as and when required) in the State of Gujarat promptly and within the duration prescribed by the TENDERER.
- 2.6.2 The bidder will be responsible to provide the desired Bandwidth at all the locations at the agreed price. The works are to be completed on turnkey basis. The Bidder shall be responsible for implementation of the work as defined.
- 2.6.3 The bidder shall act as single Agency to organize and manage the entire project – including supply, installation and commissioning of all required Network Links and bandwidth for the entire duration of the project
- 2.6.4 The Bandwidth shall be supplied strictly in accordance with the specifications and SLA's as stated in this RFP.
- 2.6.5 Whenever the TENDERER wishes to withdraw/terminate a link, a written intimation will be placed with the selected bidder. Bidder is required to withdraw services at the location within 30 days of such intimation, further no charges shall be paid beyond the 30 days Duration.
- 2.6.6 Whenever a new location/Link is identified for the leased bandwidth requirement, order will be placed with the selected bidder at the contracted price. The selected bidder shall carry out site-survey at new location for feasibility of location for connectivity. Bidder is required to implement and commission the new link within 4 weeks from the date of work order.

## **2.7 Validity of the Contract:**

- 2.7.1 Validity of this contract is for a period of 5 years form the date of Go Live. No upward revision will be permitted in rates of bandwidth during the contract tenure of 5 years.

## **2.8 Technical Specifications**

### **2.8.1 Leased Bandwidth:**

- Latency from point A to point B as defined in the Annexure's should not exceed 50 ms
- The bandwidth supplied should be symmetric, equal upload and download speed with 100 % throughput.

- c) Up time guarantee must be 99.5 % failing which a relevant penalty will be applicable.
- d) The bidder may aggregate the traffic from different locations within the City to a single aggregation point/exchange of the bidder and provide a single link of the capacity as sum total of all aggregated links. However, from the aggregation point, the ISP network should have the redundancy to ensure the traffic reaches the respective District/City Control Center.
- e) **Delivery of bandwidth:**
  - i. Installation & Commissioning of bandwidth: The Bidder is required to complete the Installation, commissioning of the leased bandwidth as per the below mentioned schedule:

Sr. No.	Installation Schedule	Timeline
1.	Schedule 1	5 Cities - Bhavnagar, Jamnagar, Morbi, Rajkot Rural, Surat Rural- within 10 weeks**
2.	Schedule 2	Next 15 Cities– within 18 weeks **
3.	Schedule 3	Remaining Cities -within 26 weeks**
4.	Schedule 4	Additional as a part of the Rate Contract- within 4 weeks from**

**\*\*from the date of issuance of work Order**

- ii. Further successful bidder shall be required to Increase/decrease the bandwidth required at any location (after one time commissioning) within 7 Days from the date of issuance of the written Order/Communication.
- iii. The bidder must deliver the required bandwidth on a fiber optic network at the respective locations as per Annexure-A & B. The TENDERER will provide necessary space and raw power for termination of the links.
- iv. The Bidder will have to terminate the required bandwidth at the L2 Switch provided by the TENDERER at the end locations/points.
- v. All costs to connect the links to last mile node i.e. till the end point termination at the router/switch placed at the edge junction locations and the control center’s as defined as Point A & B as defined in the Annexures A & B has to be borne by the bidder. TENDERER will not pay or reimburse any last mile of extra work cost.
- vi. The bidder has to use the IP addressing schema provided by the TENDERER/DST

## 2.9 MIS Reports:

- 2.9.1 The Bidder should submit the reports on a regular basis in a mutually decided format.
- 2.9.2 Soft copy of these reports shall be delivered/submitted via email/on paper at specific frequency and to the pre-decided list of recipients.
- 2.9.3 The Bidder should also submit certain information as part of periodic review as and when required by the TENDERER.
- 2.9.4 The minimum set of reports required are as given below. The TENDERER may request such reports at any time irrespective of a predefined scheduled. Moreover, any new report may be requested by TENDERER during the tenure of the contract.

Daily Reports	<ul style="list-style-type: none"> <li>• Summary and status of issues / complaints logged at the Help Desk</li> <li>• Overall &amp; link wise Bandwidth utilization.</li> <li>• Summary of resolved, unresolved and escalated issues / complaints</li> </ul>
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Weekly Reports	<ul style="list-style-type: none"> <li>• Issues / Complaints Analysis report for calls, call trend, call history, etc.</li> </ul>
Monthly Reports	<ul style="list-style-type: none"> <li>• Component wise physical as well as Network infrastructure availability and resource utilization.</li> <li>• Consolidated SLA / (non)-conformance report</li> <li>• Log of preventive / scheduled maintenance undertaken</li> <li>• Log of break-fix maintenance undertaken</li> <li>• Network Utilization</li> <li>• Network Uptime Statistics &amp; Threshold violation</li> <li>• Bandwidth utilization as measured at aggregation point as well as on individual links</li> </ul>
Quarterly Reports	<ul style="list-style-type: none"> <li>• Uptime, Downtime and performance report</li> <li>• SLA compliance Report for the Quarter</li> </ul>
Incident Reporting	<ul style="list-style-type: none"> <li>• Detection of security vulnerability with the available solutions / workarounds for fixing</li> <li>• unauthorized access, security threats, etc. – with root cause analysis and plan to fix the problems</li> </ul>

***SECTION: 3***

***ELIGIBILITY CRITERIA***

### **SECTION -3: ELIGIBILITY CRITERIA**

The bids are hereby called from the Bidders who fulfils following technical & financially eligibility criteria in providing the bandwidth.

S/N	Specific Requirements	Documents Required
1	Bidder should be a company registered under Companies Act, 1956/2013 and should have been operating for the last three years as on bid issuance date. The bidder should be in the business of Voice or Data Bandwidth services.	Certificates of incorporation  AND  Self-Declaration Certificates
2	<b><i>Average Annual Sales Turnover should be at least Rs. 500 crores during last three financial years as on 31<sup>st</sup> March 2016.</i></b>  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.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed.  AND Certificate from the statutory auditor/CA has to be submitted
3	The bidder should hold any of the following licenses to operate: <b>Unified Access License</b>  <b>or</b> <b>Class 'A' /Class 'B' (for Gujarat) ISP license</b>  All Licenses should be valid for at least 5 years from the date of Bidding.  In Case the State/Central PSU is quoting in this RFP, then Unified Access License/ UASL is not required in Operational Licenses	Copy of valid Licenses
4	The Bidder should not be under the effect of blacklisting by any Ministry/Department of Government of India or by any State Government department/agency in India or by Government of Gujarat or any of the Government PSUs at the time of bidding.	A Self Certified letter
5	The bidder should have its own Optical Fiber Backbone with minimum 10 POPs of its own, across the state of Gujarat.	A Self Certified letter with addresses of POPs

**Note:**

- 1.) Consortium is not allowed.
- 2.) The bidder must hold all valid licenses/grants/compliances/ permissions etc. which may be required for the provisioning of the services as per the requirement of TRAI/DoT for providing the quoted services in the bid.
- 1.) 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.

***SECTION: 4***

***INSTRUCTION TO BIDDERS***



## **SECTION -4: INSTRUCTION TO THE BIDDERS**

### **ARTICLE – 1: COST OF BIDDING**

- 1.1. The Bidder shall bear all costs associated with the preparation and submission of the Bid and TENDERER/GIL will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 1.2. Bidder is required to pay Rs. 15,000/- as a bid processing fee (Non-refundable) in the form of demand draft in favour of “Gujarat Informatics Limited” 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 TENDERER/GIL as non-responsive.

### **ARTICLE – 2: BIDDING DOCUMENTS**

- 2.1. Bidder can download the bid document and further amendment if any freely available on <https://www.gujaratinformatics.com> & <https://www.gil.nprociure.com> and upload the same on <https://www.gil.nprociure.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.

### **ARTICLE – 3: CLARIFICATION ON BIDDING DOCUMENTS**

- 3.1. Bidders can seek written clarifications on or before pre-Bid to DGM(Tech), Gujarat Informatics Ltd, 8<sup>th</sup> Floor, Block No. 1, Udyog Bhavan, Gandhinagar 382010. TENDERER/GIL 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.

### **ARTICLE – 4: AMENDMENT OF BIDDING DOCUMENTS**

- 4.1. At any time prior to the deadline for submission of bids, the 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.
- 4.2. All prospective bidders are requested to browse our website & any amendments/ corrigendum/ modification will be notified on our website and such modification will be binding on them.
- 4.3. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, the TENDERER/GIL at its discretion, may extend the deadline for the bid submission.

### **ARTICLE – 5: LANGUAGE OF BID**

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

### **ARTICLE – 6: SECTION COMPRISING THE BIDS**

- 6.1. The quotation should be scan-able and distinct without any option stated in.
- 6.2. The bid uploaded should have the following documents:

- a) Bid security Section: The bid processing fee (non-refundable) in the form of demand draft & Bid security/EMD in the form of demand draft / Bank Guarantee to be furnished at GIL's office in favour of "Gujarat Informatics Ltd" payable at Ahmedabad/Gandhinagar on or before the due date for bid submission. The details are required to be filled in this section.
- b) Eligibility & Technical Section:
- ⇒ Financial Capabilities. (In the Prescribed Format Only: Form A)
  - ⇒ Technical Capabilities. (In the Prescribed Format Only: Form B)
  - ⇒ Compliance Statement. (In the Prescribed Format Only: Form C)
  - ⇒ Bid letter form (Form D)
- Note: 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.
- c) Price bid Section: Priced bid (in the prescribed format only->Section: 5)

#### **ARTICLE – 7: BID FORMS**

- 7.1. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to upload the information in the prescribed format, the bid is liable for rejection.
- 7.2. For all other cases, the Bidder shall design a form to hold the required information.
- 7.3. TENDERER/GIL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

#### **ARTICLE – 8: FRAUDULENT & CORRUPT PRACTICE**

- 8.1. Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the TENDERER/GIL of the benefits of free and open competition.
- 8.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- 8.3. TENDERER/GIL will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

#### **ARTICLE – 9: LACK OF INFORMATION TO BIDDER**

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

#### **ARTICLE – 10: CONTRACT OBLIGATIONS**

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

#### **ARTICLE – 11: BID PRICE**

- 11.1. The priced bid should indicate the Percentage of Discount/ Premium in the format/price schedule only.

- 11.2. The Financial bid shall indicate charges payable as per **Section-5** and terms thereof for providing required connectivity under the SASGUJ Project. **The bidder shall quote a uniform discount/Premium percentage in the format as defined in the price bid.** A bid uploaded with an adjustable price quotation will be treated as non-responsive and rejected.
- 11.3. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Arithmetical errors will be rectified on the following basis.
- 11.4. Any discrepancy relating to discount quoted in the offer across different sections of the bid, only discount given in the prescribed format given at Price bid of this RFP shall prevail.
- 11.5. The bidder should provide calculations for the quoted bandwidth charges, without which the bid is liable for rejection. Any arithmetical errors in these calculations will be on bidders account.
- 11.6. Bidders may verify the actual distances between the Locations before quoting for the same and may undertake a survey, if required.
- 11.7. The rates specified / quoted by the bidders should not be more than the rates specified by TRAI/DoT or any other Regulatory Authority of Govt. of India.
- 11.8. Offered price should be exclusive of all applicable taxes. Bidder should mentioned & upload the applicable taxes such as Excise, Sales Tax, Service Tax, Octroi (If applicable), Packing/ Forwarding, Insurance, FOR destination (anywhere in the Gujarat state) with percentage & amount of tax.
- 11.9. The Discount offered, should be mentioned separately. It should be included in Price Bid.
- 11.10. Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the TENDERER/GIL in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 11.11. Unit rates should be quoted separately for each item. Quantities can be increased or decreased by TENDERER and bidder has to supply additional quantities at the rates prescribed in the price bid pf this tender document.

#### **ARTICLE – 12: BID CURRENCY**

- 12.1. The prices should be quoted in Indian Rupees. Payment for the supply, installation and commissioning of leased bandwidth as specified in the agreement shall be made in Indian Rupees only.

#### **ARTICLE – 13: BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**

- 13.1. The Bidder shall furnish, as part of the Bid, a Bid security for the amount of Rs. 1,50,00,000/- which shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 6 months from the last date of bid submission) of 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) G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time ,in the name of "Gujarat Informatics Ltd" payable at Gandhinagar (as per prescribed format) and must be submitted along with the covering letter. The un-priced bid will be opened subject to the confirmation of valid Bid security.
- 13.2. Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.
- 13.3. The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement, and furnishing the Performance Bank Guarantee.
- 13.4. The Bid security may be forfeited at the discretion of TENDERER/GIL, on account of one or more of the following reasons if:
  - a. The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter

form.

- b. Bidder does not respond to requests for clarification of their Bid.
- c. Bidder fails to co-operate in the Bid evaluation process,
- d. Bidder is found to be involved in fraudulent and corrupt practices and
- e. In case of a successful Bidder, the said Bidder fails:
  - I. To sign the Agreement in time
  - II. To furnish Performance Bank Guarantee
  - III. is found to be involved in fraudulent and corrupt practices

#### **ARTICLE – 14: PERIOD OF VALIDITY OF BIDS**

- 14.1. Bids shall remain valid for 180 days from the date of Bid Submission. A Bid valid for a shorter period shall be rejected as non-responsive.
- 14.2. In exceptional circumstances, the 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.

#### **ARTICLE – 15: BID DUE DATE**

- 15.1. Bid must be received by GIL at the address specified in the Request for Proposal (RFP) not later than the date specified in the RFP.
- 15.2. The TENDERER/GIL may, as its discretion, on giving reasonable notice through the website <https://www.gujaratinformatics.com> & <https://www.gil.nprocure.com>, extend the bid due date, in which case all rights and obligations of the TENDERER/GIL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

#### **ARTICLE – 16: LATE BID**

- 16.1. No bidder will be allowed to upload or submit the bid after the bid due date/time.

#### **ARTICLE – 17: MODIFICATION AND WITHDRAWAL OF BID**

- 17.1. The Bidder may modify or withdraw its Bid any time before the due date and time of the bid submission.
- 17.2. No Bid may be modified subsequent to the deadline for submission of bids.
- 17.3. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

#### **ARTICLE – 18: OPENING OF BIDS**

- 18.1. Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 18.2. The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the TENDERER/GIL's officer at his/her discretion, may consider appropriate, will be announced at the opening.
- 18.3. Immediately after the closing time, the TENDERER/GIL contact person shall open the Un-Priced Bids and list them for further evaluation.

#### **ARTICLE – 19: CONTACTING THE TENDERER/GIL**

- 19.1. Bidder shall not approach TENDERER/GIL officers outside of office hours and/ or outside the

TENDERER/GIL office premises, from the time of the Bid opening to the time the Contract is awarded.

- 19.2. Any effort by a bidder to influence the TENDERER'S/GIL'S 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/GIL, it should do so in writing.

#### **ARTICLE – 20: REJECTION OF BIDS**

- 20.1. The 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.

#### **ARTICLE – 21: EVALUATION METHODOLOGY**

- 21.1. **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.
- 21.2. **Part – II (Financial Bid):** Bidders qualified as per the eligibility criterion defined in section 3 of this RFP will be short- listed and financial bids of those bidders will only be opened for evaluation and arriving at lowest bidder in each schedule.

#### **ARTICLE – 22: AWARD OF CONTRACT**

- 22.1. Award Criteria: The Criteria for selection will be the lowest cost to the TENDERER/GIL i.e. Highest discounting rate in each schedule of the Price bid for the qualified bids. The TENDERER/GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.
- 22.2. The TENDERER/GIL right to vary requirements at time of award: the TENDERER/GIL reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
- 22.3. In case, if lowest bidder does not accept the award of contract or is found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the next lowest bidder will have to match the price of the lowest bidder.

#### **ARTICLE- 23: NOTIFICATION OF AWARD AND SIGNING OF CONTRACT**

- 23.1. Prior to expiration of the period of Bid validity, the TENDERER/GIL will notify the successful Bidders and issue Lol/ Work Order. The contract Performance guarantee has to be submitted within fifteen (15) working days of receipt of Lol/Work Order. The Bank guarantee (Performance) shall be equal to the 10% of contract value. The Bank Guarantee shall be valid for duration of 180 days beyond the expiry of contract.
- 23.2. Within Fifteen (15) working days, the successful Bidder shall sign and date the Contract and return it to the TENDERER/GIL.

#### **ARTICLE – 24: FORCE MAJEURE**

- 24.1. 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 of construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money.

- 24.2. 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 Successful bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Successful bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.
- 24.3. 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:
- 24.4. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
- a) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
  - b) Explosion or chemical contamination (other than resulting from an act of war);
  - c) Epidemic such as plague;
  - d) Any event or circumstance of a nature analogous to any of the foregoing.
- 24.5. Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
- Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:
- a) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
  - b) Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
  - c) Any event or circumstance of a nature analogous to any of the foregoing.
- 24.6. **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:
- a) Unavailability, late delivery
  - b) Delay in the performance of any contractor, sub-contractors or their agents;
- 24.7. **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.

## **ARTICLE – 25: CONTRACT OBLIGATIONS**

- 25.1. Once the contract is confirmed and signed, the terms and conditions contained therein shall take

precedence over the Bidder's bid and all previous correspondence.

#### **ARTICLE – 26: AMENDMENT TO THE AGREEMENT**

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

#### **ARTICLE – 27: USE OF AGREEMENT DOCUMENTS AND INFORMATION**

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

27.2. The Successful bidder shall not without prior written consent of TENDERER make use of any document or information made available for the project except for purposes of performing the Agreement.

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

#### **ARTICLE – 28: REPRESENTATION AND WARRANTIES**

28.1. Representations and Warranties by the Successful Bidder:

- a) It is a company 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. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof.
- b) To the Best of the Knowledge and belief of the successful bidder, 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.
- c) To the Best of the Knowledge and belief of the successful bidder, 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 successful bidder's ability to perform its obligations under the Agreement; and neither the 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).
- d) To the Best of the Knowledge and belief of the successful bidder, the successful bidder confirms that all representations and warranties of the Operator set forth in the Agreement are true, complete and correct in all respects.
- e) To the Best of the Knowledge and belief of the successful bidder, no information given by the successful bidder in relation to the Agreement, project documents or any document comprising

security contains any material wrong-statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of the TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.

- f) All equipment including replacement parts, spares and any other material to be installed, used by the successful bidder in the TENDERER's Network 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.

#### 28.2. Representations and Warranties by the TENDERER

- a) It has full legal right; power and authority to execute the state wide SASGUJ network project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
- b) The Agreement has been duly authorized, executed and delivered by the TENDERER and constitutes valid, legal and binding obligation of the TENDERER.
- c) 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 the TENDERER, its assets or its administration.

### **ARTICLE – 29: RESOLUTION OF DISPUTES**

- 29.1. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 29.2. 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.
- 29.3. The place of the arbitration shall be Gandhinagar, Gujarat.
- 29.4. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 29.5. The proceedings of arbitration shall be in English language.
- 29.6. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 29.7. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

### **ARTICLE – 30: TAXES & DUTIES**

- 30.1. Successful Bidder is liable for all applicable taxes and duties at actual & will be paid by the TENDERER at the time of releasing the payments.

### **ARTICLE – 31: BOOKS & RECORDS**

- 31.1. Successful bidder shall maintain adequate Documents Related to project's physical materials &



equipment for inspection and audit by the TENDERER/GIL or its nominated agency during the terms of Contract until expiry of the performance guarantee.

#### **ARTICLE – 32: PERFORMANCE GUARANTEE**

- 32.1. The Successful bidder shall furnish Performance Guarantee as provided in the bid document to the TENDERER for an amount equal to 10% of the value of Order.
- 32.2. The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order / LOI towards faithful performance of the contract obligation, and performance of the services during contract period. In case of poor and unsatisfactory field services, the TENDERER shall invoke the PBG.
- 32.3. 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 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time in the prescribed format provided by DST/GIL attached herewith as a annexure to the RFP document to be submitted Within 15 working days of receipt of award.
- 32.4. The Performance Guarantee shall be discharged by the TENDERER and returned to the successful bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

#### **ARTICLE – 33: PAYMENT TERMS**

- 33.1. **Quarterly Bill process against the services provided by bidder as per the Terms and Conditions of Service Level Agreement (SLA)**
- 33.2. **The Commissioning Date will be the date from which the TENDERER starts using the particular Commissioned link.** The billing for these links will start from the commissioning date till the end of the active quarter on pro-rata basis.
- 33.3. The successful bidder shall submit reports for link availability, downtime, usage, fault & rectification (if any) etc. for each link separately, as generated by its monitoring system on monthly basis.
- 33.4. In case of increase in bandwidth requirement with respect to the operational requirements of the TENDERER, the prices will be revised accordingly, as per the agreement. In case of any reduction in tariff from time to time due to whatever reasons, the corresponding benefit would be passed onto the TENDERER by the bidder.
- 33.5. The successful bidder's request for the payment shall be made at the end of each quarter by submission of invoices along with following supporting documents:
  - a) Performances statistics
  - b) Log of network parameters along with Service Down time calculation and uptime percentage.
  - c) Any other documents necessary in support of the services performances acceptable to the TENDERER.
- 33.6. **One time charges for each of the commissioned link shall be paid along with 1<sup>st</sup> quarterly invoice of those links.**
- 33.7. The TENDERER or its designated Agency shall verify all the supporting documents as prescribed and acceptable to the TENDERER.
- 33.8. On the receipt of such invoiced after verification by the TENDERER or its designated Agency.

- 33.9. The quarterly payment shall be released after deduction/levying of penalties (if any for non-compliance of SLA), TDS/or any other taxes to be deducted at source as per tax laws, the currency of payment shall be Indian Rupees.
- 33.10. If there is any deficiency in the performance of Contractual obligations on the part of the Successful bidder, the Successful bidder shall be liable for the imposition of appropriate penalties as specified in clause 36 of this section and the TENDERER shall be entitled to deduct such Penalties at source while making payment to the successful bidder for the services provided.
- 33.11. The successful bidder will have to bear the consequences of any change, i.e. in taxes or laws

#### **ARTICLE – 34: COMMERCIAL ISSUES**

- 34.1. The successful bidder shall be responsible for monitoring of Bandwidth and coordination with System Integrator selected by the TENDERER and upkeep of the bandwidth during the period of Agreement. The successful bidder shall take all necessary steps for restoration of bandwidth in case of any problem and shall report to the TENDERER in writing regarding the action taken.
- 34.2. In the event, the bandwidth requirement by the TENDERER exceeds the bandwidth capacity supplied, the TENDERER at their discretion may request the successful bidder to arrange for such additional bandwidth. When so requested, the successful bidder will facilitate to provide additional bandwidth on behalf of the TENDERER and as per the requirement of the TENDERER within 1 weeks. The payment of such additional bandwidth shall be done based on the price discovered in the Price Bid or as approved by the TENDERER shall be made to the Successful bidder.
- 34.3. Number of locations - The TENDERER at their discretion can increase or decrease the number of locations after the signing of the Agreement and adjust the payments proportionately.

#### **ARTICLE – 35: SERVICE TERMS**

- 35.1. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 35.2. It is mandatory for the Bidder to deploy qualified professional to install, commission & maintain the Circuits, as defined under scope of work.
- 35.3. The Bidder will have to carry out reinstallation or shifting of the Local Leas Circuit and related equipment 'Free of Cost', to a maximum distance of 100 meters, for distance beyond 100 meters the link will be considered as a new link and the charges shall be paid in accordance to the price bid.
- 35.4. The Bidder need to manage & maintain various records related to the services extended to the Government.
- 35.5. If required, the Bidder may need to coordinate and approach various agencies working for the TENDERER.
- 35.6. The bidder needs to maintain the required security of the network as per the Security guidelines of DoT/TRAI and its revision from time to time.
- 35.7. The Bidder is responsible to maintain the documentation on the progress of the work and will have to update the same on weekly basis. Successful bidder will have to submit the progress reports regularly, as per the guide line issued by the TENDERER.
- 35.8. In case of outages, 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.
- 35.9. All expenses related to cable/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Bidder as part of Contract Agreement.

- 35.10. The Bidder needs to make alternate arrangement in case of major failure happens in the network, due to which services may be effecting for longer period.
- 35.11. Bidder shall submit test procedures covering various test cases and expected results of these tests relating to various links being commissioned for the network. These should be uploaded along with the technical bids. These tests shall cover all the parameters which are required to be tested as per ITU, TEC standards.
- 35.12. Bidder shall submit details of various reports generated by NMS like link availability, downtime, usage etc. which are required for link(s) monitoring.

#### **ARTICLE – 36: PENALTY CLAUSE**

##### 36.1. Penalties for delay in implementation:

- a) The successful bidder shall provide the services from the date of successful commissioning. In case of multiple locations, the date of successful commissioning for commencement of services for the locations of the client shall be mutually agreed between the Parties in writing and the roll out schedule for such multiple locations shall be appended. In case the services are not provided from the agreed successful commissioning date (except such delay in commencement of services is not due to any act of omission or commission of the successful bidder), liquidated damages will be levied @ 0.5% of the Quarterly Bill for delay of a day or part thereof, for the delayed site(s)/circuit(s), subject to the condition that the non-commissioning of the delayed link(s) /circuit(s) does not materially affect the performance and working of the circuits already commissioned. In other cases, when non-commissioning of a link/circuit affects materially the performance & working of other links / circuits, liquidated damages would be levied on all the affected links/circuits.
- b) The maximum Liquidated damages would be capped at 20% of the order value as per above and also the Successful bidder will be paid only from the date of actual commissioning of the link.
- c) If the TENDERER fails to provide space and related clearances for installation of the equipment/circuits/links at designated site /sites, within 30 days from written instructions given to the successful bidder, to carry out the job as per the agreement terms, as a result of which the installation of the equipment/circuits/links is delayed and the Successful bidder is not able to adhere to the schedule for completing the Acceptance Tests. In such an event, the Successful bidder will prove the Acceptance Test with the completed sites and if the tests are accomplished within the scheduled time according to the Third-Party Agency then the Successful bidder will be deemed to have completed the Acceptance Test according to the schedule and the TENDERER will be required to pay the Successful bidder as per agreement terms.

36.2. **Operational Penalties:** The successful bidder shall be responsible for maintaining the desired performance and availability of the services. The Successful bidder should ensure the prompt service support during Contract period. The Successful bidder shall be responsible for maintaining the desired performance and availability of the system/ services. Operational penalty will be imposed for each 'Hour' delay or part thereof delay, until actual availability of agreed Leased Bandwidth. The overall penalty cap would be 10% of the Quarterly Invoiced amount. If the Successful bidder fails to provide services as specified above, the following penalty will be imposed. And shall be recovered from the dues payable quarterly to the successful bidder.

- a) **Leased Line Links:**

S/N	Uptime	Penalty
1	99.50% or better	No Penalty
2	99.49% to 99.00 %	Rs. 1,000/- per link per hour beyond agreed down time or Part thereof
3	98.99% to 98.50%	Rs. 2,000/- per link per hour beyond agreed down time or Part thereof
4	Below 98.50%	Rs. 5,000/- per link per hour beyond agreed down time or Part thereof

Note: If any link is down for than three days in a quarter, the same shall be treated as non-availability of the link and payment for the said duration will not be considered in the quarterly payments.

b) **Latency and Packet Loss:**

S/N	Network Segment	Threshold	Penalty
1	Leased line link	Latency 50 ms	Rs. 5000/- (beyond agreed quarterly down time) per Link per Hour or part thereof.
2	Packet Loss across any Network Link	Less Than 1%	If the Packet Loss is not resolved within 6 Hour, Rs. 1000 per instance per Hour or part thereof

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

- ⇒ Downtime due to 'planned outage' for which prior approval has been given by the TENDERER.
- ⇒ The uptime or Downtime calculation will not include any down time related to any media & its equipment, which are not provided/ installed by the Successful bidder.
- ⇒ The downtime caused due to problems related to non-availability of power, due to switch off / failure of power and/ or power fluctuations, hardware failure due to above.

**Note:** For any planned downtime, the Successful bidder will inform the TENDERER, in writing at least 7 working days in advance and will take prior written permission. All planned activities for which downtime is required would be carried out in non-peak hours only and it is desirable to carry out such activities during non-working hours and off day i.e. public holiday only.

**ARTICLE – 37: APPROVALS / CLEARANCES**

- 37.1. Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the Bidder, in case if any assistance is required from the TENDERER the same shall be extended accordingly after due consideration.
- 37.2. Necessary approvals / clearances from concerned authorities, as required, for fire protection, government duties / taxes are to be obtained by the Bidder.
- 37.3. Necessary approvals / clearances, from concerned authorities (like Nagarpalikas, Public Works Department (PWD), Department of Irrigation, State Electricity Board etc. for "Right of way"), as required, are to be obtained by the Successful bidder for laying their own cables to meet system requirements.
- 37.4. Necessary approvals/ clearances from DoT/TEC/TRAI/ Concerned authorities, for establishing the network and connecting different Network elements shall be obtained by the Bidder.

**ARTICLE – 38: PROJECT IMPLEMENTATION**

- 38.1. The TENDERER or its designated agency or a Third-Party Agency will carry out all inspection and testing and acceptance of work done by the successful bidder. All Invoices, Vouchers, Bills for supplied goods and services by the Successful bidder under the scope of the work will be verified

measured and accepted by such designated agency/TPA, for release of payment.

- 38.2. As part of implementation phase the Successful bidder shall provide details of equipment that will be incorporated in the proposed system, material and manpower as required. The location for storing spare parts and quantity, if any, there on should also be clearly indicated.
- 38.3. The Successful bidder will implement the project strictly as per the plan approved by the TENDERER. The Successful bidder shall install and implement the proposed system at such locations as may be selected by the TENDERER as per the timelines mentioned in this RFP. The Successful bidder will have to complete provisional Final Acceptance Test of the equipment to the satisfaction of the TENDERER. This period may be extended depending upon the fulfilment of Conditions Precedent.
- 38.4. The Successful bidder shall provide the necessary technical support, Standard Operating Procedure (SOP) and other information to the TENDERER and its user organizations in implementing the proposed system applications. The TENDERER at any time during the currency of the Agreement should have access to all the proposed sites.
- 38.5. 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 associated department(s)/organizations. It will be the responsibility of the Successful bidder to co-ordinate with all other stakeholders working with the TENDERER in order to obtain NOC required to execute the job.
- 38.6. The Successful bidder shall not disturb or damage the existing network of communication if any. If in case any damage to the network is done, the same shall be corrected with no extra cost to the TENDERER. The Successful bidder shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.
- 38.7. In case of the material/solution supplied and installed is rejected owing to its non-conformity to the specification or due to the poor quality of workmanship, the same shall be replaced promptly.
- 38.8. The 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 the TENDERER.
- 38.9. Any damage caused to the property of the TENDERER or any other department/agency while executing the job shall be sole responsibility of Successful bidder. In case any damage to the property is caused, the same will be recovered from the Successful bidder. No extra cost shall be paid to the Successful bidder for such reasons.
- 38.10. The Successful bidder shall have to furnish the documentation of the work undertaken in consultation with the TENDERER/TPA representative. Three sets of such documentation should be provided before the issue of completion certificate.
- 38.11. It is a turnkey project. The Successful bidder shall be fully responsible for implementing the Project in totality and should include the items and their prices, if not included in Schedule of Requirement to complete the project on turnkey basis. Any claim whatsoever in this regard will not be entertained later on.
- 38.12. In the event of the delay in delivery of contracted services or services is not satisfactory the TENDERER, may procure goods/ services from else ware as prescribed in bid and Successful bidder shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the Successful bidder.
- 38.13. The TENDERER or its representatives reserves the right to visit any working site of the Successful bidder with prior intimation. The concern Successful bidder has to make necessary arrangement for

the same.

- 38.14. The Successful bidder shall be responsible for taking required insurance for all of their representations working on the site at their own cost. The TENDERER will not be responsible for any loss or damage to any of the representatives of the Successful bidder during the said contract.
- 38.15. All work shall be performed and executed by the Successful bidder in strict conformity with the representative from the TENDERER and any relative instruction issued to the Successful bidder from time to time.
- 38.16. The TENDERER shall associate few engineers / technicians during installation and commissioning work. The Successful bidder shall ensure proper participation of the nominated personnel from the TENDERER's End and train them on the related system.
- 38.17. The Successful bidder, will have to coordinate with the various stakeholder and Operators engaged with the TENDERER for timely completion & commissioning of sites.

#### **ARTICLE – 39: ACCEPTANCE TEST**

- 39.1. Acceptance Test will be conducted in as follows:
  - a. The successful bidder shall intimate the TENDERER about provisioning of bandwidth at the designated site(s) at least one week in advance so that necessary Inspection/testing required can be organized.
  - b. Final Acceptance Test (FAT): After successful installation of the System in accordance with the requirements as mentioned in Schedule of Requirement, Final Acceptance Test will be conducted based on the successful link discovery in the NMS. After successful testing by the designated Agency appointed by the TENDERER, Acceptance Test Certificate will be issued by such agency which shall be considered as the successful commissioning of the required links.
  - c. Type of test: As per TEC, acceptance test to be conducted on leased line and provision of testing equipment to conduct such test will be provided by the Successful bidder. **The Successful bidder will provide necessary technical support to the TENDERER's staff to carry out the test.**
  - d. The date on which Acceptance certificate is issued shall be deemed to be the date of successful commissioning of the System. Any delay by the Successful bidder in the Acceptance Testing shall render the Successful bidder liable to the imposition of appropriate Penalties.

#### **ARTICLE – 40: INSTALLATION REQUIREMENTS**

- 40.1. The Successful bidder needs to pull necessary media/cables up to required place, using approved PVC Piping/Channel/CAT6 or Fiber Cable and required necessary media convertors.
- 40.2. The necessary Civil & Electrical work has to be carried out by the Successful bidder as may be required for the delivery of the services as per the scope of work. The TENDERER will not reimburse any cost towards the same. The Successful bidder need to take necessary permission if require from concerned authority. The TENDERER will only provide space and RAW power at each of its node.

#### **ARTICLE – 41: INSTALLATION OF ADDITIONAL HARDWARE (IF APPLICABLE)**

- 41.1. During the currency of the Agreement, for any additional requirement of equipment including interface equipment's/ devices will be provided by the successful bidder. The TENDERER or its designated Agency will verify suitability of the specifications of such equipment's/devices installed by Successful bidder and recommend for acceptance. The Successful bidder will be obligated to undertake integration, operation and maintenance for all additional equipment if required.

#### **ARTICLE – 42: THIRD PARTY AGENCY**

- 42.1. The TENDERER, shall appoint a Third-Party Agency, which would monitor the project during its implementation, commissioning and operation. The Third-Party Agency will also conduct Final Acceptance Test as per the technical requirement of the Agreement and will issue the Certificate of Completion of each proposed site. Third Party Agency will verify the services provided by the Successful bidder under the Agreement. The Successful bidder will have to coordinate and co-operate with such Third-Party Agency.

#### **ARTICLE – 43: SUPPORT FROM EXTERNAL AGENCY (IF APPLICABLE)**

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

#### **ARTICLE – 44: TERMINATION OF SERVICE**

- 44.1. **Termination by the TENDERER** – As the continuity of connectivity is one of the major issues to any public service communication, the TENDERER reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 15 days' notice in writing if: -
- a) The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
  - b) In case the TENDERER finds illegal use of connections, hardware, software tools, manpower etc. that are dedicated to the TENDERER'S project(s);
  - c) In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;
  - d) In case any connectivity link is down under the responsibility of successful bidder for more than 7 days continuously;
- 44.2. **Termination by Successful bidder** –The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days' notice if the payment to the Successful bidder is due for more than 2 (two) consecutive quarters.
- a) **Conditions of Termination** –
    - ⇒ 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.
    - ⇒ 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.
    - ⇒ During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavor to remedy the default which gave rise to the commencement of such notice period.

#### **ARTICLE – 45: PROVISION OF SPACE / UTILITIES**

- 45.1. Necessary electrical AC power supply at every site will be provided for the Successful bidder by the TENDERER.
- 45.2. The TENDERER may decide at its discretion to change the location of sites during implementation or after implementation but during the Agreement period. The services shall be operational within a period of 15 days from the date the said request is made by the TENDERER.
- 45.3. The TENDERER shall reimburse the actual cost of relocation incurred by the Successful bidder as verified by the its designated Agency.
- 45.4. The entry and exit to the site for the equipment and personnel of the Successful bidder shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located.
- 45.5. The TENDERER shall allow or obtain the required permission to enable the successful bidder employees or its authorized personnel to enter in the premises where the Services are provided for related activities. This shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located.

#### **ARTICLE – 46: LIMITATION OF LIABILITY**

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



***SECTION:5***

***PRICE BID***

## Section 5: Price Bid Format

Bandwidth (in Mbps)	10	20	30	40	50	60	70	80	90	100	200	250	300	500	1000	1500
Distance	Annual Rental charges in multiples of '1000'															
up to 2km	19	25	35	50	65	75	85	95	100	120	180	204	210	240	330	390
2-5km	24	31	50	60	80	90	100	115	120	130	200	221	228	260	358	423
5-10km	37	45	60	75	90	100	115	130	135	145	232	247	254	290	399	471
10-15km	44	52	68	85	100	110	130	145	155	160	256	272	280	320	440	520
15-20km	52	60	80	95	110	120	145	160	170	175	280	298	306	350	481	569
20-25km	58	70	90	105	125	135	160	170	180	190	304	323	333	380	523	618
25-30km	63	80	100	120	140	150	170	185	195	200	320	340	350	400	550	650
30-40km	70	90	110	135	155	165	180	195	200	210	336	357	368	420	578	683
40-50km	80	100	127	146	165	180	195	205	210	220	352	374	385	440	605	715
<b>Uniform Premium/Discount Rate (in percentage) for all the line items -&gt;</b>																

**Note:**

- ⇒ Bandwidth requirement mentioned above is for bid evaluation purpose only. Order will be placed as per the actual requirement.
- ⇒ Last mile should be on Optical fiber only (Underground / Overhead with required regulatory and legal compliances) terminating at Media equipment of the TENDERER.
- ⇒ Above mentioned rates are exclusive of taxes and the same shall be paid on actual basis.
- ⇒ An amount of Rs. 1 Lac shall be paid extra as “one time charges” for the links with distance up to 10 Km and Rs. 2 Lac for the links with distance beyond 10 Km. Further, one time charges shall not be considered while arriving at the L1 bidder.
- ⇒ L1 will be the lowest cost to the TENDERER i.e. qualified bidders with Highest Uniform Discounting rate.
- ⇒ The quoted price will be treated as a rate contract and the prices shall be valid for a period of five years.
- ⇒ Non-acceptance of the above condition(s) or Conditional bid shall be rejected.
- ⇒ Bidder has to mention Applicable tax (GST) and upload separate document for the same. At the time of payment actual Applicable tax (GST) will be paid.

***SECTION:6***

***ANNEXURE'S AND FORMATS***

**“Form-A: FINANCIAL CAPABILITIES”**

Turnover			
Name Of the Bidder:	2013 –2014	2014 –2015	2015 –2016

**Note:**

1. Upload the audited financial statement/ audited annual report of the last three financial years.
2. Annual financial turnover during the last three years is \_\_\_\_ Crore (each year) on account of required services. Bidder shall upload documentary evidence.

**“Form-B: TECHNICAL CAPABILITIES”**

S/N	Client Name	Project Name	Nature of Assignment	Project Details (as per Eligibility Criteria)	Contact details
1					
2					
3					
4					
5					

**Note:**

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

**“FORM-C: COMPLIANCE STATEMENT “**

S/N	RFP Clause No.	RFP Clause	Complied / Not Complied	Comments
1				
2				
3				
4				

Note: The Clause by Clause Technical Compliance should be submitted by bidder duly signed by **Authorized Signatory**.

## **“FORM-D: BID LETTER FORM”**

(Shall be submitted on Bidder’s letterhead duly signed by Authorized signatory)

**Date:**

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

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

**Ref: “Request for proposal (RFP) for Selection of Implementing Agency for Supply, Installation & commissioning of Leased Bandwidth for Safe & Secure, Gujarat - SASGUJ”**

Dear Sir,

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

We wish to inform you we have examined the bidding documents, we the undersigned, offer to provide the services as detailed in the above-mentioned bid submitted by us.

If our Bid is accepted, we undertake to;

1. Execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time)
2. Provide the requisite services within the time frame as defined in the bid documents (and as amended from time to time)
3. Maintain validity of the Bid for a period of 180 Days from the date of Bid submission or as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Thanking you,

For <<Name of the bidder>>  
<<Authorized Signatory>>  
<<Stamp of the bidder>>

**FORM-E: Format of Earnest Money Deposit in the form of Bank Guarantee**

Ref:

Bank Guarantee No.

Date:

To,

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender for **Selection of Implementing Agency for Supply, Installation & commissioning of Leased Bandwidth for Safe & Secure, Gujarat - SASGUJ, KNOW ALL MEN** by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Home Department/GIL in the sum of ----- for which payment well and truly to be made to Home Department/GIL, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2017.

**THE CONDITIONS of this obligation are:**

1. The E.M.D. may be forfeited:
  - a. if a Bidder withdraws its bid during the period of bid validity
  - b. Bidder does not respond to requests for clarification of their Bid;
  - c. Bidder fails to co-operate in the Bid evaluation process
  - d. Bidder is found to be involved in fraudulent and corrupt practices and
  - e. In case of a successful Bidder, if the Bidder fails:
    - i. To sign the Contract as mentioned above within the time limit stipulated by purchaser or
    - ii. To furnish performance bank guarantee as mentioned above or
    - iii. If the bidder is found to be involved in fraudulent and corrupt practices.

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

This guarantee will remain valid up to 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 OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

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

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_

Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch & Its  
official Address

Approved Bank: 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

**Service Level Agreement (SLA's) for Supply,  
Installation & commissioning of Leased  
Bandwidth for Safe & Secure, Gujarat -  
SASGUJ**



This Service Level Agreement (hereinafter referred to as "Agreement") is effective from \_\_\_\_\_ Between M/s \_\_\_\_\_ Having its Head Office at " \_\_\_\_\_ ", and Home Department/GIL, having its office at \_\_\_\_\_ Gandhinagar (hereinafter referred to as "TENDERER").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

## **ARTICLE -1 Scope of Work**

### **1.1 Name of the Work**

Providing Leased Bandwidth for the SASGUJ Network at the locations mentioned in Annexure A and B as desired by the TENDERER and maintenance and management of Bandwidth for 24\*7\*365 days during the contract period.

### **1.2 Scope of the Work**

- i. Study of Proposed Network infrastructure
- ii. Technical design of the network components for the termination of required Bandwidth at the locations defined in Annexure A and B
- iii. The Successful bidder shall provide Bandwidth (Dedicated & Unshared) at the locations mentioned in Annexure A and B or at other location as desired by the TENDERER. The Successful bidder shall be responsible for local loop, media and any other hardware / software involved for making the services available at the locations specified as per the terms and conditions mentioned in SLA.

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

- i. The TENDERER will provide the centralized helpdesk; however, bidder shall make provisions for dedicated manpower to monitor all links and troubleshoot in case of downtimes. The Bidder shall book user complaints, auto incidents generated through NMS related to bandwidth.
- ii. The Successful bidder will co-ordinate with other agencies working for the TENDERER to resolve the interoperability issues.
- iii. The Successful bidder would manage and maintain necessary call records for administrative purposes.

## **ARTICLE -2 SERVICE TERMS**

### **2.1 General Terms**

- i. The contract shall remain in force till the expiry of contract period from \_\_/\_\_/\_\_\_\_ To \_\_/\_\_/\_\_\_\_, The TENDERER reserve the right to extend the period of validity for further period of 2 years on mutually agreed terms and condition for the extended period. The services under this contract shall have to render at the agreed remuneration. No extra remuneration shall be payable in case of delay of work by the Successful bidder.
- ii. The payment shall be made on the basis of availability of Bandwidth to the TENDERER and ITS User Department's through the SASGUJ Network. Bills shall be raised and sent to the TENDERER or its nominated agency/TPA for certification and recommendation and making the payment.
- iii. During the validity of the contract period, the Successful bidder shall render their services timely as per

requirement. In case of genuine reason, if Successful bidder is not in position to provide the leased Bandwidth as per SLA, the same shall be intimated well in advance to the TENDERER. In case of such delay and in absence of services, if the work is carried out through other agency, then the same shall be at the same cost of the Successful bidder.

- iv. In case of breach of any terms and condition the contract, the Successful bidder shall be given a notice to rectify it. However, if they fail to rectify it within 72 hours, then they will be liable to pay compensation to the TENDERER at the rate decided by the TENDERER and same shall be sufficient cause for termination of contract.
- v. The Successful bidder shall take required insurance for all of their representatives / engineers working on the site at their own cost. The TENDERER will not be responsible for any loss or damage to any of the representative of the third party during the said contract.
- vi. In case of natural calamities or some other Force Majeure any damage occurred to the properties and premises of the Successful bidder, for that the TENDERER would not be responsible.
- vii. In case of any dispute, decision of the TENDERER shall be final and binding to the agency.
- viii. The Successful bidder shall maintain service up-time i.e. availability of the bandwidth as per the terms and conditions defined in this document. The down time of any reasons other than force majeure circumstances/condition mentioned in Article -4 of this agreement will be considered as service down time for the purpose of calculation for bandwidth.
- ix. The Successful bidder shall submit Performance Bank Guarantee equivalent to 10% of the order value in the form of bank guarantee issued by of all Nationalized Bank including the public-sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.
- x. The Successful bidder is responsible to provide operational support to maintain the uptime of the services related to Bandwidth.
- xi. The Successful bidder is responsible to ensure uptime of the services as required by the TENDERER. Hence, the uptime for all the equipment / application software's / components used for the leased Bandwidth is the sole responsibility of the Successful bidder.
- xii. The 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 the TENDERER.
- xiii. Any damage caused to the property of the TENDERER or any other department 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 and no any extra cost shall be paid for such reasons.
- xiv. The Successful bidder will have to Monitor the Incoming and Outgoing traffic, Bandwidth utilization on daily basis, vis-à-vis thresholds and overflow. The Successful bidder will have to generate Daily usage log report for the same.
- xv. In case of any major changes, at the setup and at configuration level, the necessary document update in the form of Upgrade should be submitted by the Successful bidder to the TENDERER from time-to-time.
- xvi. It will be the responsibility of the bidder to maintain the logs as per the guidelines of DoT/TRAI and provide the same as and when required.
- xvii. The Bidder will have to ensure that the network is capable to show each and every IP address assigned to the end user of the Public Wi-Fi at the Central NOC, such that required Logs and Traffic details can be captured and maintained as per the guideline of DoT/TRAI from time to time
- xviii. Security Measures to be defined, established, implemented and managed in consultation with the TENDERER as per the requirements.

## **2.2 Approvals / Clearances**

- i. Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the Bidder, in case if any assistance is required from the TENDERER the same shall be extended accordingly after due consideration.
- ii. Necessary approvals / clearances from concerned authorities, as required, for fire protection, government duties /

taxes are to be obtained by the Bidder.

- iii. Necessary approvals / clearances, from concerned authorities (like Nagarpalikas, Public Works Department (PWD), Department of Irrigation, State Electricity Board etc. for "Right of way"), as required, are to be obtained by the Successful bidder for laying their own cables to meet system requirements.
- iv. Necessary approvals/ clearances from DoT/TEC/TRAI/ Concerned authorities, for establishing the network and connecting different Network elements shall be obtained by the Bidder.

### **2.3 Amendment to the Agreement**

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

### **2.4 Use of Agreement Documents and Information**

- i. The Successful bidder shall not without prior written consent from the TENDERER disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of TENDERER in connection therewith to any person other than the person employed by the successful bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- ii. The Successful bidder shall not without prior written consent of TENDERER make use of any document or information made available for the project except for purposes of performing the Agreement.
- iii. All project related documents issued by TENDERER other than the Agreement itself shall remain the property of TENDERER and Originals and all copies shall be returned to TENDERER on completion of the Successful bidder's performance under the Agreement, if so required by the TENDERER.

### **2.5 Resolution of Disputes**

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

### **2.6 Taxes and Duties**

Successful Bidder is liable for all applicable taxes and duties at actual & will be paid by the TENDERER at the time of releasing the payments.

### **2.7 Books and Records**

Successful bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by the TENDERER or any of its designated agencies during the terms

of Contract until expiry of the performance guarantee.

## **2.8 Performance Guarantee**

- i. The Successful bidder shall furnish Performance Guarantee as provided in the bid document to the TENDERER for an amount equal to 10% of the value of Order.
- ii. The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order / LOI towards faithful performance of the contract obligation, and performance of the services during contract period. In case of poor and unsatisfactory field services, the TENDERER shall invoke the PBG.
- iii. 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 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time in the prescribed format provided by DST/GIL attached herewith as a annexure to the RFP document to be submitted Within 15 working days of receipt of award.
- iv. The Performance Guarantee shall be discharged by the TENDERER and returned to the successful bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

## **2.9 Third Party Agency**

The TENDERER, shall appoint a Third-Party Agency, which would monitor the project during its implementation, commissioning and operation. The Third-Party Agency will also conduct Final Acceptance Test as per the technical requirement of the Agreement and will issue the Certificate of Completion of each proposed site. Third Party Agency will verify the services provided by the Successful bidder under the Agreement. The Successful bidder will have to coordinate and co-operate with such Third-Party Agency.

## **2.10 Support from External Agency**

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

## **2.11 Penalty Clause**

### **2.11.1 Penalties for delay in implementation:**

- i.) The successful bidder shall provide the services from the date of successful commissioning. In case of multiple locations, the date of successful commissioning for commencement of services for the locations of the client shall be mutually agreed between the Parties in writing and the roll out schedule for such multiple locations shall be appended. In case the services are not provided from the agreed successful commissioning date (except such delay in commencement of services is not due to any act of omission or commission of the successful bidder), liquidated damages will be levied @ 0.5% of the Quarterly Bill for delay of a day or part thereof, for the delayed site(s)/circuit(s), subject to the condition that the non-commissioning of the delayed link(s) /circuit(s) does not materially affect the performance and working of the circuits already commissioned. In other cases, when non-commissioning of a link/circuit

affects materially the performance & working of other links / circuits, liquidated damages would be levied on all the affected links/circuits.

ii.) The maximum Liquidated damages would be capped at 20% of the order value as per above and also the Successful bidder will be paid only from the date of actual commissioning of the link.

iii.) If the TENDERER fails to provide space and related clearances for installation of the equipment/circuits/links at designated site /sites, within 30 days from written instructions given to the successful bidder, to carry out the job as per the agreement terms, as a result of which the installation of the equipment/circuits/links is delayed and the Successful bidder is not able to adhere to the schedule for completing the Acceptance Tests. In such an event, the Successful bidder will prove the Acceptance Test with the completed sites and if the tests are accomplished within the scheduled time according to the Third-Party Agency then the Successful bidder will be deemed to have completed the Acceptance Test according to the schedule and the TENDERER will be required to pay the Successful bidder as per agreement terms.

### 2.11.2 Operational Penalties

The successful bidder shall be responsible for maintaining the desired performance and availability of the services. The Successful bidder should ensure the prompt service support during Contract period. The Successful bidder shall be responsible for maintaining the desired performance and availability of the system/ services. Operational penalty will be imposed for each 'Hour' delay or part thereof delay, until actual availability of agreed Leased Bandwidth. The overall penalty cap would be 10% of the Quarterly Invoiced amount. If the Successful bidder fails to provide services as specified above, the following penalty will be imposed. And shall be recovered from the dues payable quarterly to the successful bidder.

#### A) Leased Line Links:

S/N	Uptime	Penalty
1	99.50% or better	No Penalty
2	99.49% to 99.00 %	Rs. 1,000/- per link per hour beyond agreed down time or Part thereof
3	98.99% to 98.50%	Rs. 2,000/- per link per hour beyond agreed down time or Part thereof
4	Below 98.50%	Rs. 5,000/- per link per hour beyond agreed down time or Part thereof

Note: If any link is down for than three days in a quarter, the same shall be treated as non-availability of the link and payment for the said duration will not be considered in the quarterly payments.

#### B) Latency and Packet Loss:

S/N	Network Segment	Threshold	Penalty
1	Leased line link	Latency 50 ms	Rs. 5000/- (beyond agreed quarterly down time) per Link per Hour or part thereof.
2	Packet Loss across any Network Link	Less Than 1%	If the Packet Loss is not resolved within 6 Hour, Rs. 1000 per instance per Hour or part thereof

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

- Downtime due to 'planned outage' for which prior approval has been given by the TENDERER.

- The uptime or Downtime calculation will not include any down time related to any media & its equipment, which are not provided/ installed by the Successful bidder.
- The downtime caused due to problems related to non-availability of power, due to switch off / failure of power and/ or power fluctuations, hardware failure due to above.

**Note:** For any planned downtime, the Successful bidder will inform the TENDERER, in writing at least 7 working days in advance and will take prior written permission. All planned activities for which downtime is required would be carried out in non-peak hours only and it is desirable to carry out such activities during non-working hours and off day i.e. public holiday only.

## **2.12 FORCE MAJEURE**

**2.12.1** 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.

**2.12.2** 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 Successful bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Successful bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

**2.12.3 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:

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

- A. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- B. Explosion or chemical contamination (other than resulting from an act of war);
- C. Epidemic such as plague;
- D. Any event or circumstance of a nature analogous to any of the foregoing.

**2.12.5** Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including: Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:

- i. 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;
- ii. Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
- iii. Any event or circumstance of a nature analogous to any of the foregoing.

**2.12.6 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:

- a. Unavailability, late delivery
- b. Delay in the performance of any contractor, sub-contractors or their agents;

**2.12.7 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.

**2.13 PAYMENT TERMS**

The TENDERER agrees to pay Rs. \_\_\_\_\_ Only (In words) as annual service charges/ rental charges for, supply, Installation & commissioning of leased Bandwidth for the SASGUJ network and the mentioned Locations in the price bid. The cost is including Annual Maintenance Charges but does not include GST etc., the TENDERER shall pay it on actuals. The Successful bidder shall be paid the annual rental charges on quarterly basis.

At the end of each quarter, the successful bidder will submit the invoices to the TENDERER with necessary certificates and verification of the services extended. The same shall be verified and certified by the TPA/ Other Agency designated by the TENDERER, and submitted to the TENDERER.

**In Witness whereof, these parties to this Agreement have signed on \_\_\_\_\_ day of , 2017 by and in the in the presence of the following witnesses:**

**Signed by:  
Authorized Signatory  
TENDERER**

**Witnesses**

- 1.) \_\_\_\_\_
- 2.) \_\_\_\_\_
- 3.) \_\_\_\_\_

**The Successful bidder**

- 1.) \_\_\_\_\_
- 2.) \_\_\_\_\_
- 3.) \_\_\_\_\_