



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

**Request for Proposal for Selection of Consultants
from a reputed Consultancy Firm for Gujarat
Informatics Limited**

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 services offered under the project.
2. **Acceptance Test Document** means a document, which defines procedures for acceptance of 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 TENDERER signs the Service Level Agreement.
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. **Downtime** means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.
10. **Fraudulent Practice** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive the TENDERER of the benefits of free and open competition.
11. **GoG** shall stand for Government of Gujarat.
12. **Gol** shall stand for Government of India.
13. **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 bidder engaged in the same type of undertaking under the same or similar circumstances.
14. **GIL – Gujarat Informatics Limited (GIL)**
15. **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.
16. **Request for Proposal** means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
17. **Requirements** 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.
18. **Service** means provision of Contracted services for the TENDERER
19. **TENDERER** here shall mean Gujarat Informatics Limited (GIL), Government of Gujarat
20. **Termination Notice** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof

About GIL

Gujarat Informatics Ltd. (GIL) was established as the nodal agency for IT development in the state by the Government of Gujarat with a clear objective to promote IT and accelerate the process of e- Governance in the state. Along with the announcement of the IT policy, the Government has enabled GIL to effectively implement IT projects in the state. GIL is gaining significant ground with its endeavors for computerization of Government departments, training, developing applications and signing contracts with leading national and international companies.

GIL currently provides Government to Government (G2G) services like Enterprise Resource Planning (ERP), Integrated Workflow and Document Management System (IWDMS), Integrated Financial Management System (IFMS) etc. and Government to Citizen (G2C) services through Digital Gujarat. Additionally, GIL is working on Website and Portal development of various departments of Government of Gujarat and other small-scale projects.

Along with above mentioned roles, GIL is also providing Consultancy & TSP services to various GoG Department/ Offices for procurement of Hardware & Networking, SDC, CCTV & Smart Class, End User HW/SW IT solution and products.

Scope of Work

1 Project Management Support

- To provide consultancy support in any/all phases of the projects under GIL viz: initiation, planning, executing, controlling, monitoring, and transitioning while managing scope, time, risk etc. before, during and after implementation of any ICT/IT/ITeS projects.
- Bid Process Management Consultancy during any/all phases of Bid Process Management including preparation of Detailed Project Report (DPR), Business model, risk analysis, stakeholder analysis, RFP Preparation (requirement gathering/ functional requirement specifications/ implementation timelines/ defining service levels/ payment terms/contract finalization/ costing model etc.), pre- bid meetings, evaluation of bids (Pre-Qualification/ Technical/ Financial) etc.

2 Support in Cyber Security related operations and activities

- Providing expert technical advice for Defensive Cyber Operations
- Providing technical direction, interpretation and alternatives to complex problems related to Cybersecurity through Assessment.
- Recommend cybersecurity software & hardware tools for adoption and assist in procurement process of the same.
- Formulation of Cyber Security Policy, Data Security Policy.
- Recommendation of best industry practices with respect to Cyber Security, Security Operation Centre (SOC), Network Operation Centre (NOC) operations
- Leading and managing Security operations.
- Design and implementation of Security Operations Center (SOC).
- Suggesting on advance tools for Security Operation Center, advance persistent capabilities for SDC
- SLA Monitoring (wherever required)
- Payment verification and recommendations (wherever required)
- Bid preparation, bid process management, bid preparation and bid evaluation.
- Any other task which is assigned by GIL with respect to this vertical.

3 Support in Networking & Telecom Domain related operations and activities

- Propose and assist in implementation of the latest technology for increased network productivity & security.
- Formulation of Network Security Policy.
- Recommendation of best industry practices with respect to Network Security & Network Operation Centre (NOC) operations.
- Assist in examining the requirements of the complex network design and assist in identifying and fixing all onsite infrastructure issues.
- Recommend on latest networking protocols, architecture, and peripheral IT Infrastructure
- Consultancy during any/ all phases of the projection conceptualization/ design / architecture / analysis/ SLA monitoring etc.

- Recommend on performance improvement for Large / Medium/ Small- Networking/ LAN/ WAN, GSWAN etc.
- RCA and Suggest mitigation/resolution on GSWAN connectivity related matters
- Suggesting on advance tools for Network Security Operations
- Designing, overseeing the installation of telecom equipment and facilities, such as complex electronic switches, broadband data services, and satellite communications.
- Suggestions on Input and output devices, Telecommunication channels, Telecommunication processors, Telecommunication networks, Control software and protocols.
- Provide technical advice/guidance on telecommunication systems.
- Formation of policies for Telecom Domain related operations and activities
- SLA Monitoring (wherever required).
- Payment verification and recommendations (wherever required).
- DPR / RFP/ EoI/ ToR/ Proposal/ SoP preparation (wherever required)
- Provide end-to-end consultancy on all Telecom Domain related operations and activities
- Any other task which is assigned by GIL with respect to this vertical

4 Support in Data Center related operations and activities

- Planning and preparation of DPR / RFP/ EoI/ ToR/ Proposal/ SoP/ Policies for State Data Center
- Recommendation of best practices, tools, hardware and software infrastructure with respect to State Data Center, Server, Network, Storage, Security, Cloud Infrastructure, cloud computing trends and technologies, application performance monitoring, application sizing etc.
- Recommendation, planning and support on virtualization, storage hardware configuration, latest storage technology and devices, compute technology, and cloud technology.
- Recommendation, planning and support on DC/DR related activities and operations.
- SDC related requirement analysis and suggestions for course correction.
- Recommendation, planning and support on HCI, SDN, VDI & Virtualization related concepts and implementation
- SLA Monitoring (wherever required)
- Payment verification and recommendations (wherever required)
- Suggesting on advance tools for Security Operation Center, advance persistent capabilities for SDC
- Bid process management and bid evaluation.
- Any other task which is assigned by GIL with respect to this vertical

5 Vetting of Contract/ RFP/ DPR/ EoI/ ToR/ Proposals and other related documents:

Vetting of draft RFP/ Contract / Agreement clause which includes definitions, obligation, commercial liability, termination, waiver, force majeure, penal clause, amendments, survival cum protection clause, dispute& settlement, arbitration and such other that may relevant to the particular Contract /Agreement /RFP.

6 Functioning Activities:

- Assisting Departments for procuring Branded Hardware items
- Assisting GIL/Departments for finalizing AMC –Hardware
- Support in PoC required for any solution

- Preparation of PPTs, Proposal Documents, ToR, Concept Notes, SoPs and other related documentation as and when required by GIL.
- Preparation of vendor neutral configuration for hardware/software/licenses requirements

7 Apart from above, assisting GIL in all below listed activities:

End User HW/SW Procurement

- 1 Procurement of IT Hardware
- 2 Inspection of Hardware procured
- 3 SLA Monitoring
- 4 Payment verification and recommendations
- 5 Assisting Departments for finalizing AMCs etc.

Consultancy services for procurement, bid process management, consultation meetings for CCTV & Smart Class related infrastructure

- 1 Onboarding agencies for implementation and AMC services
- 2 Survey, understanding of requirements, Preparation of BoQ and estimate and bidding process for CCTV, Smart Class and other projects

Delivery and Documents

- 1 As per the time schedule agreed between parties for specific projects given to the Consultant(s) provided by consulting firm/company from time to time shall submit all the deliverables on due date as per the delivery schedule.
- 2 No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan, pattern, samples or other documents to any person other than entity employed by the affected party for the performance of the contract.
- 3 In case of the termination of the contact, all the documents prepared by the consulting firm/company under this contract shall become exclusive property of GIL.
- 4 Monthly Progress Report (MPR) shall be submitted by the bidder in each month post commencement of WO, for evaluation of activities performed by the resources at the end of the month.

Eligibility Criteria

S/N	Eligibility Criteria	Attachments
1.	Bidder should be a Company registered under Companies Registration act 1956/2013 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have presence in India for last 10 years.	Copy of the certificate of registration of firm should be enclosed.
2.	Bidder should have average annual turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service.	Copy of the last three years audited financial statements Audited Balance Sheet and CA Certificate. For FY 2021-22: In case of non-availability of audited annual accounts bidder may submit Provisional audited report with CA certificate.
3.	The Bidder should have successfully executed/ executing, at least 5 projects in IT/ ITeS/ ICT advisory or consultancy, in India in last 3 Years as on date of submission of bid having value more than 1 Crore (each). * IT/ ITeS/ ICT advisory or consultancy projects shall cover eGovernance projects, GPR-BPR projects, PMU/PMC for IT Advisory in smart city projects, PMU/PMC for IT Advisory for Data Center Projects, SWAN Projects, SoC Projects etc.	Work Orders / Client Certificates/ Completion Certificate confirming year, value and area of activity.
4.	The bidder should have more than 100 number of professional on its payroll.	Certificate from HR
5.	The Bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment.	Please attach the copy of any two of the following: Property tax bill / Electricity Bill / Telephone Bill / VAT / GST Registration /Lease agreement.
6.	Bidder should not be blacklisted/debarred by any Ministry of Government of India or by Government of any State in India or by any central/state Government Body's/PSUs at the time of bidding.	Self- Declaration Certificate/affidavit
7.	Bidder from a country which shares a land border with India will be eligible to bid in this tender only if they are registered with Competent Authority as per OM No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Gol.	Self-certification from bidder/Lead Bidder and consortium partner separately
8.	No Consortium will be allowed.	-

Note: In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in GeM, then RFP shall override the clauses/conditions mentioned on GeM.

Profile of Consultants

No.	Description	No. of Resources	Desired Qualification and Experience
1	Cyber Security Domain Expert	1	<ol style="list-style-type: none"> 1 Education qualification: Bachelor's (BE/ B.Tech) / Master's (ME/ M. Tech) Degree in CS/IT/EC or MCA 2 Certification: CISSP/ CISM/ GSLC/ CISA/ SANS GIAC /GCIH 3 Total no. of years of work experience: 07+ Years (out of which 03+ years should be relevant/domain specific experience) 4 Type of experience: <ul style="list-style-type: none"> ▪ Providing expert technical advice for Defensive Cyber Operations ▪ Technical expert to the Cybersecurity Assessment Program providing technical direction, interpretation and alternatives to complex problems. ▪ Recommend cybersecurity software & hardware tools for adoption and assist in procurement process of the same. ▪ Experience in leading and managing Security operations. ▪ Experience in design and implementation of Security Operations Center (SOC). ▪ Keen cyber threat-landscape interest and awareness ▪ Exposure of State Data Center, Server, Network, Storage, Security, Cloud Infrastructure. ▪ Knowledge of latest IT Infrastructure and cloud computing trends and technologies. ▪ Suggesting on advance tools for Security Operation Center, advance persistent capabilities for SDC. ▪ Hands-on experience of bid preparation, bid process management and bid evaluation.
2	Networking Domain Expert (having exposure of Telecom Domain also)	1	<ol style="list-style-type: none"> 1 Education qualification: Bachelor's (BE/ B.Tech) / Master's (ME/ M. Tech) Degree in CS/IT/EC or MCA 2 Certification: CCNA/CCNP/CCIE/CND/ CDCP 3 Total no. of years of work experience: 07+ Years (out of which 03+ years should be relevant/domain specific experience) 4 Type of experience: <ul style="list-style-type: none"> ▪ Propose and assist in implementation of the latest technology for increased network productivity. ▪ Assist in examining the requirements of the complex network design and assist in identifying and fixing all onsite infrastructure issues ▪ Knowledge of latest networking protocols, architecture, and peripheral IT Infrastructure ▪ Suggesting on advance tools for Network Security & Operations ▪ Knowledge of advance concepts of networking, SDC Components and ICT Hardware, etc. ▪ Hands-on experience of bid preparation, bid process management and bid evaluation.

			<ul style="list-style-type: none"> ▪ Having knowledge of Designing, overseeing the installation of telecom equipment and facilities, such as complex electronic switches, broadband data services, and satellite communications. ▪ Exposure of Input and output devices, Telecommunication channels, Telecommunication processors, Telecommunication networks, Control software and protocols. ▪ provide technical advice/ guidance on telecommunication systems. ▪ Hands-on experience of bid preparation, bid process management and bid evaluation.
3	Data Center Domain Expert	1	<p>Education qualification: Bachelor's (BE/ B.Tech) / Master's (ME/ M. Tech) Degree in CS/IT/EC or MCA</p> <p>Certification: ITIL/CDCP/CCNA/ CCNP/CCIE/CND</p> <p>Total no. of years of work experience: 07+ Years (out of which 03+ years should be relevant/domain specific experience)</p> <p>Type of experience:</p> <ul style="list-style-type: none"> ▪ Planning and preparation of RFP for State Data Center ▪ Exposure of State Data Center, Server, Network, Storage, Security, Cloud Infrastructure ▪ Knowledge of latest IT Infrastructure and cloud computing trends and technologies ▪ SDC related requirement analysis, DPR preparation ▪ Knowledge of SDC Components and ICT Hardware, etc. ▪ Recommendation of best practices, tools, hardware and software infrastructure with respect to State Data Center, Server, Network, Storage, Security, Cloud Infrastructure, cloud computing trends and technologies, application performance monitoring, application sizing etc. ▪ Recommendation, planning and support on virtualization, storage hardware configuration, latest storage technology and devices, compute technology, and cloud technology. ▪ Recommendation, planning and support on DC/DR related activities and operations. ▪ SDC related requirement analysis and suggestions for course correction. ▪ Recommendation, planning and support on HCI, SDN, VDI & Virtualization related concepts and implementation ▪ Hands-on experience of bid preparation, bid process management and bid evaluation.

- Team leader would be required during review meetings once a month.
- The Resources should be deployed at GIL/DST onsite at Gandhinagar Location.
- The resources should be available as per the GIL/DST working day's office timing.
- The maximum permissible number of leave is 18 per year (1.5 Leaves per Month).
- The proposed resources by bidder must be on the payroll of the bidder. In case,

the proposed resources are not on the payroll of the bidder at the time of bidding, bidder should give undertaking to hire the proposed resources on its payroll within 15 days from the date of empanelment.

- The Tenderer may ask the selected agency to provide additional resources of similar domain or any other domain as and when required. Payment for these additional resources can be mutually decided between the Tenderer and the selected agency but shall not exceed the highest man month rate quoted for any position. Selection process of additional resources shall be same as specified in the bid document.
- The selected agency shall provide and deploy dedicated on site manpower for the duration as defined above for carrying out the work, only those resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.
- The above resources will be selected by the authority based on a panel provided. If the authority doesn't select team from panel, a new panel will have to be provided.
- The selected agency shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- The Bidder is not allowed to replace those resources whose profile has been submitted at the time of bidding process/Technical Presentation. Non-availability of the proposed resources at the time of interview shall lead to disqualification of respective bidder.
- Further, post award of contract, in the event where the successful bidder is not able to retain the resources quoted in the bid, then the replacement must be pre-approved. For replacement, for every position, a panel consisting of 3 times the number of positions shall be submitted. The Tenderer has a right to reject entire panel and seek substitute panel in the same 3 times proportion. If bidder is planning to replace any resource he is required to intimate Tenderer at least two months in advance along with panel of likely replacement candidate to choose the substitution from the panel else penalties and pro-rata deduction in the quarterly fees will be made. We encourage the successful bidder to have a preapproved backup of resources for substitution for each of the team member.
- Prior Intimated Leave of absence will be allowed: 18 days per designated post in a Year. If a resource proceeding on leave or becoming absent is replaced with a resource approved by authority, then such substitution will not be treated as absence.
- In exceptional cases, the tenderer may allow longer period of absence without penalty, provided prior approval is obtained.
- During Project tenure, bidder may take a help of its available resources/experts in its organization for various subject matter works like vetting of documents, Finance, pricing table preparation etc., without any additional cost to the tenderer, in addition to the minimum onsite resources asked above.

Note: In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in GeM, then RFP shall override the clauses/conditions mentioned on GeM. For any clarification in details, kindly follow the RFP.

Methodology of Selection

1. BID EVALUATION PROCESS

The TENDERER will form a Committee, which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.

I. Pre-Qualification evaluation:

Bidders who have submitted the valid EMD and other eligibility documents shall be considered for further evaluation. If bidders fail to submit the bid security other eligibility documents as per this RFP document, the Bid shall be out rightly rejected.

II. Technical Bid Evaluation:

The technical bids of the bidders who comply with the eligibility criteria mentioned in this RFP will be invited for personal interview at a date, time and location notified by the TENDERER.

S/N	Criteria	Max. Marks
1.	The Bidder should have full time professionals on its payroll as on bid issuance date. <ul style="list-style-type: none"> • 100 to 250 professionals = 5 marks • 251 to 500 Professionals = 8 marks • More than 500 Professionals = 10 marks 	10
2.	The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2019-20, 2020-21, 2021-22) from Consultancy Service. <ul style="list-style-type: none"> • Turnover 100 Cr to 200 Cr. : 4 marks • Turnover More than 200 Cr to 300 Cr :6 marks • More than 300 Cr: 10 marks 	10
3.	The bidder should have office in Gujarat = 5 marks Not office in Gujarat = 0 marks	5
4.	Personnel interview of proposed manpower (break up as under)	75
Total marks		100

Personnel interview of proposed manpower (break up as under)

No.	Resource	Evaluation Parameters	Max. Marks	Total
1	Cyber Security Domain Expert	Subject Specific Domain Knowledge, Requirement Understanding (judging the need of the client)	5	25
		Interpersonal and Communication Skill	5	
		Additional Experience/ Qualification/ Certification	5	
		Experience of working in projects with respect to Cyber Security Domain in Central Govt./ State Govt. / Public / Private Sector Department/ Agencies/ Companies:	5	

		Knowledge and experience of bid preparation, bid process management and bid evaluation.	5	
2	Networking Domain Expert (having exposure of Telecom Domain also)	Subject Specific Domain Knowledge, Requirement Understanding (judging the need of the client)	5	25
		Interpersonal and Communication Skill	5	
		Additional Experience/ Qualification/ Certification	5	
		Experience of working in projects with respect to Networking Domain in Central Govt./ State Govt. / Public / Private Sector Department/ Agencies/ Companies.	5	
		Knowledge and experience of bid preparation, bid process management and bid evaluation.	5	
3	Data Center Domain Expert	Subject Specific Domain Knowledge, Requirement Understanding (judging the need of the client)	5	25
		Interpersonal and Communication Skill	5	
		Additional Experience/ Qualification/ Certification	5	
		Experience of working in projects with respect to Data Center Domain in Central Govt./ State Govt. / Public / Private Sector Department/ Agencies/ Companies.	5	
		Knowledge and experience of bid preparation, bid process management and bid evaluation.	5	
Total Maximum Marks				75

Note: Minimum absolute technical score to qualify for commercial evaluation is 70 marks out of total 100 marks.

Final Bid Evaluation:

a. Technical Bid Evaluation:

The technical score of a bidder 'Tb' will be assigned to the bidder and it will be awarded based on the Technical Evaluation Criteria as specified above. TENDERER's decision in this regard shall be final & binding and no further discussion will be held with the bidders.

Tb: Absolute Technical Score Tmax: Maximum Technical Score

Tn: Normalized technical score of the bidder under Consideration Normalized technical score

$$(Tn) = Tb/Tmax * 100$$

b. Financial Bid evaluation:

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

Fn: normalized financial score for the bidder under consideration Fb: commercial quote for the bidder under consideration

Fmin: commercial quote of the lowest evaluated financial proposal

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

Normalized Financial Score (Fn) = $100 \times F_{min} / F_b$

c. Final Evaluation of Bid

Proposals will be ranked according to their combined technical (Tn) and financial (Fn) scores using the weights (T = 0.8 the weight given to the Technical Proposal; P = 0.2 the weight given to the Financial Proposal; T + P = 1). The final evaluation will be based on Final Score which shall be calculated as shown below:

Final Score (S) = $T_n \times T + F_n \times P$

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

2. AWARD OF CONTRACT

- I. Award Criteria: The Criteria for selection will be the bidder achieving the highest combined technical and financial score, will be invited for negotiations under each item/head offered by Bidder.
- II. THE TENDERER right to vary requirements at time of award: GoG 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.
- III. In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to borne the difference between lowest prices and next lowest prices.

Note: In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in GeM, then RFP shall override the clauses/conditions mentioned on GeM. For any clarification in details, kindly follow the RFP.

Service Level Agreement and Penalties

1. SLA & Penalty

The consultants deployed by bidder will be deployed for fulltime at GIL for the time period specified in contract and will be assigned job as per the activities mentioned in scope of work. Replacement of resources shall only be allowed under extreme circumstances by taking prior approval from DST/GIL.

The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer, demise of the resource or any other act of God, Due to poor health condition of self / parents / wife / children (supported by certificate issued by Doctor) etc.. However, this will be subject to formal clearance from GIL for any pending issues and subject to submission of copy of Resignation letter of resource and its acceptance by the organization.

The replaced resource will be accepted by the Gujarat Informatics Ltd/ DST only if he/she found suitable to the satisfaction of the GIL/DST. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the GIL/DST. The bidding firm shall be allowed 30 days to replace the resource. If exceeded 30 days the penalty for replacement of resource will be charged as double with respect to penalty for Replacement of resources as mentioned in below table.

S/N	Parameter	SLA	Penalty
1.	T= Signing of Agreement	Within 21 calendar days from issuance of LOI / Award of Contract	Delay Beyond 4 weeks or successful bidder not signing the contract agreement, TENDERER may terminate the contract and Forfeit the PBG.
2.	Deployment of Resources	T1 = T + 4 week	<ul style="list-style-type: none"> - Rs 15,000 per resource per week delay or part thereof - In case of failure in deployment of the proposed Manpower for 45 days from date of LOI/Work Order, TENDERER may terminate the contract and forfeit the PBG.
3.	Shortfall of attendance of compulsory resources.	The maximum permissible number of leave is 18 days in a year. Any leave in excess of it shall be cut from the amount payable to the agency for that resource The resource deployed at GIL need to seek approval from GIL for any leave. If approval is not granted or taken, then similar resource will have to be	<ul style="list-style-type: none"> - If the number of leave taken exceeds the permissible leave, the amount for such an excess shall be cut at the following rate: X* <u>Monthly amount payable</u> 30 (Where "X" stands for number of leave beyond 18 days in a year) - In case of leave not approved by GIL or not seeking approval from GIL or not substituting a resource, the above penalty shall be multiplied by 1.5 for all such number of days.

		substituted with MD, GIL's permission.	
4.	Replacement of resources	In order to maintain continuity, resources initially deployed are not to be replaced during the tenure of the contract. In case resources are replaced with new resources, penalties will apply.	<ul style="list-style-type: none"> - 1st replacement: Allowed, no penalty shall be levied - 2nd - 3rd replacement : Penalty upto 30 % of respective resource monthly cost quoted as per financial bid - 4th - 6th replacement: Penalty upto 50 % of respective resource monthly cost quoted as per financial bid - Beyond 6th replacement: Not permissible and may lead to termination of Contract.

- **Penalty for Non-performance in required Service Levels/ Standards** Any failure to deliver the required services due to reasons solely attributable to the Bidder, such as non-adhering to timelines, violation State/Central Guidelines, shall be bound to the penalty/decision, if any, with a maximum cap of Rs. 50,000/- per such incidence.
- Any delay/ non-performance, not attributable to the selected bidder, shall not be considered while computing adherence to service levels but the selected bidder shall submit sufficient records/ documents that the delay/ non-performance is not on bidder's part.
- Note: The penalties, if any, will be recovered against the payment invoice submitted by the selected agency.
- The total penalty shall not exceed 10% of the total payment of the Quarter.
- There should be minimum 10 days overlap between the new deployed resource and the replaced resource.
- For these 10 days overlap period, the Tenderer shall pay the cost of single resource only.
- The tender may also ask the agency to replace any resources in case of non-performance, non-compliance and any terms and conditions, misconduct or behavioral issues. In this case no-penalty shall be imposed on the agency but other replacement criteria and conditions shall remain same.

2. Period of Contract and Extension of Work

The Contract will be signed with the successful bidder initially for a period of 03 (Three) years. At the end of the contract duration, i.e., 03 (Three) years, performance of the selected bidder may be reviewed, and the contract may be extended on mutually agreement by two (02) years or more, with the same terms and conditions specified in bid documents.

3. Payment:

- 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.

4. Manpower Availability

Monthly invoice payment will be evaluated based on actual available resource in the month using following formulae.

Monthly Payment = Monthly Payment Value x Actual Man-days available in the Month/
Total Man-days in the Month

- Total Man days will be calculated as per the Min. availability.
- Monthly Payment value to be derived from the quoted rates.

Financial Bid

Sr. No	Description	No. of Resources	Consulting Charges per month, With GST (in Rs.)	Duration of contract (in months)	Total charges for 36 months (Rs.)
		A	B	C	D = A*B*C
1	Cyber Security Domain Expert	1		36	
2	Networking Domain Expert (having exposure of Telecom Domain also)	1		36	
3	Data Center Domain Expert	1		36	
Total Contract value (in Rs.)					

- The prices are exclusive of any applicable taxes, duties, and levies. All taxes / duties applicable at the time of billing or any changes in the tax structure will be charged at actuals, at prevailing rates at the time of billing.

On Letterhead of Bidder

**Undertaking as per guidelines published by Ministry of Finance, Dept. of Expenditure,
Public Procurement division dated 23.07.2020**

Mr. _____undersigned authorized representative of M/s <<Name of Bidder>> has read clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that <<Name of Bidder>> is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that <<Name of Bidder>> fulfils all requirements in this regard and eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached.]

If given information is found to be false, this would be ground for immediate termination and further legal action in accordance with law.

(Signature)

Authorized representative of <<Name of Bidder>>

Note: In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in GeM, then RFP shall override the clauses/conditions mentioned on GeM. For any clarification in details, kindly follow the RFP.

Additional Terms and Condition:

- 1 **Confidentiality:** It is the consultant's responsibility to ensure any information it possess relating to GIL that is not available in the public domain be treated with the utmost confidential at discretion. Where the consultant feels the need to disclose confidential information to a third party, it is their responsibility to ensure that it does so with the explicit permission of GIL.

- 2 **Intellectual Property Rights :**Intellectual Property Rights for any new development made as part of this consultancy service shall lie with GIL. Consultant will retain the ownership of its pre- existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverable s, etc. If a third party claims that a product/ services delivered by the selected consultant to GIL infringes that party's patent or copyright, the selected consultant shall

Defend GIL against that claim at his expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement. GIL notifies the selected consultant in writing of the claim.

- 3 **Conflict of Interest, disclosure of Interests and Links:**

Selected Consultant is excepted to exercise due diligence to make the Government promptly aware about any possible scenario of conflict of interest.

- 4 **Governing Language:**

The Agreement shall be written in English. All correspondence and other documents pertaining of the Agreement which the parties exchange, shall be written in English.

- 5 **Applicable Law:**

The agreement shall be interpreted in accordance with the laws of Republic of India and that of State of Gujarat subject to Gandhinagar jurisdiction.

- 6 Any amendment in the Term & conditions of the contract, if required to the smooth function of the engagement, can be made with mutual agreement of both the party and with the approval of the Tenderer.

- 7 The deployed resources shall not be engaged in any activity other than that assigned by the Tenderer.

- 8 In case of termination of contract during the period of concurrence, either side to provide three months of notice with a valid reason and opportunity to readdress the grievances, if any.

- 9 If the Tenderer discontinues the services of any or all of the proposed resources during contract period due to justified reasons, then payment shall be done on T&M basis based on actual manpower deployed during the remaining period on prorated basis.

- 10 The selected bidder shall follow leave as per government of Gujarat calendar.

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2022

Between _____ (Name of purchaser) of _____

_____ (Country of Purchaser)

hereinafter "the Purchaser" of the one part and _____

(Name of Supplier) of _____ (City and Country of

Supplier) hereinafter called "the Supplier" of the other part: WHEREAS the Purchaser is

desirous that certain Goods and ancillary services viz., _____

_____ (Brief Description of Goods and

Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum

of _____ (Contract Price

in Words and Figures) hereinafter called "the Contract Price in Words and Figures" hereinafter called

"the Contract Price." NOW THIS AGREEMENT WITNESSETH AS FOLLO WS:

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, viz. :

2.1 the Bid Form and the Price Schedule submitted by the Bidder;

2.2 terms and conditions of the bid

2.3 the Purchaser's Notification of Award – GeM Contract number _____ dated _____

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE: _____ including GST DELIVERY SCHEDULE: Attached herewith

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.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser) in the presence of _____

Signed, Sealed and Delivered by the

said _____ (For the Supplier) in the presence of _____

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2023 Between _____ (Name of purchaser) of _____ (Country of Purchaser) hereinafter "the Purchaser" of the one part and _____ (Name of Supplier) of _____ (City and Country of Supplier) hereinafter called "the Supplier" of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (Contract Price in Words and Figures) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

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, viz. :
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser's Notification of Award – GeM Contract number - _____ dated _____
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE: _____

DELIVERY SCHEDULE: Attached herewith

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.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the presence of _____

Signed, Sealed and Delivered by the

said _____ (For the Supplier)

in the presence of _____