

RFP Document



GUJARAT INFORMATICS LIMITED
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar 382 010
Phone No: 079 - 23256022

**RFP for Selection of Implementing Agency for
Supply, Installation, Commissioning and O&M of
Leased Bandwidth for UIDAI Project on behalf of
Department of Science & Technology, Government
of Gujarat (Tender No. HWT080219536)**

Pre-bid Meeting: 15.02.2019 on 1500 hours

Last Date of Submission of Bid: 26.02.2019 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 26.02.2019 till 1500 hours

Date of Opening of Technical Bid: 26.02.2019 on 1700 hours

Bid Processing Fee: Rs. 1,770/-

DISCLAIMER

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

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

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

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

SECTION 1

KEY INFORMATION

&

INSTRUCTION

SECTION 1

1.1 Information Regarding RFP

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

- i. Bidder shall upload their bids on <https://www.gil.nprocure.com>
- ii. The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office.
- iii. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- iv. Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
- v. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office, the due date for submission of bids and opening of bids will be the next working day at the appointed time.
- vi. Services offered should be strictly as per requirements mentioned in this Bid document.
- vii. Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- viii. 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.
- ix. The bid submitted should be valid for a period of 180 days.
- x. The duration of the Contract period for this activity will be of 03 years.
- xi. In addition to this RFP, the following sections attached are part of Bid Documents.

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1.2 Instruction to the bidders for online bid submission

- i. Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gil.gujarat.gov.in and <https://gil.nprocure.com>
- ii. 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>
- iii. Bidders who wish to participate in this bid, will have to register on <https://gil.nprocure.com>, such bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can Sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

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

Important Dates

RFP for Selection of Agency to provide Technical support for UIDAI Project & related activities on behalf of Department of Science & Technology, Government of Gujarat		
1.	Contract Period	03 (Three) Years
2.	Pre-Bid Meeting	15.02.2019 at 1500 hours
3.	Venue of Pre-Bid Meeting	Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
4.	Bid Due date	26.02.2019 till 1500 hours
5.	Date of Opening of Un-priced bid & Technical stage	26.02.2019 at 1700 hours
6.	Date & Time of opening of Commercial stage	Will be intimated to the qualified bidders at a later date.
7.	Venue of opening of Technical & Commercial Bid/s	Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
8.	Bid Processing Fees (Non-refundable)	Rs. 1,770/- (One Thousand Seven Hundred Seventy Only)
9.	Bid security (EMD)	Rs. 48,000/- (Forty Eight Thousand Only)
10.	GIL Contact person	DGM (Technical)

DGM (Tech.)
Gujarat Informatics Limited
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar 382 010
Phone: 079 - 232 59239
E-mail: viveku@gujarat.gov.in

1.3 Abbreviations

ASA	<i>Authentication Service Agency</i>
AUA	<i>Authentication User Agency</i>
CIDR	<i>Central Identities Data Repository</i>
DST	Department of Science & Technology
GIL	Gujarat Informatics Limited
GoG	Government of Gujarat
KSA	KYC Service Agency (KSA)
KUA	KYC User Agency (KSA)
RFP	Request for Proposal
SLA	Service Level Agreement
UIDAI	Unique Identification Authority of India

1.4 Definitions

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

1. "Applicable Law" means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
2. "Agreement" means the 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/changes/corrigendum's, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
3. "Aadhaar number holder" means an individual who has been issued an Aadhaar number under the Act
4. "Authentication" means the process by which the Aadhaar number along with demographic information or biometric information of an individual is submitted to the Central Identities Data Repository for its verification and such Repository verifies the correctness, or the lack thereof, based on information available with it.
5. "Authentication facility" means the facility provided by the Authority for verifying the identity information of an Aadhaar number holder through the process of authentication, by providing a Yes/ No response or e-KYC data, as applicable
6. "Authentication Service Agency" or "ASA" mean an entity providing necessary infrastructure for ensuring secure network connectivity and related services for enabling a requesting entity to perform authentication using the authentication facility provided by the Authority
7. "Authentication User Agency" or "AUA" means a requesting entity that uses the Yes/ No authentication facility provided by the Authority
8. "Authorized Representative/ Agency" shall mean any person/ agency authorized by either of the parties.
9. "Bidder" means any agency who fulfils the requirement laid in the RFP documents and possess the required expertise and experience as per the RFP document. 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 TENDERER signs the Service Level Agreement for executing the project.
10. "Central Identities Data Repository" or "CIDR" means a centralized database in one or more locations containing all Aadhaar numbers issued to Aadhaar number holders along with the corresponding demographic information and biometric information of such individuals and other information related thereto
11. "Contract" is used synonymously with Agreement.
12. "Contract Price" means the price payable to the bidder under the Contract for the complete and proper performance of its contractual obligations.

13. "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.
14. "Default Notice" means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
15. "Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive TENDERER of the benefits of free and open competition.
16. "Go Live Date" means the date on which the FAT of all the project components as per the Work order has been successfully completed and accepted by the TENDERER.
17. "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.
18. "LoI" means Letter of Intent, which constitutes the intention of the TENDERER to place the Purchase Order with the successful bidder.
19. "Operator" means the entity/company providing the services / executing the project under the Agreement and is used synonymous with Bidder/Successful Bidder.
20. "Period of Agreement" means 03 years period from signing of Contract.
21. "Request for Proposal", means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
22. "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.
23. "Site" means the location(s) for which the Contract will be signed and where the service shall be provided as per agreement.
24. "Service" means provision of Contracted service viz., development, operation, maintenance and associated services for the Project.
25. "Service Down Time" (SDT) means the period when specified services/network segments with specified technical and operational requirements as mentioned in this document are not available to TENDERER. The services shall be operational on all days of a year and 24- hours/ day with in the uptime specified in the Service Level Agreement (SLA). The services shall be considered as operational when all centers at all tiers/ levels are working, providing all/ specified services as mentioned in full capacity at all locations in the network.
26. "TENDERER" here shall mean "Gujarat Informatics Ltd. (GIL)".
27. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
28. "Third Party Agency" means any agency, if/as appointed by TENDERER for monitoring the Project during commissioning and operation.
29. "Unplanned downtime" means an instance other than the planned down time in which ordered services are not available to TENDERER.
30. "Uptime" means the period when specified services with specified technical and service standards as mentioned in in the RFP are available to TENDERER and its user organizations. The uptime will be calculated as follows:
"Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter"
31. "% Uptime" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
32. "Work order" shall mean a formal order issued by TENDERER to the successful bidder covering delivery timelines, SLA and other terms and conditions.

SECTION 2

INTRODUCTION
&
SCOPE OF WORK

SECTION 2

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Department of Science & Technology (DST), Gandhinagar (herein after referred to as the TENDERER) invites bids from eligible bidders for **Selection of Implementing Agency for Supply, Installation, Commissioning and O&M of Leased Bandwidth** for UIDAI Project in State of Gujarat.

2.1. Introduction

Aadhaar is a strategic policy tool for social and financial inclusion, public sector delivery reforms, managing fiscal budgets, increase convenience and promote hassle-free people-centric governance. Aadhaar can be used as a permanent Financial Address and facilitates financial inclusion of the underprivileged and weaker sections of the society and is therefore a tool of distributive justice and equality. The Aadhaar identity platform is one of the key pillars of the 'Digital India', wherein every resident of the country is provided with a unique identity. The Aadhaar program has already achieved several milestones and is by far the largest biometric based identification system in the world.

Aadhaar number is a 12-digit random number issued by the UIDAI ("Authority") to the residents of India after satisfying the verification process laid down by the Authority. Any individual, irrespective of age and gender, who is a resident of India, may voluntarily enroll to obtain Aadhaar number. Person willing to enroll must provide minimal demographic and biometric information during the enrolment process which is totally free of cost. Individual needs to enroll for Aadhaar only once and after de-duplication only one Aadhaar shall be generated, as the uniqueness is achieved through the process of demographic and biometric de-duplication.

Background

Department of Science & Technology, Government of Gujarat is an Authentication Service Agency (ASA) and Authentication User Agency (AUA) of UIDAI in the state of Gujarat and has signed MoU with UIDAI to extend the access of CIDR for providing Authentication and e-KYC services to the various line departments / Boards / Corporations of Government of Gujarat. These Line departments/boards/corporations are further registered as Sub-AUAs under the Department of Science and Technology, Government of Gujarat. Further, these Sub-AUAs are using Authentication and e-KYC services of UIDAI for providing various benefit to the actual beneficiary/citizens of the State.

- A. Various Line department/board/corporations under Government of Gujarat are registered utilizing the services of DST, GoG as Sub-AUA/KUA such as: -
1. Chief Electoral officer
 2. Revenue Department
 3. Education Department
 4. Food & Civil Supplies Department
 5. Social Justice and Empowerment Department

Other line departments/Sub-departments/Boards/Corporations are also looking forward to get registered with DST, GoG.

B. Aadhaar Authentication

Aadhaar Authentication means the process by which the Aadhaar number along with the demographic information or biometric information of an Aadhaar number holder is submitted to the Central Identities Data Repository (CIDR) for its verification and such repository verifies the correctness, or the lack thereof, based on the information available with it.

The purpose of Aadhaar Authentication is to provide a digital, online identity platform so that the identity of Aadhaar number holders can be validated instantly anytime, anywhere.

UIDAI offers Aadhaar-based authentication as a service that can be availed by requesting entities (government / public and private entities/agencies). This service from UIDAI can be utilized by the requesting entities to authenticate the identity of their customers / employees / other associates (based on the match of their personal identity information) before providing them access to their consumer services / subsidies/ benefits / business functions / premises.

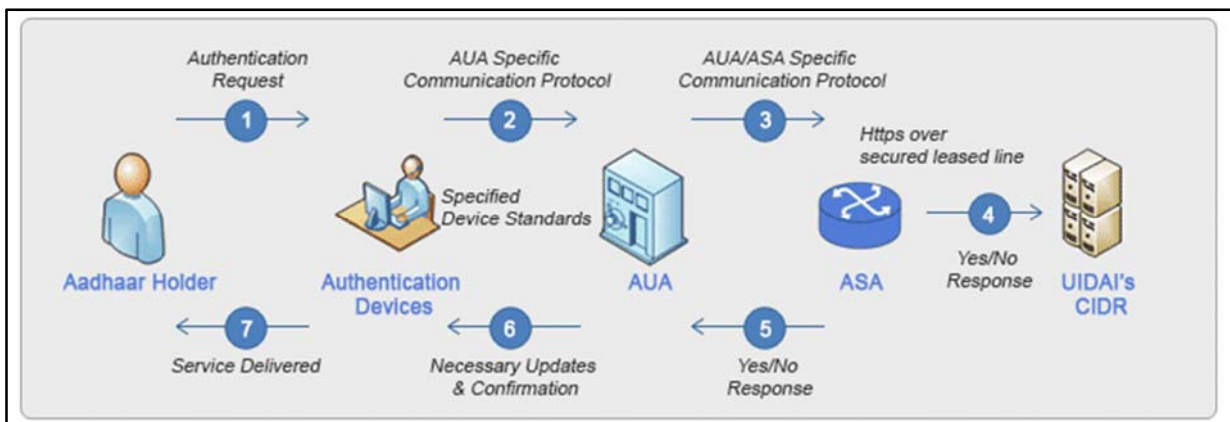
Modes of Authentication

The purpose of Authentication is to enable Aadhaar-holders to prove their identity without having to provide identity proof to avail the requisite benefits. Aadhaar Authentication is a convenient system wherein, Aadhaar number along with the Aadhaar holder's digital identity is submitted to UIDAI (Central Identities Data Repository-CIDR) for matching identity information available with it and provides the response as Yes/No only.

Authentication may be carried out through the following modes:

- *Demographic Authentication:*
- *One-time Pin based Authentication (OTP):*
- *Biometric-based Authentication:*
- *Multi-factor Authentication:* A combination of two or more of the above modes may be used for authentication.

This operating model outlines the actors involved in the Aadhaar Authentication ecosystem. The following figure identifies the key actors in the Aadhaar authentication model and depicts the data flow in which the key actors could engage with each other. The brief description of key actors and the scenarios in which they engage with each other are indicated in the figure below:



Authentication Service Agency (ASA) are agencies that offer their UIDAI-compliant connectivity as a service to requesting entities (such as AUAs/KUAs) and transmit their authentication requests to CIDR.

Authentication User Agency (AUA) is an entity engaged in providing Aadhaar Enabled Services to Aadhaar number Holder, using the authentication as facilitated by the Authentication Service Agency (ASA). An AUA may be government / public / private legal agency registered in India, that uses Aadhaar authentication services of UIDAI and sends authentication requests to enable its services / business functions.

Sub AUAs are agencies which use Aadhaar authentication to enable its services through an existing requesting entity. A requesting entity (such as AUA, KUA) connects to the CIDR through an ASA.

2.2. Scope of Work

Department of Science & Technology, Government of Gujarat (DST) is both ASA & AUA registered with UIDAI which enables it to provide Authentication/eKYC services to all the line departments/board/corporations of Government of Gujarat.

TENDERER desires to engage a bidder **for Supply, Installation, Commissioning and O&M of Leased Bandwidth** for UIDAI Project in State of Gujarat.

Bidder shall be responsible for, but not limited to, following activities:

1. The TENDERER intends to procure Leased bandwidth for the UIDAI Project. The details of the locations and required bandwidth is as per Annexures A to this document.
2. The bidder will have to provide the required bandwidth on 24x7x365 days basis.
3. A Service Level Agreement will be signed with the successful bidder. The same will be signed initially for a period of 3 years which may be extended on mutual terms.
4. 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.
5. 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.
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 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
9. The Bandwidth shall be supplied strictly in accordance with the specifications and SLA's as stated in this RFP.
10. The TENDERER or its designated agency will monitor the performance of the links during operation period.
11. The TENDERER or its designated agency will be responsible for verification, validation of all works/services under the terms & conditions of the agreement.
12. The payments to the Successful Bidder for the provisioned links will be made on quarterly basis.
13. The bidder has to provision and implement a Full Duplex Bandwidth as per Annexure A
14. The bidder will have to deliver the bandwidth on the device available at the respective locations (details provided in Annexure B)
15. The bidder shall ensure that the network deployed is IPV4 as well as IPV6 compliant.
16. The solution should be capable of supporting the communication requirement, which includes voice, video and data applications of the TENDERER over the contract period.
17. The bidder is not only required to provide Leased connectivity at the locations given in Annexure A, but also maintain and upgrade this connectivity for the entire contract duration.
18. 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.
19. 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.

20. 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.
21. The bidder will also be responsible of migration of provided leased bandwidth which may be due to change in location/DC at no additional costs
22. 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.

2.3. Operation and Management of the Network

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 3 years from the date of Go Live.
2. The bidder shall be responsible to monitor the system for the day to day operations and management through its own monitoring tool.
3. The Successful bidder will have to do the following task and activities but not limited to during the O&M period:
 - a. To do day to day check and monitor the Link availability and Network
 - b. Testing and troubleshooting of the Network and Links as and when required
 - c. Complaint, incidents resolutions as per the SLA terms and conditions
 - d. Monitoring of Bandwidth Utilization, identification of unusual traffic
 - e. Preparation & submission of MIS reports on regular basis as stated below and as and when asked by the TENDERER
4. MIS Reports:
 - a. The Bidder should submit the reports on a regular basis in a mutually decided format.
 - b. Soft copy of these reports shall be delivered/submitted via email/on paper at specific frequency and to the pre-decided list of recipients.
 - c. The Bidder should also submit certain information as part of periodic review as and when required by the TENDERER.
 - d. 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.

Weekly Reports	<ul style="list-style-type: none"> • Overall & link wise Bandwidth utilization.
Monthly Reports	<ul style="list-style-type: none"> • Consolidated SLA / (non)-conformance report • Log of preventive / scheduled maintenance undertaken • Log of break-fix maintenance undertaken • Network Utilization • Network Uptime Statistics & Threshold violation • Overall & link wise Bandwidth utilization.
Quarterly Reports	<ul style="list-style-type: none"> • Uptime, Downtime and performance report • SLA compliance Report for the Quarter

2.4. Technical Specifications

Leased Bandwidth:

1. Latency from point A to point B as defined in the Annexure's should not exceed 20ms
2. The bandwidth supplied should be symmetric, equal upload and download speed with 100 % throughput.
3. Up time guarantee must be 99.5 % failing which a relevant penalty will be applicable.
4. **Delivery of bandwidth:**
 - a. Installation & Commissioning of bandwidth: The Bidder is required to complete the Installation, commissioning of the dedicated leased bandwidth within 2 weeks from the date of LoI, as per locations specified in Annexure A.
 - b. The bidder network should have the redundancy to ensure the traffic reaches the respective District/City Control Center.
 - c. The Bidder will have to terminate the required bandwidth at the device provided by the TENDERER at the terminating locations as specified in Annexure B.
 - d. All costs to connect the links to end-to-end i.e. termination at the end device as per Annexure A has to be borne by the bidder. TENDERER will not pay or reimburse any last mile of extra work cost.

SECTION 3

ELIGIBILITY CRITERIA

SECTION 3

Eligibility Criteria

Sr. No.	Parameters	Attachments
1.	Bidder should be IT/ITeS Company registered under Indian Companies Act 1956/2013,	Certificates of incorporation & Self-Declaration Certificates
2.	The bidder should hold following valid licenses to operate: a) Class 'A' ISP license b) National Long Distance License c) Unified Access License All Licenses should be valid for at least 3 years from the date of Bidding..	Copy of valid Licenses
3.	The bidder must have one office in Gujarat.	Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / G.S.T. Registration / Valid Lease Agreement. In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.
4.	Bidder should not be blacklisted by any Ministry of Government of India or by Government of any other State in India or by Government of Gujarat or any of the Government PSUs at the time of bidding.	Self- Declaration Certificate/affidavit
5.	The Bidder should have a local Customer support Center which operates 24x7 and is capable of troubleshooting 24x7	A Self Certified letter with Address

Note:

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

Service Level Agreement, Penalties & Payment Terms

SECTION 4

Service Level Agreement, Penalty and Payment Terms

4.1. Service Level and Penalty Clause

SLA defines the terms of the successful bidder's responsibility in ensuring the performance on the agreed performance indicators as detailed in the agreement.

4.1.1. Implementation Penalties

- The Bidder is required to complete the Installation, commissioning of the leased bandwidth within 2 weeks from the date of Lol, as per locations specified in Annexure A.
- A penalty of Rs. 5000/- per day or part thereof shall be levied for delay beyond 2 weeks

4.1.2. 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:

Sr. No.	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 more 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:

SR. No.	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.

4.2. PROJECT IMPLEMENTATION

- i.) TENDERER or its designated agency shall monitor the Project and all acceptances and inspection of work will be undertaken by them. All Invoices, Vouchers, Bills for supplied services by the Bidder under the scope of the work will be verified measured and accepted by such designated agency to TENDERER, for release of payment.
- ii.) The Bidder shall arrange to obtain all statutory and regulatory permission (If any) at no cost to the Government of Gujarat.
- iii.) The Bidder shall not disturb or damage the existing infrastructure. If in case any damage to the network is done, the same shall be corrected with no extra cost. The Bidder shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.
- iv.) Any damage caused to the property of Government bodies/UIDAI/any other private bodies/individual while executing the job shall be solely Bidder's responsibility. In case any damage to the property is caused, the same will be recovered from the Bidders.
- v.) Bidder shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from TENDERER.
- vi.) The Bidder shall have to furnish the documentation of the work undertaken in consultation with TENDERER representatives.
- vii.) The Bidder shall be fully responsible for executing the Project in totality and should include the items and their prices, if not included in price bid to complete the project on turnkey basis. Any claim whatsoever in this regard will not be entertained later.
- viii.) TENDERER reserves the right to call upon the Bidder for any clarification, escalation, communication, review, etc. with prior intimation. The concern Bidder must make necessary arrangement for the same.
- ix.) The Bidder shall be responsible and take required insurance for all their assets and representatives working on the site at their own cost. TENDERER will not be responsible for any loss or damage to any of the asset or representatives of the Bidder during the said contract.
- x.) The bidder will have to maintain reasonable professional indemnity insurance, or such other insurances as required under applicable laws of India as per the requirement of project. On request, the bidder shall provide a confirmation from its insurers that such insurance is in place.
- xi.) All work shall be performed and executed by the Bidder in strict conformity with the engineer-in-charge / representative from TENDERER and any relative instruction issued to the Bidder by the Engineer-in-charge time to time.

4.3. Payments Terms

- i.) The payments to the successful bidder will be made **Quarterly** on acceptance of the invoice by the TENDERER or its designated agency.
- ii.) The successful bidder shall submit original copies of invoices along with the necessary supporting documents as may be required by the TENDERER for processing of invoices. Invoice should be raised in English language only.
- iii.) The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by the TENDERER or its designated agency.
- iv.) Payment shall be made in Indian Rupees. While making payment, necessary TDS, income tax and any other applicable tax, if any, shall be deducted.

SECTION 5

INSTRUCTIONS TO BIDDERS

SECTION 5

INSTRUCTIONS TO BIDDERS

1. The last date of submission of bid on the website <https://gil.nprocure.com> is **26.02.2019 up to 1500 Hrs.** No physical bids will be accepted under normal circumstances. However, GIL reserves the right to ask the bidders to submit the bid and/or any other documents in physical form.
2. The bid is non-transferable.
3. The successful bidder will have to supply & install and commission and carry out necessary integration if required as per RFP.
4. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
5. The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
6. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
7. Amendment of Bidding Documents (Corrigendum)
 - 7.1. At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents by amendment.
 - 7.2. The corrigendum will be published on website <https://gil.nprocure.com> & www.gil.gujarat.gov.in.
 - 7.3. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
8. Bid Currency - Prices shall be quoted in Indian Rupees only. Payment for the supply of equipments as specified in the agreement shall be made in Indian Rupees only.
9. **Language of Bid:** The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and GOG / 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.
10. The bidder will have to submit **Nonrefundable Bid Processing Fees of Rs. 1,770/- & Earnest Money Deposit (E.M.D.) of Rs. 48,000/- (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading **"Bid processing Fees & EMD for E-tender no HWT080219536 for Selection of Implementing Agency for Supply, Installation, Commissioning and O&M of Leased Bandwidth for UIDAI Project on behalf of Department of Science & Technology, Government of Gujarat.**
 - Bid processing fees must be in the form of Demand Draft in the name of **"Gujarat Informatics Ltd."** payable at Gandhinagar along with the covering letter.
 - EMD as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee **(which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics

Ltd.” payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

Note: Failing to submit physical covers of EMD and bid processing fees at GIL on or before **the last date & time of bid submission as mentioned in this RFP** may lead to the rejection of the bid.

11. In case of non-receipt of Bid processing fees & EMD as mentioned above in your bid will be rejected by GIL as non-responsive.
12. Unsuccessful bidder's E.M.D. will be returned as promptly as possible after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee as prescribed by GIL, whichever is earlier.
13. In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
14. The Successful bidder has to submit Performance Bank Guarantee @ 10 % of total order value within 15 days from the date of issue of Purchase order **for the duration of contract period + extra 3 months** from 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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
15. Successful Bidder will have to sign the contract upon receiving the confirmed purchase order with the purchaser(s) within 15 working days from the date of confirmed purchase order. (The draft is attached herewith).
16. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee as per bid terms.
17. The E.M.D. may be forfeited at the discretion of GoG / GIL, on account of one or more of the following reasons:
 - (a) If a Bidder withdraws its bid during the period of bid validity.
 - (b) If Bidder does not respond to requests for clarification of their Bid
 - (c) If Bidder fails to co-operate in the Bid evaluation process, and
 - (d) In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
18. **Termination for Default:**
 - 18.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder. Bidder will be given notice/cure period of 30 days, after that purchaser will terminate the Contract in whole or part after:
 - a) If the bidder fails to deliver any or all of the Goods as per the delivery schedule mentioned in the bid, or within any extension thereof granted by the Purchaser or
 - b) If the Bidder fails to perform any other obligation(s) under the Contract/Purchase order.
 - c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, 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 purchaser of the benefits of free and open competition;”

- 18.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 21.1 above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the contract to the extent not terminated.
19. If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.
20. Prices shall be inclusive of all freight, forwarding, transit insurance, installation, warranty and maintenance charges.
21. The prices shall strictly be submitted in the given format. Offered price should be inclusive of all applicable taxes and levies applicable such as Excise, Packing / Forwarding, Insurance etc for destination (anywhere in the Gujarat State). Discount if offered, should not be mentioned separately & it should be included in offered price. Quoted prices shall be inclusive of all taxes except GST. The tax components like GST as applicable shall be mentioned separately in the respective columns.
22. Any effort by a bidder or bidder’s agent\consultant or representative howsoever described to influence the GIL\GoG in any way concerning scrutiny\consideration\evaluation\comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
23. Late Bids: The bidder will not be able to submit the bid after final bid submission date and time.
24. Modification and Withdrawal of Bids
 - 24.1. The Bidder may modify or withdraw its bid before the due date of bid submission.
 - 24.2. No bid will be allowed to be modified subsequent to the final submission of bids.
 - 24.3. No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder’s E.M.D.
25. Bids will be opened with the buyer’s private digital key in the presence of Bidder’s representatives, who choose to attend. The Bidder’s representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this bid process. In the absence of the bidder(s), the Tender Committee may choose to open the bids as per the prescribed schedule.
26. The Bidder’s names, bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GoG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
27. **Evaluation of the Bids:**
 - 27.1. After the closing time of submission, GIL / GoG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next.
 - 27.2. GIL may seek clarifications if required on eligibility & technical section or may ask Bidder(s) for additional information to verify claims made in Un-Priced Bid documentation.

- 27.3. **The financial bid of the technically qualified bidders will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without tax with warranty and then called for further negotiations if required.**
28. **Delivery & Installation:** As per the SLA defined in Section 4.
29. In case of successful bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.
30. Bid validity will be of **180 days after the date of financial bid opening**. A bid valid for shorter period shall be rejected as non-responsive. **If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.**
31. **Penalty Clause:** As per the SLA defined in Section 4.
32. GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
33. GoG / GIL's Right to accept any Bid and to reject any or all Bids: GoG / GIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
34. **Limitation of Vendor's Liability:** Vendor's cumulative liability for its obligations under the contract shall not exceed the contract value and the vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
35. All correction/addition/deletion shall require authorized countersign.
36. Force Majeure Shall mean and be limited to the following:
- Fire, explosion, cyclone, earthquake, flood, tempest, lightning or other natural physical disaster;
 - War / hostilities, revolution, acts of public enemies, blockage or embargo;
 - Any law, order, Riot or Civil commotion, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations;
 - Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or;
 - Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order;
 - Any other circumstances beyond the control of the party affected;
- The BIDDER shall intimate Purchaser by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the order.
- Delivery & Installation period may be extended due to circumstances relating to Force Majeure by the Purchaser. Bidder shall not claim any further extension for delivery & installation or completion of work. Purchase / GoG shall not be liable to pay extra costs under any circumstances.
- The BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed deliverables, as stated elsewhere.
- It will be prerogative of Purchaser / GoG to take the decision on force major conditions and Purchaser decision will be binding to the bidder.

37. Resolution of Disputes:

- 37.1. 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.
- 37.2. 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.
- 37.3. The place of the arbitration shall be Gandhinagar, Gujarat.
- 37.4. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 37.5. The proceedings of arbitration shall be in English language.
- 37.6. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 37.7. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.
38. **Pre-bid Clarifications:** The Clarifications related to this RFP, if any, should be submitted in writing to GIL at least 1 day before pre-bid meeting date & time. Thereafter the clarifications received from the vendors will not be entertained.

Your bid should be submitted on website <https://gil.nprocure.com> on or before **15:00 Hours, 26.02.2019**.

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **26.02.2019 at 17:00 Hours at GIL, Block No. 2, 2nd Floor, Karmayogi Bhavan, Gandhinagar** in the presence of the committee members and representatives of the bidders, who have submitted valid bids. Only one representative from each bidder will be allowed to attend the tender opening. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

Please address all queries and correspondence to

Shri Vivek Upadhyay, DGM (Tech.),
Gujarat Informatics Limited
Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector 10A, Gandhinagar - 382010
Phone No. 079-23259239, Fax No. 079-23238925,
E-mail: viveku@gujarat.gov.in

Fax / Email should be followed by post confirmation copy.

SECTION 6

PRICE BID

Section 6

PRICE BID

FINANCIAL BID FORMAT

Schedule 1					
Sr. No.	Location		Leased Line Bandwidth	Annual Rental (in Rs W/o Tax)	Rate of GST (%)
	From	To			
1	SDC, Gandhinagar, Gujarat	UIDAI DC, Manesar, Haryana	10 Mbps		
Grand TOTAL					

Schedule 2					
Sr. No.	Location		Leased Line Bandwidth	Annual Rental (in Rs W/o Tax)	Rate of GST (%)
	From	To			
1	SDC, Gandhinagar, Gujarat	UIDAI DC, Hebbal, Karnataka	10 Mbps		
Grand TOTAL					

Note:

- Above charges should be exclusive of GST. The applicable rate of GST should be submitted separately in appropriate column.
- L1 will be the lowest of Schedule I & Schedule II separately.
NOTE: If the same bidder is selected in both schedules as L1, then the selected bidder shall provide two different Physical Circuits at SDC, Gandhinagar.
- Actual payment will be made on quarterly basis.
- Any variation / new levy in tax structure levied by State/ Central Govt. shall be taken into account.
- No separate Capex charges will be paid. The bidder need to factor such charges as a part of price bid.

SECTION 7

ANNEXURES

Section 7

Annexures

Annexure A

Sr. No.	From	To	Bandwidth
1.	SDC, Gandhinagar	UIDAI Manesar DC, Gurgaon, Haryana	10 Mbps
2.	SDC, Gandhinagar	UIDAI Data Center, Hebbal DC, Bangalore, Karnataka	10 Mbps

Annexure B

Sr. No.	Location	Terminating Device
1.	SDC, Gandhinagar	Cisco 2901/k9 with 4 ethernet ports
2.	UIDAI DC, Manesar	Cisco 2901/k9 with 2 ethernet ports
3.	UIDAI DC, Hebbal	Cisco 2901/k9 with 2 ethernet ports

SECTION 8

FORMATS

Section 7

Formats

Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

ELIGIBILITY CRITERIA

Form No. E1: Company Registration

Sr. No.	Name of Bidder	Address	Copy of Certificates of incorporation & Self-Declaration Certificates Submitted?
1			

Note: Please fill this form and upload the supporting documents.

Form No. E2: licenses to operate

Sr. No.	Name of Bidder	Copy of valid Licenses Submitted?
1		

Note: Please fill this form and upload the supporting documents.

Form No. E3: Office in GUJARAT

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				

Note: Please fill this form and upload the supporting documents