

**Request for Proposal
for
Selection of Agency for Operation & Maintenance of
Gujarat State Data Centre (GSDC) on behalf of
Department of Science & Technology, Govt. of Gujarat.**

**Volume-I
(Commercial Terms and Bid Process)**



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Sector - 10 A, Gandhinagar – 382010 Gujarat.
www.gil.gujarat.gov.in

Abbreviations

- **GoG:** Government of Gujarat
- **DST:** Department of Science & Technology
- **GIL:** Gujarat Informatics Limited
- **GSWAN:** Gujarat State Wide Area Network
- **GSDC:** Gujarat State Data Centre
- **GSCAN:** Gujarat Sachivalaya Campus Area Network
- **OEM:** Original Equipment Manufacturer
- **O&M:** Operations & Maintenance
- **EMS:** Enterprise Management Suite
- **NMS:** Network Monitoring System
- **EMD:** Earnest Money Deposit
- **PBG:** Performance Bank Guarantee
- **SLA:** Service Level Agreement
- **FAT:** Final Acceptance Test
- **TPA:** Third Party Agency
- **SoW:** Scope of Work
- **IPS:** Intrusion Prevention System
- **IMS:** Integrated Infrastructure Management System
- **CCTV:** Closed Circuit Tele Vision
- **MP:** Monthly Payment
- **TENDERER:** DST/GIL/ Government of Gujarat

Section I – Invitation for Bids

The invitation to bid is for “Operation & Maintenance of Gujarat State Data Centre (GSDC) Infrastructure for the State of Gujarat for a period of five years”. The bidders are advised to study the bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. This section provides general information about the Issuer (i.e. Gujarat Informatics Limited), important dates and addresses and the overall eligibility criteria for the bidders.

1.1 Issuer

Gujarat Informatics Limited (herein after referred to as “GIL”) a company owned by Department of Science & Technology, Govt. of Gujarat (herein after referred to as “GIL”) invites proposals for “Operation & Maintenance of GSDC of Department of Science & Technology, Govt. of Gujarat for a period of five years. The scope of work and other requirement of this project are specified in this RFP document.

1.2 About The RFP Document

The Request for Proposal (RFP) document consists of two volumes viz.

1.2.1. RFP Volume I – Commercial Terms & Bid Process

- (a) Section I – Invitation for Bids
- (b) Section II – Eligibility Criteria
- (c) Section III – Instructions to Bidders
- (d) Section IV – Terms & Conditions of the Contract
- (e) Section V – Payment Terms
- (f) Section VI – Format for Response to Tender – Pre Qualification Bid
- (g) Section VII – Format for Response to Tender – Technical Bid
- (h) Section VIII - Format for Response to Tender – Financial Bid
- (i) Annexure 1 – RFP document acknowledgement form
- (j) Annexure 2- Instructions for furnishing Bank Guarantee
- (k) Annexure 3 – Performa of Bank Guarantee towards Performance Security

1.2.2. RFP Volume II – Scope of work and SLAs

- (l) Section I – Introduction
- (m) Section II – Scope of Work
- (n) Section III – Service Level Agreement (SLAs)
- (o) Section IV – Penalties
- (p) Annexures – I to VIII

1.3 Instruction to the bidders for online bid submission

- 1.4.1. 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://gem.gov.in/>.
- 1.4.2. The bids have been invited through e-tendering route i.e. the Pre-qualification, **technical and financial bids shall be submitted online on the website <https://gem.gov.in/>**.
- 1.4.3. Bidders who wish to participate in this bid will have to register on <https://gem.gov.in/>.

1.4 Amendment in RFP Document

At any time before the deadline for submission of bids, GIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the

Request for Proposal**Department of Science & Technology**

RFP Document by amendment. All the amendments made in the document would be published in the website www.gil.gujarat.gov.in. All such amendments shall be binding to all the bidders. **The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates.**

1.5 Address for submission of Bid Security and Correspondence

All queries and/or correspondence regarding clarification in the bid should be addressed to:

DGM (Tech.), Gujarat Informatics Limited, Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar 382010, Phone: (079)-23258161 Fax: (079) 23238925

E-mail: viveku@gujarat.gov.in; prakashd@gujarat.gov.in, mgrhnitcm-gil@gujarat.gov.in

Section II – Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial wherewithal that would be required to successfully provide required services sought by the State for the entire period of the contract. The Bids must be complete in all respect and should cover entire scope of work as stipulated in the bid document. This invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

Sr. No.	Eligibility Criteria	Attachments
1.	Bidder should be a company registered/Incorporated in India and should be in existence for at least five years as on bid submission date	Certificate of Registration/Incorporation
2.	Bidder should be an established IT System Integrator and should have been engaged in Operations & Maintenance Services of at least 50 Rack size Data Centres for a period of at least 1 year during last 8 years from bid submission date	Work Orders / Client Certificates confirming year and area of activity should be enclosed. Note: <ul style="list-style-type: none"> • Bidder may mask the order value and other confidential information and share the work order. • Bidder may also submit letter of Company Secretary for the completed and Ongoing Projects.
3.	The Bidder must have average annual turnover of at least Rs.100 Crores in any three financial years out of last four Financial Year (any three financial year i.e. 2017-18, 2018-19, 2019-20 or 2018-19, 2019-20, 2020-21) as on 31st March, 2021.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning turnover generated from Networking (Setting up of O&M) and Datacenter (Setting up of O&M) of the bidder should be certified by CA. Note : 1. For FY 2020-21: In case of non-availability of audited annual accounts bidder may submit Provisional audited report with CA certificate.
4.	The bidder must have positive net worth and should be Profit making in each of the last three financial years as on 31st March, 2021	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning net profit of the bidder should be enclosed.

Request for Proposal**Department of Science & Technology**

5.	<p>The bidder should have demonstrable expertise and experience in executing at least 3 project of Integration / Operation of Data Centre anytime during last eight years, having a minimum value of</p> <ul style="list-style-type: none"> - One DC/DR project of Rs. 75 crores or - Two DC/DR projects of Rs. 40 crores each or - Three DC/DR project of Rs. 25 crores each <p>Note:</p> <ul style="list-style-type: none"> i. In-house projects executed by the bidder shall not be considered for above purpose. Projects covering only AMC of equipment would not be considered ii. The work order/purchase order should be from the end-customer only. Sub-contracted works will not be considered as valid customer reference. 	<ul style="list-style-type: none"> • Details of such projects undertaken along with clients' on-going/ completion certification/ letter should be enclosed. • Undertaking from the Parent company to support its wholly owned subsidiary. • Bidder may mask the order value and other confidential information and share the work order. Bidder may also submit letter of Company Secretary for the completed and Ongoing Projects. <ul style="list-style-type: none"> • Work Order + Work Completion Certificates from the client showing order value and cost OR • Copies of work order and the client certificates for satisfactory completion of project and showing order value and cost
6	<p>Bidder should have any of the two certification from the list below. Certificate should be valid on the date of bid submission.</p> <ul style="list-style-type: none"> • ISO 27001:2013 • ISO 20000:2018 • ISO 9001 	Valid copy of certificate
7.	<p>The bidder should be authorized by its OEM (or multiple OEMs) to quote in the bid. The bidder should have a back-to-back support agreement/ arrangement for services including supply of spare parts etc. with the Original Equipment Manufacturer (OEMs) of devices, which includes the post-sales support activities for the entire project period.</p>	<p>The authorization certificate of OEM specific to this bid should be enclosed. The OEM undertaking letter should be enclosed</p>
8.	<p>Bidder or OEM 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.</p>	<p>Certificate / affidavit mentioning that the Bidder is not blacklisted by any Ministry of Government of India or by Government of any State in India or by Government of Gujarat or any of the Government PSUs. Self-Declaration Form must be submitted</p>

- 1) **All details and the supportive documents for the above should be uploaded in the GeM bid.**
- 2) **Bidder's experience, bidder's turn over criteria, EMD and PBG will not be considered of GeM bid. However bidder must match eligibility criteria, experience, bidder's turn over criteria, EMD and PBG as mentioned above (in this document) and will be considered for evaluation.**

All bidders who wish to participate in this bid must submit EMD as per bid requirement.

Technical Evaluation Criteria

Sr. No.	Criteria	Maximum Points
1	Average annual turnover of Bidder for any of three financial years out of last four Financial Year (any three from 2017-18, 2018-19, 2019-20 & 2020-21) as on submission date. >100 to <=300 Crores = 2.5 Marks >301 and <=500 Crores = 5.0 Marks Above 501 Crores = 7.5 Marks	7.5
2	The bidder has commissioned and installed IT Infrastructure of Data Center project with minimum 50 Rack size during last eight years Up to 3 Projects = 2.5 Marks 4 Projects = 5 Marks above 5 Projects = 7.5 Marks	7.5
3	The bidder must have technically qualified professionals on his pay-roll 30 to 50 Professionals = 2.5 Marks 51 to 100 Professionals = 5.0 Marks 100 + Professionals = 7.5 Marks	7.5
4	The bidder Providing O&M/FMS Services for Data Center project during last 8 years need to meet both the following requirements: a. ISO 27001 certification for Data Center b. ISO 20000 certification for Data Center <ul style="list-style-type: none"> • 1 Projects = 2.5 Marks • 2 Projects = 5.0 Marks • More than 2 Projects = 7.5 Marks 	7.5
5	The bidder should have implemented/ managing on premise Cloud services in the DC in last 8 years One Project = 5 Two Project = 7 More than 2 Project = 10	10
6	Proposed Manpower Qualification & skillset Best resources: Maximum Marks & then relative markings	20
7	Bidders presentation <ul style="list-style-type: none"> • Understanding of Scope, Approach and Methodology • Understanding role of O&M in complaint resolution • Handing over & taking over strategy • Scope related value addition over and above the requirement mentioned in this document 	40

Note: Technical Evaluation as per above table would carry 100 Marks. Bidder would be declared Qualified / Disqualified based on marking given by Committee. Decision of the committee would be considered final. The bidder would be considered eligible for 70% Score.

Section III - Instruction to Bidders**3.1 Bidding Documents**

3.1.1 Bidder can download the bid document and further amendment if any freely available

on <https://gil.gujarat.gov.in> and <https://gem.gov.in/> and upload their response/proposal on <https://gem.gov.in/> on or before due date of the tender.

3.1.2 Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents thoroughly. Failure to furnish all information required as per RFP or submission of a Bid not substantially responsive to the RFP in every respect may result in the rejection of the Bid.

3.1.3 Under no circumstances physical bid will be accepted

3.2 Clarification on Bidding Documents

3.2.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications by submitting queries on email Id: viveku@gujarat.gov.in, prakashd@gujarat.gov.in, mgrhntcm-gil@gujarat.gov.in prior to the date of Pre Bid Meeting.

3.2.2 Tenderer will discuss the queries received from the interested bidders in the Pre Bid Meeting and respond the clarifications by uploading on the website <https://gil.gujarat.gov.in>.

3.2.3 No further or new clarification what so ever shall be entertained after the Pre Bid Meeting.

3.2.4 The interested bidder should send the queries as per the following format:

Bidder's Request For Clarification			
Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
S.No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			
3			
4			

3.3 Amendments to RFP

3.3.1 At any time prior to the deadline for submission of bids, TENDERER, for any reason, whether on its own initiative or in response to the clarifications requested by prospective bidders, may modify the bidding documents by amendment and publish corrigendum on the websites <https://gil.gujarat.gov.in> and <https://gem.gov.in/>.

3.3.2 All prospective bidders are requested to check above mentioned websites, any amendments/corrigendum/modification will be notified on these websites and such modification will be binding on them.

3.3.3 In order to allow prospective bidders a reasonable time to take the amendment into Account in preparing their bids, TENDERER, at its discretion, may extend the deadline for the submission of bids.

3.4 Language of Bid

3.4.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and TENDERER shall be in English.

- 3.4.2 In case, supporting documents and printed literature furnished by the bidder is in some other language, accurate translation of the relevant pages in English would be required. For the purpose of interpretation of the bid, the translation in English shall govern.

3.5 Documents Comprising the Bid

3.5.1 The Bid prepared by the Bidder shall comprise of the following documents:

- (a) **Bid Security/EMD and Bid Processing Fee:** The Bidder shall furnish, as part of the Bid, a Bid security for the amount of **Rs. 1,60,00,000/- EMD** 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/10/2021/7729/DMO dated 12.04.2021** issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format and must be submitted along with the covering letter.
- (b) **Pre-qualification Bid:** In support of eligibility, a bidder must submit the following documents:
- (i) Volume I, Section VI – Format 1: Pre-qualification Bid Letter.
 - (ii) Volume I, Section VI – Format 2: General information about the Bidder.
 - (iii) Detailed checklist for Eligibility dully filled in along with the supporting documents as defined in Volume I, Section VI – Format 3
 - (iv) Declaration that the bidder has not been blacklisted by any Ministry of Government of India or by Government of any State in India or by Government of Gujarat or any of the Government PSUs as per Volume I, Section VI – Format 4. – Declaration Regarding Blacklisting
 - (v) Undertaking by the bidder for acceptance to the Terms & Conditions mentioned in this RFP, Section VI- Format 5: Undertaking for Acceptance of Terms and Conditions in RFP.
 - (vi) Annual turnover as per Eligibility criteria Sr. no. 3, Section VI – Format 6: Annual Sales Turnover Statement
 - (vii) Experience of projects of prescribed nature and size as per Eligibility Criteria Sr. no. 2, 5 - Format 7: Completion of Projects of Prescribed Nature and Size
- (c) **Technical Bid:** The Technical Bid besides the other requirements of the RFP, shall comprise:
- (i) Volume I, Section VII– Format 1: Technical Bid Letter
 - (ii) Volume I, Section VII – Format 2: Relationship with OEM
 - (iii) Volume I, Section VII – Format 3: Proposed Technical Solution along with Project Management Plan
 - (iv) Volume I, Section VII – Format 4: Core Project Team
- (d) **Financial Bid:** The Financial Bid, besides the other requirements of the RFP, shall

comprise of the following:

- (i) Volume I, Section VIII –Format-1: Price Bid

3.5.2 The Pre-qualification Bid, Technical Bid and Financial Bid must be submitted online through the e-tendering website of <https://gem.gov.in/> online portal.

3.6 Bid Forms

3.6.1 Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to upload the information in the prescribed format, the bid is liable for rejection.

3.6.2 For all other cases, the Bidder shall design a form to hold the required information.

3.6.3 TENDERER shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

3.7 Fraudulent and Corrupt Practice

3.7.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the TENDERER of the benefits of free and open competition.

3.7.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.

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

3.8 Local / Site Conditions

3.8.1 It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors of GSDC which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the GSDC locations (at their own cost) and due-diligence should be conducted before the pre-bid meeting/ bid-submission.

3.8.2 The Bidder is expected to make a site visit to obtain for itself all information that may be necessary for preparing the bid and entering into contract.

3.8.3 Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing the services before entering into contract will in no way relieve the Successful Bidder from performing any work in accordance with the RFP documents.

3.8.4 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the

RFP Documents. TENDERER shall not entertain any request for clarification from the Bidder regarding such conditions.

- 3.8.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the RFP Documents will be entertained by TENDERER and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by TENDERER on account of failure of the Bidder to appraise themselves of local laws and site conditions.

3.9 Lack of Information to Bidder

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

3.10 Contract Obligations

If after the award of the contract the Bidder does not sign the contract or fails to furnish the Performance Bank Guarantee (PBG) within fifteen working days from the date of award and if the operations are not started within 60 working days after submission of Kickoff date, TENDERER reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

3.11 Bid Price

- 3.11.1 The Price/Financial bid should indicate the prices in the format/price schedule only.
- 3.11.2 Offered prices should be exclusive of GST inclusive of levies such as Excise, Insurance, FOR destination (anywhere in the Gujarat state).
- 3.11.3 Discount if offered, should not be mentioned separately. It should be included in offered price.
- 3.11.4 Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
- 3.11.5 For O&M and AMC support, unit rate should be quoted against each line item listed in the respective Annexures attached in this bid. Quantities can be increased or decreased by TENDERER and bidder has to supply deviated quantities at the rates prescribed and approved by TENDERER in the tender document.
- 3.11.6 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected.
- 3.11.7 Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Price Schedule of this RFP shall prevail.
- 3.11.8 The quoted prices shall be valid for 365 days from the date of opening of financial bid.

3.11.9 The Bidder has to submit detailed breakup of each financial price bid as per the attached Financial annexure for GSDC in separate sealed cover and should be submitted at the time of bid submission. As GEM is not allowing breakup of so many items, detailed breakup is to be submitted in physical sealed cover. Physical sealed cover would be opened in front of eligible participants at the time of financial bid opening. Rates submitted on GEM portal of all the aggregated cost under the head A & B of the price schedule will only be considered for L1 Evaluation. The physical price bid submitted to GIL for price breakup will be used during contract period for any addition / deletion of the item under the scope.

3.12 Bid Currency

Prices shall be quoted in Indian rupees only.

3.13 Period of Validity of Bids

3.13.1 Bids shall remain valid for 180 days from the date of Financial Bid opening. A Bid valid for a shorter period shall be rejected as non-responsive.

3.13.2 In exceptional circumstances, TENDERER may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

3.14 Bid Due Date

3.14.1 Bid must be submitted on the e-tendering website <https://gem.gov.in/> not later than the date/time specified in the RFP.

3.14.2 The TENDERER may, at its discretion, extend the bid due date, in which case all rights and obligations of the TENDERER and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

3.15 Late Bid

Bidders would not be able to upload or submit the bid after the bid due date/time.

3.16 Modification and Withdrawal of Bid

3.16.1 The Bidder may modify or withdraw its Bid before the due date of bid submission on e-tendering website <https://gem.gov.in/>.

3.16.2 No Bid may be modified subsequent to the deadline for submission of bids.

3.16.3 No Bid may be withdrawn after due date for submission of bids. Withdrawal of a Bid after Bid submission due date may result in the forfeiture of bidder's Bid security.

3.17 Opening of Bids by TENDERER

3.17.1 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.

3.17.2 The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the TENDERER at its discretion, may consider appropriate, will be announced at the opening.

3.17.3 Immediately after the closing time, the TENDERER shall open the Pre-qualification Bids and list them for further evaluation.

3.18 Contacting TENDERER

3.18.1 Bidder shall not approach TENDERER officers outside of office hours and/ or outside TENDERER office premises, from the time of the Bid opening to the time the Contract is awarded.

3.18.2 Any effort by a bidder to influence TENDERER officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the TENDERER, it should do so in writing.

3.19 Rejection Criteria

3.19.1 Besides other conditions and terms highlighted in the RFP document, bids may be rejected under the following circumstances:

a) Pre-qualification Rejection Criteria

- (i) Bids submitted without or with improper Bid Security (EMD) and Bid Processing fee.
- (ii) Bids which do not conform to unconditional validity of the bid as prescribed in the bid.
- (iii) If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- (iv) Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- (v) Bids without proper documents/evidences as asked for in the pre-qualification bid as mentioned in the RFP Document.

b) Technical Rejection Criteria

- (i) Technical Bid containing financial details.
- (ii) Revelation of Prices in any form or by any reason before opening the Financial Bid.
- (iii) Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Bid Document in every respect.
- (iv) Bidders not quoting for the complete scope of Work as indicated in the Bid documents, addendum (if any) and any subsequent information given to the Bidder.
- (v) Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- (vi) Bidders not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this RFP.
- (vii) If the bid does not confirm to the timelines indicated in the RFP

Document.

c) Financial Rejection Criteria

- (i) Incomplete Price Bid
- (ii) Price Bids that do not conform to the Bid's price bid format.

3.2 Rejection of Bids

TENDERER reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for such decision.

3.3 Evaluation Methodology

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

3.3.2 The Pre-qualification Bids will be evaluated first to ascertain the eligibility of the Bidders.

3.3.3 The technical bids of the bidders who comply with the eligibility criteria in the Pre-qualification Bids will be opened. The technical evaluation would be based on the technical presentation and proposal of Bidder meeting the Specifications mentioned in the RFP document and other compliance to the terms and conditions. In case of conditional bid or major deviations from the RFP requirements, TENDERER may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid.

3.3.4 The Financial Bids of Technically qualified bidders only would be opened and evaluated to determine the L1 bidder. **The Criteria for selection will be the lowest cost to the TENDERER i.e. Sum total of all the line items without taxes for the qualified bid.** TENDERER/GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.

3.3.5 Bidder is allowed to quote only one make & model for each line item. Further, bidders are not allowed to change the quoted make & model during the contract period

3.4 Award of Contract

3.4.1 Award Criteria: The Criteria for selection will be the lowest cost to TENDERER amongst the technically qualified bids.

3.4.2 TENDERER's right to vary requirements at time of award: TENDERER reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.

3.4.3 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, if he agrees to match the price quoted by L1/Lowest bidder.

3.5 Notification of Award and Signing of Contract

3.5.1 Prior to expiration of the period of Bid validity, TENDERER will notify the successful Bidders and issue Lol.

- 3.5.2 The successful bidder has to submit the Performance Bank Guarantee (PBG) within fifteen (15) working days of receipt of award. The PBG should be 10% of total contract value and valid up to 180 days beyond the expiry of the contract.

3.6 Contract Obligations and Amendment to Contract

- 3.6.1 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder's bid and all previous correspondence.
- 3.6.2 Amendments to the Contract may be made by mutual agreement by both the Parties.
- 3.6.3 No variation in or modification in the terms of the contract shall be made except by written amendment signed by both the parties. All alterations and changes in the contract will take into account prevailing rules, regulations and laws applicable in the State of Gujarat.

3.7 Use of Contract Documents and Information

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

3.8 Confidentiality of the Document

- 3.8.1 This Bid Document as submitted by the bidder would be treated as confidential and TENDERER shall ensure that anything contained in this Bid Document shall not be disclosed in any manner, whatsoever to any party/unrelated person to the Bid process.

Section IV - General Conditions of the Contract

4.1 Application

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the TENDERER shall be final and binding on the O&M agency.

4.2 Standard

The O&M agency shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The O&M agency shall always act in respect of any matter relating to this contract as faithful advisor to TENDERER. The O&M agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country as on the date of the requirements and design submissions. The equipments and services supplied under this contract shall conform to the standards mentioned in the requirement specifications.

4.3 Patent Rights

The O&M agency shall indemnify TENDERER against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the equipments and services or any part thereof.

4.4 Incidental Services

The O&M agency may be required to provide any or all of the following services:

4.4.1 Furnish detailed manuals for each appropriate unit of the supplied equipment and services.

4.4.2 Perform or supervise or maintain and/ or repair the supplied equipment and services, for a period of time agreed by TENDERER and the O&M agency, provided this service shall not relieve the O&M agency of any warranty obligations under this contract.

4.5 Delivery and Documents

The O&M agency shall submit all the deliverables on due date as per the delivery schedule agreed between parties. No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan or other documents to any person other than an entity employed by the affected party for the performance of the contract. In case of the termination of the contact, all the documents prepared by the O&M agency under this contract shall become the exclusive property of TENDERER. The O&M agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from TENDERER. TENDERER reserves right to grant or deny such permission. Delivery of the equipments and services and associated documents shall be made by the O&M agency in accordance with the terms specified by TENDERER in RFP.

4.6 Change Orders

4.6.1 TENDERER may at any time, by a written order given to the O&M agency make changes within the general scope of the contract in any one or more of the following:

- (a) Configuration or specifications of the equipment.

4.6.2 TENDERER may at any time, by a written order given to the O&M agency make changes within the general scope of the contract in any one or more of the following during the contract period:

- (a) The service to be provided by the O&M agency.
- (b) Change in bandwidth at GSDC

4.7 Assignment

The O&M agency shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with TENDERER's prior written consent. The permission, if any, of TENDERER has to be taken before award of the contract.

4.8 Sub Contract

The O&M agency would provide the services on its own and no back-to-back sub-contracting shall be allowed. However if sub-contracting for specialized work is required, the O&M agency will take prior permission from TENDERER.

4.9 Take Over

TENDERER or any agency authorized by TENDERER has the right to take over the operations and management even before the expiry of 5 years in case the successful bidder fails to perform any obligations under the contract.

4.10 Inappropriate use of Network

The O&M agency shall not use the network facilities/ equipment installed for any other purpose/ use than that of the functions assigned by the TENDERER.

4.11 Termination for Default

DST/ GoG may, without prejudice to any other remedy for breach of contract can terminate the contract, in whole or in part after giving 30 days prior written notice of default sent to the O&M agency:

4.11.1 If the O&M agency fails to deliver any or all of the equipments and services within the time periods specified in the contract, or any extension thereof granted by DST/ GIL OR

4.11.2 If the O&M agency fails to perform any obligations under the contract

4.12 Termination for Insolvency

4.12.1 TENDERER may at any time terminate the contract by giving 30 days prior written notice to the O&M agency, without compensation to the O&M agency, if the O&M agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TENDERER.

4.12.2 In the event of termination as per clause above (4.11 & 4.12), TENDERER reserves the right to take suitable action against successful bidder against their default including revoking the PBG and risk purchase clause etc.

4.13 Force Majeure

- 4.13.1 The O&M agency shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
- 4.13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the O&M agency and not involving the O&M agency and not involving the O&M agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of DST/ GoG either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 4.13.3 If a Force Majeure situation arises, the O&M agency shall promptly notify DST/ GoG in writing of such conditions and the cause thereof. Unless otherwise directed by DST/ GoG, the O&M agency shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 4.13.4 **Force Majeure Events:** The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.
- 4.13.5 Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:
- (a) **Natural events** ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - (i) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - (ii) Explosion or chemical contamination (other than resulting from an act of war);
 - (iii) Epidemic such as plague, covid-19 etc.;
 - (iv) Any event or circumstance of a nature analogous to any of the foregoing.
 - (b) **Political Events** which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:
 - (i) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - (ii) Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;

(iii) Any event or circumstance of a nature analogous to any of the foregoing

4.13.6 Force Majeure Exclusions

- (a) Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:
- (i) Unavailability, late delivery
 - (ii) Delay in the performance of any contractor, sub-contractors or their agents;

4.13.7 **Procedure for Calling Force Majeure:** The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within five days after the affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the contract.

4.13.8 **Payments in case of Force Majeure:** During the period of their inability of services as a result of an event of Force Majeure, the O&M agency shall be entitled to continue to be paid under the terms of this contract, as well as to be reimbursed for costs additional costs reasonably and necessarily incurred by them during such period purposes for the purpose of the services and in reactivating the service after the end of such period.

4.14 Resolution of Disputes

4.14.1 If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

- (a) **Amicable Settlement:** Performance of the contract is governed by the terms the conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the Schedule of Requirement, the clauses of payments etc. In such a situation disputes arising between parties are out of contract, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then 'Arbitration' clause shall become applicable. Amicable settlement clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of security breach carried out by either bidder organization itself or its employees.
- (b) **Arbitration:** In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.

- 4.14.2 Arbitration proceedings will be held in India at Gandhinagar and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English.
- 4.14.3 The decision of the majority of arbitrators shall be final and binding upon both the parties.
- 4.14.4 All arbitration awards shall be in writing and shall state the reasons for the award.
- 4.14.5 The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 4.14.6 Arbitration clause shall be only applicable in case of dispute arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach carried out by either bidder organization itself or its employees.
- 4.14.7 Both the parties agree the jurisdiction of Adjudicating Authority, Gujarat state and Cyber Appellate Tribunal, New Delhi under Information Technology Act, 2000 (including any amendments therein) in case of any contraventions, security and confidentiality breaches.

4.15 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

4.16 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and that of the State of Gujarat.

4.17 Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing by registered post only to the addresses as defined under this contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.18 Back up support

O&M agency shall furnish details of the back-up engineering and network support that will be available to TENDERER. If the maintenance of the equipment, after expiry of the contract period, is taken over either by TENDERER or any other person/ agency to be nominated by TENDERER, the O&M agency shall be responsible for provisioning of spare parts and back-up maintenance support required by TENDERER or that agency, and shall continue to make available the spare parts.

4.19 Statutory Deductions and Payment

- 4.19.1 Payments shall be subject to any deductions (such as TDS, penalty as per SLAs, etc.) of any amount & addition of incentives (if any), for which the O&M agency is liable under the agreement against this RFP.
- 4.19.2 The payments to the O&M agency will be made monthly at the end of each month on Acceptance of the invoice by the TENDERER or its designated agency. The invoice would be processed for release of payment within 15 days after due verification of the invoice

and other supporting documents by TENDERER or its designated agency. However, in case the processing of the invoice gets delayed beyond 15 days from the date of acceptance of invoice, the O&M agency would be paid an ad-hoc amount of 50% of invoice value and the remaining amount would be released after getting clarifications, due verification and imposition of penalty, if any.

4.20 Taxes and Duties

The O&M agency shall fully familiarize itself about the applicable Domestic taxes (such as GST, Income Tax, duties, fees, levies, etc.) on amount payable by TENDERER under the contract. The O&M agency shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law. The billing should be done in Gujarat only.

4.21 Insurance

The equipments covered under this contract (as per Annexures enclosed with this RFP) shall be fully insured by the O&M agency against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The O&M agency will have to procure insurance for all the assets under GSDC on behalf of TENDERER within six months from the date of kick-off meeting. TENDERER shall provide authorization to the O&M agency to procure insurance.

4.22 Manuals, Data and Information

Complete information relating to installation, maintenance, service, support, and troubleshooting of equipments and services should be supplied by the O&M agency.

4.23 Inspection and Testing (in case of replacement/new procurement, suggested by bidder as part of O&M solution)

4.23.1 The bidder will have to offer the inspection after delivering and installing the equipments at the GSDC/DR locations specified in the RFP.

4.23.2 Any deviation found in the specification of the delivered equipments after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of PBG and prohibition in the participation in the future purchases of Government of Gujarat.

4.23.2 The TENDERER's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Sites shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

4.23.3 DST/GIL may appoint Third Party Agency, who would monitor the project during implementation, commissioning and operation. The Third Party Agency will also conduct the Partial and Final Acceptance Test as per the technical requirement of the Agreement. Third Party Agency will verify the services provided by the Bidder under the Agreement. The successful bidder will co-operate with such Third Party Agency.

4.23.4 In case, if bidder wish to have support from any external agency, it's very necessary to inform GIL/GoG in written prior to allow them to work on GIL/GoG infrastructure. The information should contain all respective information about the company from whom support has been extended, the person/group of people and the segment in which services

has been taken. On completion of the task, another report should be submitted mentioning action taken by this person/group of people from external agency, with duration. The bidder is sole responsible for the action taken by such agency on their behalf. No Data/ Information should be sent out of the premise without obtaining prior written confirmation from the GIL/GoG.

- 4.23.5 DST/GIL has an online portal for its entire Helpdesk Management system (i.e. <https://gsdchelpdesk.gujarat.gov.in>) user complaints will be raised by the users on this portal only. Successful bidder will be provided with separate login of the portal wherein he has to do following activities:

4.24 Limitation of Liability

O&M agency's cumulative liability for its obligations under the contract shall not exceed the contract value and the O&M agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

4.25 Confidentiality

4.25.1 O&M agency understands and agrees that all materials and information marked and identified by TENDERER as 'Confidential' are valuable assets of TENDERER and are to be considered TENDERER's proprietary information and property. O&M agency will treat all confidential materials and information provided by TENDERER with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. O&M agency will not use or disclose any materials or information provided by TENDERER without TENDERER's prior written approval.

4.25.2 O&M agency shall not be liable for disclosure or use of any materials or information provided by TENDERER or developed by O&M agency which is:

- (a) possessed by O&M agency prior to receipt from TENDERER, other than through prior disclosure by TENDERER, as documented by O&M agency's written records;
- (b) published or available to the general public otherwise than through a breach of Confidentiality; or
- (c) Obtained by O&M agency from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to TENDERER; or
- (d) Developed independently by the O&M agency.

4.25.3 In the event that O&M agency is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, O&M agency shall promptly notify TENDERER and allow TENDERER a reasonable time to oppose such process before making disclosure.

4.25.4 O&M agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause DST , GoG irreparable harm, may leave TENDERER with no adequate remedy at law and TENDERER is entitled to seek to injunctive relief.

4.25.5 TENDERER does not wish to receive the Confidential Information of O&M agency, and O&M agency agrees that it will first provide or disclose information which is not confidential. Only to the extent that TENDERER requests Confidential Information

from O&M agency, then O&M agency will furnish or disclose Confidential Information.

4.25.6 Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP. Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure. Nothing contained in this contract shall limit the O&M agency from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

4.26 Use of Contract document and Information

4.26.1 The O&M agency shall not, without TENDERER's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of TENDERER in connection therewith, to any person other than a person employed by the O&M agency in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.26.2 The O&M agency shall not without TENDERER's prior written consent, make use of any Document or information forming a part of this RFP except for purpose of performing the contract. Any document forming a part of this RFP, other than the contract itself, shall remain the property of TENDERER

4.27 Severability

If any term, clause or provision of the agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of any other term, clause or provision of the agreement and such invalid term clause or provision shall be deemed to have been deleted from the agreement and if the invalid portion is such that the remainder cannot be sustained without it, both parties shall enter into discussions to find a suitable replacement to the clause that shall be legally valid.

4.28 Contract Period

The O&M contract shall remain valid for a period of five years from the date of taking over of O&M operations (within 60 days of kick-off meeting) and end with the date of completion of five years of service. However, TENDERER reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.

4.29 Performance Bank Guarantee of the Contract

4.29.1 The Performance Bank Guarantee (PBG) has to be submitted within fifteen (15) working days of receipt of award. The PBG should be 10% of total contract value and valid up to 180 days beyond the expiry of contract.

4.29.2 The PBG shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee Bond from of all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of

Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the [G.R. No. EMD/10/2021/7729/DMO dated 12.04.2021 issued by Finance Department](#) and further GR issued by FD time to time. (in the Performa given in this document)

4.29.3 The Performance Guarantee shall be discharged by GoG and returned to the Service Provider within 30 days from the date of expiry of the Performance Bank Guarantee.

4.30 Successful bidder (O&M agency's) Obligations

The O&M agency would be required to maintain and manage (including integration of new equipment/replaced equipment as a part of this bid) the GSDC facilities. It will be the O&M agency's responsibility to ensure compliance to the requirements of the GSDC and continued operations of the GSDC in accordance with and in strict adherence to the terms of the RFP and the Contract.

4.30.1 In addition to the aforementioned, the O&M agency shall:

- (a) Perform the Services specified by TENDERER and make available the necessary equipment / facilities / services as may be necessary and 'Scope of work' requirements as specified in the bid and changes thereof.
- (b) The O&M agency shall ensure that its team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The O&M agency shall ensure that the Services are performed in accordance with the terms hereof and to the satisfaction of TENDERER. Nothing in this Contract relieves the O&M agency from its liabilities or obligations under this Contract to provide the Services in accordance with TENDERER directions and requirements as stated in the Contract and the Bid to the extent accepted by TENDERER and the O&M agency shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.
- (c) The O&M agency's representatives shall have all the powers requisite for the performance of services under this contract. The O&M agency's representatives shall liaise with TENDERER's representatives for the proper coordination and timely completion of the works and on any other matters pertaining to the works. The O&M agency will extend full co-operation to TENDERER's representatives in the manner required by them for supervision / inspection / observation of the GSDC facilities, equipment / material, procedures, performance, reports and records pertaining to the works. O&M agency shall also have complete charge of the O&M agency's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practices. O&M agency shall also co-ordinate and co-operate with the other Service Providers / Vendors of TENDERER working at the site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

4.30.2 Reporting Progress:

- (a) The O&M agency shall monitor progress of all the activities specified in the contract

and submit monthly progress report about various aspects of the work to TENDERER as per Scope of Work. TENDERER on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as “Executive Summary” shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-off meeting.

- (b) The GSDC facilities / services and / or Labour to be provided by the O&M agency under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of TENDERER in accordance with the Contract. The rate of progress of the work compliance to the requirements of the GSDC or their facilities or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operations of the GSDC, TENDERER shall so notify the O&M agency in writing.
- (c) The O&M agency shall reply to the written notice giving details of the measures they propose to take to expedite the progress so as to complete the works by the prescribed time. The O&M agency shall not be entitled to any additional payment for taking such steps. If at any time it should appear to TENDERER that the actual progress of work does not conform to the approved plan the O&M agency shall produce at the request of TENDERER a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

4.30.3 Knowledge of Site Conditions:

- (a) The O&M agency’s undertaking of this Contract shall be deemed to mean that the O&M agency possesses the knowledge of GSDC and O&M related requirements as stipulated in the RFP.
- (b) The O&M agency shall be deemed to have understood the requirements and have satisfied itself with the data contained in the RFP Document, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting its obligations and responsibilities therewith under the Contract and its ability to perform it.
- (c) O&M agency shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the O&M agency undertaking the works shall cover all the O&M agency’s obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which TENDERER may issue in accordance with the connection therewith and of any proper and reasonable measures which the O&M agency takes in the absence of specific instructions from TENDERER.

4.31 O&M agency's team

- 4.31.1 The O&M agency shall supply to TENDERER an organization chart showing the proposed organization / manpower not less than the proposal made in the proposed technical solution of the RFP, to be established by the O&M agency for execution of the work / facilities including the identities and Curriculum-Vitae of the key personnel to be deployed during Kick-off meeting. The O&M agency shall promptly inform TENDERER in writing of any revision or alteration in such organization chart.
- 4.31.2 The O&M agency shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs / charges in connection thereof.
- 4.31.3 The O&M agency shall provide and deploy manpower on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.
- 4.31.4 TENDERER may at any time object to and require the O&M agency to remove forthwith from the site an employee of the O&M agency or any persons deployed by O&M agency or it's sub-contracted agency, if in the opinion of TENDERER, the person in question has misconducted himself or his deployment is otherwise considered undesirable by TENDERER, the O&M agency shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of TENDERER.
- 4.31.5 TENDERER may at any time request the O&M agency to remove from the work / Site the O&M agency's supervisor or any other authorized representative including any employee of the O&M agency or its sub-contracting agency or any person(s) deployed by O&M agency or its sub-contracting agency for professional incompetence or negligence or for being deployed for work for which he is not suited. The O&M agency shall consider the request and may accede to or disregard it. TENDERER having made a request as aforesaid in the case of any person which the O&M agency has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the O&M agency to remove that person from deployment on the work which the O&M agency shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of TENDERER.
- 4.31.6 TENDERER shall state to the O&M agency in writing its reasons for any request or requirement pursuant to this clause.
- 4.31.7 The O&M agency shall maintain backup personnel for each domain which should be screened through DST / GIL 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 resume should be screened in advance and same resources should be made available as replacement.
- 4.31.8 In case of change in its team composition owing to attrition the O&M agency shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and

the new member.

- 4.31.9 The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 4.31.10 It is mandatory for successful bidder to deploy qualified professional to install, commission and maintain the equipments, as defined under scope of work.
- 4.31.11 The successful bidder has to submit regular schedule of man power availability and get it approved by GIL/DST/GoG.
- 4.31.12 The successful bidder has to deploy necessary problem escalation process and system to take care users at priority.
- 4.31.13 The successful bidder is free to deploy or to develop applications to facilitate the operation. GIL/DST/GoG will welcome the deployment such application in respect to improve Quality of Services.
- 4.31.14 For extending better services to the government, the successful bidder will be allowed to deploy and use own tested and proven solution, with prior permission form the GIL/DST/GoG.
- 4.31.15 The successful bidder needs to manage and maintain various records related to the services extended to the Government.
- 4.31.16 The Government network is being operated and maintained by various agencies. In such circumstances the successful bidder may need to coordinate and approach various agencies, if required.
- 4.31.17 The successful bidder needs to maintain the required security of network, database, e-mails, Proxy but not limited to above, related to the government operations.
- 4.31.18 The successful bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly, as per the guideline issued by GIL /DST/ GoG.
- 4.31.19 The understanding of the comprehensive maintenance under warranty period is as follows.
- 4.31.20 In case of failure, the successful bidder needs to replace or repair the faulty part/component/device to restore the services at the earliest.
- 4.31.21 The cost of the repairing or replacement of faulty part/component/device has to be entirely born by the successful bidder.
- 4.31.22 All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the successful bidder as part of comprehensive maintenance.
- 4.31.23 The successful bidder also needs to make alternate arrangement in case of major failure happens in the network, due to which services may be affecting for longer period.
- 4.31.24 After repairing or replacement of the part/component/device, the successful bidder needs to put the same into operation.
- 4.31.25 The escalation of the rate during the rate contract is not permitted.
- 4.31.26 The O&M agency will be responsible to carry out on job training mentioned below but not limited to, on quarterly basis and submit the content of training, attendance and output / result of the training.
 - Technical skill development
 - Soft skill development
 - Quality & Safety training

4.32 Statutory Requirements

- 4.32.1 During the tenure of this Contract nothing shall be done by the O&M agency in contravention of any law, act and / or rules / regulations, there under or any amendment

thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep TENDERER indemnified in this regard.

4.32.2 The O&M agency and their personnel/representative shall not alter / change / replace any hardware component proprietary to TENDERER and / or under warranty or AMC of third party without prior consent of TENDERER.

4.32.3 The O&M agency and their personnel/representative shall not without consent of TENDERER install any hardware or software not purchased / owned by TENDERER.

4.33 Contract Administration

4.33.1 Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:

- (i) Exercise all of the powers and functions of his / her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof and
- (ii) Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

4.33.2 The O&M agency along with the members of sub-contracted agency / third party shall be bound by all undertakings and representations made by the authorized representative of the O&M agency and any covenants stipulated hereunder with respect to this Contract for and on their behalf.

4.33.3 For the purpose of execution or performance of the obligations under this Contract TENDERER's Representative would act as an interface with the nominated representative of the O&M agency. O&M agency shall comply with any instructions that are given by TENDERER's Representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.

4.33.4 A Committee comprising of representatives from TENDERER and the O&M agency shall meet on a mutually agreed time or monthly basis to discuss any issues / bottlenecks being encountered. The O&M agency shall draw the minutes of these meetings and circulate to TENDERER.

4.34 Right of Monitoring, Inspection and Periodic Audit

4.34.1 TENDERER reserves the right to inspect and monitor / assess the progress / performance / maintenance of the GSDC facilities at any time during the course of the Contract, after providing due notice to the O&M agency. TENDERER may demand and upon such demand being made TENDERER shall be provided with any document, data, material or any other information which it may require to assess the progress of the project/delivery of services.

4.34.2 TENDERER shall also have the right to conduct, either itself or through another third party as it may deem fit, an audit to monitor the performance of the O&M agency of its obligations / functions in accordance with the standards committed to or required by TENDERER and the O&M agency undertakes to cooperate with and provide to

TENDERER / any other third party appointed by TENDERER, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the O&M agency failing which TENDERER may without prejudice to any other rights that it may have issued a notice of default.

4.35 Information Security

- 4.35.1 The O&M agency shall not carry and / or transmit any material, information, layouts, diagrams, storage media or any other goods / material in physical or electronic form, which are proprietary to or owned by TENDERER , without prior written permission from TENDERER.
- 4.35.2 The O&M agency shall adhere to the Information Security policy developed by TENDERER.
- 4.35.3 O&M agency acknowledges that TENDERER business data and other TENDERER proprietary information or materials, whether developed by TENDERER or being used by TENDERER pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to TENDERER and O&M agency agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by O&M agency to protect its own proprietary information. O&M agency recognizes that the goodwill of TENDERER depends, among other things, upon O&M agency keeping such proprietary information confidential and that unauthorized disclosure of the same by O&M agency could damage TENDERER and that by reason of Implementation Agency’s duties hereunder. O&M agency may come into possession of such proprietary information even though O&M agency does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. O&M agency shall use such information only for the purpose of performing the said services.
- 4.35.4 O&M agency shall, upon termination of this agreement for any reason or upon demand by TENDERER, whichever is earlier return any and all information provided to O&M agency by TENDERER including any copies or reproductions, both hard copy and electronic.

4.36 Relationship between the Parties

- 4.36.1 Nothing in this Contract constitutes any fiduciary relationship between TENDERER and O&M agency’s Team or any relationship of employer employee, principal and agent, or partnership, between TENDERER and O&M agency.
- 4.36.2 No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- 4.36.3 TENDERER has no obligations to the O&M agency’s Team except as agreed under the terms of this Contract.

4.37 Special Terms and Conditions

- 4.37.1 Second hand Equipment: Any proposed equipments shall be new and no second hand equipment shall be accepted. Occurrence of such an event, will amount to mischief and

fraudulence and the Bidder shall be liable for penal action.

4.37.2 Acceptance Test: A Testing Committee shall be constituted comprising of officers duly authorized by TENDERER and/or any third party agency appointed by it. The acceptance tests shall be carried at each site by the committee.

4.38 Final Acceptance Test (FAT)

4.38.1 The Equipment / Software (NMS / EMS) shall be deemed to be commissioned, subject to successful FAT. Availability of all the defined services shall be verified. The O&M agency shall be required to demonstrate all the features/facilities/functionalities as mentioned in the RFP for each site.

4.38.2 The discovery of the GSDC equipment on EMS/NMS tool would be part of FAT.

4.38.3 All documentation as defined should be completed before the final acceptance test.

4.38.4 On successful completion of the final acceptance and TENDERER are satisfied with the working of the system, the acceptance certificate signed by TENDERER will be issued to the O&M agency.

4.38.5 The date on which final acceptance certificate is issued shall be deemed to be date of successful commission of the equipment. Any delay by the O&M agency in commissioning of equipments shall render the O&M agency liable to the imposition of appropriate liquidated damages.

4.39 Delay in Taking over

4.39.1 The time for takeover of entire O&M Operations shall be 60 working days from the date of Kick-off Meeting.

4.39.2 Successful Taking over of GSDC shall be certified by the TENDERER after necessary verification and validation.

4.39.3 If the O&M agency fails to comply with the time schedule, the O&M agency shall be liable to pay penalty as mentioned in Volume II of RFP/Bid.

4.39.4 The delay due to force majeure situation shall be excluded from the calculation of delay.

4.40 SLA Monitoring

4.40.1 TENDERER may engage third party audit agency or designate any agency/team for SLA management and monitoring. This third party audit agency shall monitor the SLA parameters and generate reports on regular basis. TENDERER reserves the right to periodically change the measurement points and methodologies used.

4.40.2 The O&M agency shall establish an Enterprise/Network Management System for monitoring and measurement of the SLA parameters prescribed for GSDC.

4.41 Exit Management

4.41.1 Purpose

(a) This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties shall ensure that their respective associated entities, in case of TENDERER, any third party appointed by TENDERER and in case of the O&M agency, the sub-contractors, carry out their respective obligations set out in this Exit Management Clause.

- (b) The exit management period starts 3 months before the expiry of contract or in case of termination of contract, the date on which the notice of termination is sent to the O&M Agency.
- (c) The exit management period ends on the date agreed upon by TENDERER or one year after the beginning of the exit management period, whichever is earlier.
- (d) The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the vendor carry out their respective obligations set out in this Exit Management Clause.
- (e) Before the expiry of the exit management period, the O&M agency shall deliver to TENDERER or its nominated agencies all new or up-dated materials from the categories set out in point 4.5 above, and shall not retain any copies thereof, except that the O&M agency shall be permitted to retain one copy of such materials for archival purposes only.
- (f) After completion of contract period (5 years), the contract may be extended next one year subject to the service of the O&M agency and TENDERER's discretion.

4.41.2 Cooperation and Provision of Information

- (a) During the exit management period:
 - (i) The O&M agency will allow TENDERER or any third party appointed by TENDERER, access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable TENDERER or any third party appointed by TENDERER to assess the existing services being delivered;
 - (ii) Promptly on reasonable request by TENDERER or any third party appointed by TENDERER, the O&M agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the "Contract", the Project Plan, SLA and Scope of Work, relating to any material aspect of the services. TENDERER or any third party appointed by TENDERER shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The GSDC O&M agency shall permit TENDERER or any third party appointed by TENDERER to have reasonable access to its employees and facilities as reasonably required by TENDERER or any third party appointed by TENDERER to understand the methods of delivery of the services employed by the O&M agency and to assist appropriate knowledge transfer.
 - (iii) Before the end of exit management period, the O&M agency will ensure a successful trial run of Cloud, E-mail, proxy, Network administration, Facility management including helpdesk management etc. by TENDERER or by any third party appointed by TENDERER.
- (b) Confidential Information, Security and Data
 - (i) The O&M agency will promptly, on the commencement of the exit management period, supply to TENDERER or any third party appointed by

TENDERER the following:

- a. Information relating to the current services rendered and performance data relating to the performance of sub-contractors/ bandwidth providers in relation to the services.
 - b. Documentation related to Intellectual Property Rights.
 - c. All confidential information related to TENDERER.
 - d. Documentation relating to sub-contractors.
 - e. All current and updated TENDERER data as is reasonably required by TENDERER or any third party appointed by TENDERER for purposes of transitioning the services to TENDERER or any third party appointed by TENDERER, in a format prescribed by TENDERER or any third party appointed by TENDERER.
 - f. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable TENDERER or any third party appointed by TENDERER, to carry out due diligence in order to transition the provision of the Services to TENDERER or any third party appointed by TENDERER, (as the case may be).
- (ii) Before the expiry of the exit management period, the O&M agency shall deliver to TENDERER or any third party appointed by TENDERER all new or up- dated materials from the categories set out above and shall not retain any copies thereof.
- (iii) Before the expiry of the exit management period, unless otherwise provided under the “Contract”, TENDERER or any third party appointed by TENDERER shall deliver to the O&M agency all forms of “O&M agency’s” confidential information which is in the possession or control of TENDERER or any third party appointed by TENDERER.
- (c) Right of Access to Premises
- (i) At any time during the exit management period, where Assets are located at the O&M agency’s premises, the O&M agency will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) TENDERER or any third party appointed by TENDERER in order to take stock of the Assets.
 - (ii) The O&M agency shall also give TENDERER or any third party appointed by TENDERER, right of reasonable access to its premises and shall procure TENDERER or any third party appointed by TENDERER, rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the “Contract” as is reasonably necessary to migrate the services to TENDERER or any third party appointed by TENDERER.
- (d) General Obligations of the O&M agency
- (i) The O&M agency shall provide all such information as may reasonably be necessary to bring into effect seamless handover as practicable in the circumstances to TENDERER or any third party appointed by TENDERER and which the O&M agency

has in its possession or control at any time during the exit management period.

- (ii) For the purposes of this Clause, anything in the possession or control of any O&M agency, associated entity, or sub-contractor is deemed to be in the possession or control of the O&M agency.
- (iii) The O&M agency shall commit adequate resources to comply with its obligations under this Exit Management Clause.

4.41.3 Exit Management Plan

The O&M agency shall provide TENDERER or any third party appointed by TENDERER with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the "Contract" as a whole and in relation to the Project Plan, SLA and Scope of Work.

- (a) A detailed program of the transfer process that could be used in conjunction with TENDERER or any third party appointed by TENDERER including details of the means to be used to ensure continuing provision of the services throughout the transfer process and of the management structure to be used during the transfer.
- (b) Plans for the communication with such of the O&M agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on TENDERER's operations as a result of undertaking the transfer.
- (c) Identification of specific security tasks necessary at termination.
- (d) Plans for provision of contingent support to TENDERER or any third party appointed by TENDERER for a reasonable period after transfer for the purposes of seamlessly replacing the Services.

4.41.4 The O&M agency shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.

4.41.5 Each Exit Management Plan shall be presented by the O&M agency to and approved by TENDERER or any third party appointed by TENDERER.

4.41.6 In case of expiry or termination of contract, each Party shall comply with the Exit Management Plan.

4.41.7 During the exit management period, the O&M agency shall use its best efforts to deliver the services.

4.41.8 Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

4.41.9 This Exit Management plan shall be furnished in writing to TENDERER or any third party appointed by TENDERER within 90 days from the Effective Date of "Contract".

4.42 Representations and warranties

4.42.1 Representations and Warranties by the O&M agency

- (a) It is a company/ organization under any statute of India duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof;
- (b) It has in full force and effect all requisite clearances, approvals and permits necessary

to enter into the Agreement and perform its obligations hereof;

- (c) It will have the legally valid and enforceable title to all Equipment as may be necessary for proper functioning and it will be free from all encumbrances, liens, charges, any security interest and adverse claims of any description;
- (d) The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers;
- (e) Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the successful bidder.
- (f) Necessary approvals/ clearances from concerned authorities, as required, for fire protection, government duties / taxes / Octroi, are to be obtained by the successful bidder.
- (g) Necessary approvals/ clearances, from concerned authorities (like City Nagar, Nigam, Public Works Department (PWD), Department of Irrigation, State Electricity Board etc. for "Right of way"), as required, are to be obtained by the successful bidder for laying their own cables to meet system requirements, However, tenderer will reimburse the actual expenses incurred by bidder for getting the RoW permission (except for reinstatement expenses) upon submission of original receipts.
- (h) There is no pending or threatened actions, suits or proceedings affecting the O&M agency or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the O&M agency's ability to perform its obligations under the Agreement; and neither O&M agency nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise);
- (i) The O&M agency confirms that all representations and warranties of the O&M agency set forth in the Agreement are true, complete and correct in all respects;
- (j) No information given by the O&M agency in relation to the Agreement, project documents or any document comprising security contains any material misstatement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;
- (k) All equipment including material to be installed by the O&M agency in the GSDC shall be new. All equipment shall conform to the codes, standards and regulations applicable to networking facilities and benefit from the usual manufacturer's guarantees.

4.42.2 Representations and Warranties by TENDERER

- (a) It has full legal right; power and authority to execute the GSDC O&M project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
- (b) The Agreement has been duly authorized, executed and delivered by TENDERER and constitutes valid, legal and binding obligation of TENDERER.
- (c) The execution and delivery of the Agreement with the O&M agency does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to TENDERER, its assets or its administration.

4.43 Each Day during the Agreement

The Parties agree that these representations and warranties are taken to be made on each Day during the term of the Agreement.

4.44 Indemnity

Successful Bidder will defend and/or settle any claims against TENDERER that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Successful Bidder will rely on Customer's prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent, or TENDERER may procure a license. If these options are not available, TENDERER will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.

4.45 Risk Purchase

TENDERER on identifying any material breach of contract by Bidder, shall give Bidder a cure period of 90 days to correct the breach. If Bidder fails to cure the breach in the said time duration and accept its inability to correct, TENDERER may terminate the part of the contract that is breached and employ a third party to do the work on behalf of TENDERER. Bidder shall not be liable for any compensation for the work executed this way. Bidder shall execute the balance part of work as agreed under the contract.

Section V – Payment Terms

5.1 Payment Schedule

Sl. No.	Activity	Payment (%)
1	Operations & Maintenance as per Schedule I of financial bid	
	Operational & Maintenance and AMC support during the contract period of 5 years	60 equal Monthly Installments after the end of each month.

5.2 Payment Procedure

5.2.1 O&M Component

- (a) The payments to the O&M agency will be made monthly at the end of each month on acceptance of the invoice by the TENDERER or its designated agency.
- (b) The invoice would be processed for release of payment within 15 days after due verification of the invoice and other supporting documents by TENDERER or its designated agency.
- (c) In case the processing of the invoice gets delayed beyond 15 days from the date of acceptance of invoice, the O&M agency would be paid an ad-hoc amount of 50% of invoice value and the remaining amount would be released after getting clarifications, due verification and imposition of penalty, if any.
- (d) Payment shall be made in Indian Rupees. While making payment, necessary income tax and service tax deductions will be made.

Section VI– Formats to Response to the RFP: Pre-qualification Bid**6.1 Format 1: Pre-Qualification Bid Letter**

To,

DGM (Technical)

Gujarat Informatics Limited

8th Floor, Block -1, Udyog Bhavan, Sector - 11,

Gandhinagar 382010, Gujarat, India

Sir/Madam,

Sub: Appointment of an Agency for Operations and Maintenance of the GSDC for the State of Gujarat

Reference: RFP No: <Bid REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail the entire Bid documents do hereby propose to provide the services as specified in the above referred Bid document number along with the following:

1. **Earnest Money Deposit (EMD):** We have enclosed an EMD in the form of a Demand Draft/ Bank Guarantee no. _____ dated xx/xx/xxxx for Rs. 1,60,000,00/- (Rupees One Crore Sixty lacs only) drawn on _____. This EMD is liable to be forfeited in accordance with the provisions of this RFP.
2. **Contract Performance Bank Guarantee:** We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in Volume I, Annexure 3 - Proforma and as per Section IV - General Conditions of Contract.
3. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
4. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name Designation
Seal Date:
Business Address:

6.2 Format 2: General Information about the Bidder

Details of the Bidder				
1.	Name of the Bidder & Address of the Bidder			
2.	Status of the Company (Public Ltd/ Pvt. Ltd)			
3.	Details of Incorporation of the Company			Date:
				Ref. #
4.	Details of Commencement of Business			Date:
				Ref. #
5.	Company Identification Number (CIN)			
6.	Registered Office of the Company :			
7.	Composition of the Board of Directors of the Company. Please furnish Name, Designation and their DIN.			
8.	Name of Company Secretary of the Company and his/her Membership No.			
9.	Name and address of the Statutory Auditors of Company for the Financial years			
10.	Valid GST registration No. & Date			
11.	Valid Service Tax registration No. & Date			
12.	Permanent Account Number (PAN)			
13.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
14.	Telephone No. (with STD Code)			
15.	E-Mail of the contact person:			
16.	Fax No. (with STD Code)			
17.	Website			
18.	Financial Details (as per audited Balance Sheets) (in Cr)			
	Year	Year1	Year2	Year3
	Net Worth			
	Total Turnover			
	PAT			

6.3 Format 3: Pre-qualification Checklist

Sr. No.	Eligibility Criteria	Supporting Document Uploaded Yes/No
1.		
2.		
3.		
4.		
5.		
6.		

6.4 Format 4: Technical Bid Format.**Note:**

The bidder has to upload/attach/submit a file as per below format along with relevant brochures mentioning the item quoted, its make and model and Deviation/ Remarks (if any) as per specifications mentioned in Section 5.

S/N	Item Description	Unit	Make and Model	Matched/ Not Matched	Deviation/ Remarks If any	Brochures/ Supporting Document Attached (Yes/No)
1						
2						
3						
4						
5						

Important Note: Immediate temporary Replacement of faulty equipment/s need to be provided to end-users during the period of repair without any additional cost to Govt. of Gujarat. Bidder is required to maintain sufficient spare inventory for the above purpose.

6.5 Format 5: Format for MAF / OEM Authorization.

Format of MAF/OEM Authorization

No. _____ dated _____

To

Ref: Tender No. _____

Subject: _____

Dear Sir,

We, _____ who are established and reputed manufacturers of _____ having factories at _____

_____ (address of factory) do hereby authorize M/s. _____ (Name & Address of agent) to submit a bid, and sign the contract with you against above mentioned tender No:

We authorized the _____ (name of the bidder) for the following modules/products:

Sr. No.	Product Name	Make & Model

We hereby confirm that the offered Product in the referenced RFP will be provided unconditionally with a back to back warranty, maintenance, support services and parts availability etc. for proposed product etc. available for the period of five years from FAT through M/s _____ (SI/Bidder).

Yours faithfully,

(Name)

(Name of manufacturers)

6.6 Format 6: Declaration Regarding Blacklisting

To,

DGM(Technical)

Gujarat Informatics Limited
Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,
Sector 10A, Gandhinagar, Gujarat 382010

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No _____] regarding Appointment of an Agency for Operations and Maintenance of GSDC for the State of Gujarat for a period of five years. I hereby declare that my company has not been blacklisted by any Ministry of Government of India or by Government of any State in India or by Government of Gujarat or any of the Government PSUs. I further certify that I am the Director/Company Secretary and am therefore, competent in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder) Printed Name

Designation

Seal DIN/Membership No.

Date: Business Address:

6.7 Format 7: Undertaking for Acceptance of Terms and Conditions in RFP

To,

DGM(Technical)

Gujarat Informatics Limited

Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,

Sector 10A, Gandhinagar, Gujarat 382010

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No _____] regarding Appointment of an Agency for Operations and Maintenance of GSDC for the State of Gujarat for a period of five years. I declare that all the terms and conditions and provisions of this RFP Document including SoW and SLAs are acceptable to my company. I further certify that I am the Director/Company Secretary and am therefore, competent in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name Designation

Seal DIN/Membership No.

Date: Business Address:

6.8 Format 8: Annual Sales Turnover Statement
(On Applicant's Statutory Auditor's letterhead)

Date:

This is to certify that we M/s _____ are the statutory Auditors of M/s _____ and that the below mentioned calculations are true as per the Audited Financial Statements of M/s _____ for the below mentioned years. (any three out of 4 FY)

Sr.	Turnover	2017-2018	2018-2019	2019-2020	2020-2021
1	Annual Turnover as per Profit and Loss Account				
2	Net worth as per Audited Balance Sheet				
3	Turnover generated solely from Networking (setting up or O&M) and Data Centre (setting up or O&M)				
4	Net Profit as per Profit & Loss Account				

Yours faithfully,

(Signature of the Auditor) Printed Name

Designation

Seal DIN/Membership No. Date:

Business Address:

Note: Please upload the Copy of the audited Annual Accounts of the company for the last three years including Balance sheet, Profit & Loss A/c, Directors' Report and Statuary Auditor's Report.

6.9 Format 9: Completion of Projects of Prescribed Nature and Size

(Please fill one separate form for each project according to pre-qualification criteria.)

S. No.	Criteria	Project
1	Implementer Company	
2	Customer's Name	
3	Scope of the Project	Please provide scope of the project, highlight Key Result Areas expected and achieved
4	Value of Project	
5	Did the project involve implementation and/or maintenance of Data Centre	Yes/No
6	Total No. of Racks	
7	Completion certificate	Yes/No
9	Customer Contact Person's detail	
A	Name	
B	Designation	
C	Email	
D	Phone	
E	Fax	
F	Mailing address	

- Note: 1. The Copies of work order and the client certificates for satisfactory completion of the project and showing the order value and cost.
2. Completion certificate of prescribed nature and size as mentioned to be uploaded.

Section VII – Format for Response to RFP: Technical Bid

7.1 Format 1: Technical Bid Letter

To,

DGM(Technical)

Gujarat Informatics Limited
Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,
Sector 10A, Gandhinagar, Gujarat 382010

Sir/Madam,

Sub: Appointment of an Agency for Operations and Maintenance of the GSDC for the State of Gujarat

Reference: RFP No: <Bid REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail the entire Bid documents do hereby propose to provide the services as specified in the above referred Bid document number along with the following:

1. We declare that all the services shall be performed strictly in accordance with the bid documents. Further we agree that additional conditions or assumptions, if any, found in the RFP documents shall not be given effect to.
2. We agree to abide by this bid for a period of 180 days from the date of financial bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.
3. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
4. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thankingyou,

Yours faithfully,

(Signature of the Bidder)
Printed Name Designation
Seal Date:
Business Address:

7.2 Format 2: Relationship with OEM

Bidder needs to enclose the authorization on OEM’s letterhead for direct OEM support for major critical equipments like IPS, Firewall, WAF, SIEM, routers, switch network device but not limited to including existing assets covered in this Contract. During the contract period, if OEM declares any equipment as end of support for any reasons, OEM has to replace that equipment with better or equivalent products without any cost to GoG. OEM has to also submit on their letter head, complete details on the support available for the equipment, their end of support dates and replacement model if any. Format enclosed.

Format for Certificate of Support from OEM

To
DGM (Technical)
Gujarat Informatics Limited
Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,
Sector 10A, Gandhinagar, Gujarat 382010

Dated:

Subject: Support for “Name of OEM” Inventory installed and in use for GSDC

Reference: RFP No: <Bid Ref. NUMBER> Dated <DD/MM/YYYY>

Certified the hardware / software mentioned in Annexure A, for which our company, “(Name of OEM)” is the OEM, has been quoted for support in the bid of M/s. (Partner name)

Subject to existence of valid pre-purchased support contract with “Name of OEM” we undertake to provide the following:

1. TAC Support for operation, maintenance and upgrade of the quoted product on 24 x 7 basis up to 31st Dec 2020.
2. RMA replacement when required identified and approved by “Name of OEM” Technical Team (with an equivalent or upgrade model)
3. Full support towards migration to IPV6 for the GSDC & applications running in GSWAN network by studying, planning, designing and recommending the migration path and methodology.

We also certify that the Bidder and “Name of OEM” have agreed to execute agreement in the above respect subject to the Bidder being selected for the Project and Bidder loading support order on “Name of OEM”, a copy of same shall be shared with you, with in 1 month of ordering of support by Bidder

For Partner

For OEM

Authorized signatory of Bidder

Authorized signatory of OEM

<<BILL OF MATERIAL>>

7.3 Format 3: Proposed Solution

1. The Bidder is required to describe the proposed Technical Solution in this section. Following should be captured in the explanation:
 - Clear articulation and description of the design and technical solution and various components (including diagrams and calculations wherever applicable)
 - Extent of compliance to technical requirements specified in the scope of work
 - Technical Design and clear articulation of benefits to Govt. of various components of the solution vis-à-vis other options available.
 - Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients.
2. The Bidder should provide detailed design and sizing calculation for the following listing all assumptions that have been considered:
Operations & Maintenance
 - a. Help Desk Services
 - b. System Maintenance & Management
 - c. Network / Security Administration
 - d. Backup & Restoration
 - e. Escalation Plan
3. Understanding of Scope, Approach & Methodology for O&M of GSDC and adherence to SLAs. Understanding role of O&M in complaint resolution
4. Bidder has to describe about their plan of dealing with all existing equipment at SDC and classification of critical equipments and non-critical equipments and how they are going to deal with out of warranty equipment.
5. Bidder shall provide a detailed project management plan with timelines, handing over and taking over process, resource allocation, milestones etc. for Operations & Maintenance of the GSDC.
6. Scope related value addition over and above the requirement mentioned in this document

7.4 Format 4: Core Project Team

Bidder shall provide a detailed description of the proposed Core Project Team to be deployed for the O&M of GSDC. The description should include details about the Project Team hierarchy and a detailed explanation of the role to be played by each individual that would be part of the O&M team.

Section VIII– Formats to Response to the RFP: Financial Bid

8.1 Format 2: Price/Financial Bid

S. No.	ITEM	Total Price (in Rs. with Taxes)
SCHEDULE – I		
A	Operations and Maintenance of GSDC for 5 Years	
A1	Year-1	
A2	Year-2	
A3	Year-3	
A4	Year-4	
A5	Year-5	
B	Comprehensive AMC of existing Assets during the Contract Period	
B1	Year-1	
B2	Year-2	
B3	Year-3	
B4	Year-4	
B5	Year-5	
	Total (A+ B)	

Note:

1. L1 will be the lowest sum total of rates without taxes.
2. Sum Total of Schedule - I (A- 1 to A5 & B1 to B5) would be paid in 60 equated Months.
3. In the above table, for Comprehensive AMC of the existing assets bidders are requested to put aggregate cost of Year 1 AMC in B1 row of all the GSDC Assets listed under Annexure I – VIII enclosed For Year 2, bidders are requested to put aggregate cost in B2 row of all the GSDC Assets listed under Annexure I – VIII enclosed. Breakup of item wise AMC rates of all the GSDC Assets listed under Annexure I – VIII enclosed as physical price bid in sealed cover at GIL Office.
4. On or before last date of submission of the bid, Bidders are required to submit the price bid and detailed break-up of the prices as per annexure asked in Schedule B, (item wise & year wise CAMC Charges for each component) and unit wise additional rates of the manpower as a physical document to GIL office in sealed cover.

Annexure 1: RFP Document Acknowledgement Form

Dated:

To,

DGM (Technical)

Gujarat Informatics Limited

Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,
Sector 10A, Gandhinagar, Gujarat 382010

Dear Sir,

We hereby acknowledge receipt of a complete set of RFP Documents consisting of Annexure (along with their Appendices) enclosed to the "Invitation for Bid" pertaining to providing of _____services against RFP no._____.

We have noted that the closing date for receipt of the RFP by GIL is_____at < > hrs. and opening at < > hrs. on the same day.

We guarantee that the contents of the above said RFP Documents will be kept confidential within our organization and text of the said documents shall remain the property of GIL and that the said documents are to be used only for the purpose intended by GIL.

Our address for further correspondence on this tender will be as under:

Telexno:.....

Fax no: Telephone no:

Personalattentionof:..... (if required)

Yours faithfully,

(Bidder) Note: this form should be returned along with offer duly signed.

PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To
DGM (Tech)
Gujarat Informatics Limited,
Block -2, 2nd Floor, Karmyogi Bhavan,
Sector – 10A, Gandhinagar.
(Gujarat)

Dear Sir,

1. WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for **Selection of Agency for Operation & Maintenance of GSDC of Department of Science & Technology, Govt. of Gujarat for a Period of five years Government of Gujarat** AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

2. WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Government of Gujarat ("GoG") the Guarantee: THEREFORE the Bank hereby agrees and affirms as follows:
The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to GoG under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GoG under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GoG in that behalf and without delay/demur or set off, pay to GoG any and all sums demanded by GoG under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GoG to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decide by the bidder and GoG. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder and the Bank.

5. The BANK also agrees that GoG at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and notwithstanding any

Request for Proposal

Department of Science & Technology

security or other guarantee that GoG may have in relation to the Bidder’s liabilities.

- 6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GoG or any other indulgence shown by GoG or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
- 7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of

Witness

(Signature)

(Signature)

(Name)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)

Designation with Bank Stamp

Plus Attorney as per Power of Attorney No.

Dated:

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2021/7729/DMO dated 12.04.2021 issued by Finance Department or further instruction issued by Finance department time to time.

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

To,
DGM (Technical)
Gujarat Informatics Limited
Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,
Sector 10A, Gandhinagar, Gujarat 382010

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the RFP No. <<<<>>> for <<<<>>> by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the -----, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2021.

THE CONDITIONS of this obligation are:

- 1. The E.M.D. may be forfeited:
a. if a Bidder withdraws its bid during the period of bid validity
b. Does not accept the correction of errors made in the tender document;
c. In case of a successful Bidder, if the Bidder fails:
(i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
(ii) To furnish performance bank guarantee as mentioned above or
(iii) If the bidder is found to be involved in fraudulent practices.
(iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

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

This guarantee will remain valid up to the validity of Bids + 90 days. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

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

Request for Proposal

Department of Science & Technology

any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

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

Dated at _____ on this _____ day of _____ 2021.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

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

On letterhead of Bidder

**Sub : Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020
published by Ministry of Finance, Dept. of Expenditure, Public Procurement division**

Ref: Bid Number: _____

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number_____.

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise GIL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of **M/s <<Name of Company>>**

On letterhead of OEM

**Sub : Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020
published by Ministry of Finance, Dept. of Expenditure, Public Procurement division**

Ref: Bid Number: _____

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that our quoted product and our company are not from such a country, or if from such a country, our quoted product and our company have been registered with competent authority. I hereby certify that these quoted product and our company fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number _____.

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority; otherwise GIL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of **M/s <<Name of Company>>**