Request for Proposal (RFP) for Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance of State Wide IP Telephony Network for Government of Gujarat for the period of 5 years. (Tender no. HWT130324003)



Pre-bid meeting: 22.03.2024 at 1200 hours at GIL Last Date of Submission of Bid: 09.04.2024 up to 1500 hours Last Date of Submission of Bid Processing Fees & EMD: 09.04.2024 up to 1500 hours Date of Opening of Bids: 09.04.2024 on 1600 hours

# Bid Processing Fee: Rs. 17,700/-

Issued by:



GUJARAT INFORMATICS LIMITED Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar 382010. Proposal in the form of BID is requested for the item(s) in complete accordance with the documents/ attachments as per following guidelines.

- GIL Gujarat Informatics limited (A Government of Gujarat Company), On behalf of Department of Science & Technology, Government of Gujarat invites Bids from the organizations for Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance for 5 +1 +1 Year of State Wide IP Telephony Network for Government of Gujarat.
- DST/GIL intends to select the firm by inviting the proposals through Open Tender Process. Bidder shall upload their bids <u>https://tender.nprocure.com</u>
- Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- Services offered should be strictly as per requirements mentioned in this Bid document.
- Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, DST/GIL reserves the right to ask for a revised financial offer.
- Any subsequent corrigenda / clarifications will be made available on <u>https://tender.nprocure.com</u> or <u>https://gil.gujarat.gov.in/</u>
- In addition to this RFP, the following sections attached are part of Bid Documents.

Section – 1	Project Profile
Section – 2	Eligibility Criteria
Section – 3	Scope of Work
Section – 4	Functional & Technical Requirements
Section – 5	Service Level Agreement, penalties and Payment terms
Section – 6	Instructions to the Bidders
Section – 7	Price Bid
Section – 8	Annexure

Instruction to the bidders for online bid submission:

- Tender documents are available only in electronic format which Bidders can download free of cost from the website <u>https://gil.gujarat.gov.in/</u> and <u>https://tender.nprocure.com</u>
- The bids have been invited through e-tendering on the website <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>
- Bidders who wish to participate in this bid will have to register on https://tender.nprocure.com
- You have to submit the DDs of the Bid-processing fee of Rs. 17,700/- (Including GST) (Non-refundable) at following Address with the heading "Bid processing Fees for E-tender Tender no. HWT130324003 regarding Bid for Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance of State Wide IP Telephony Network for Government of Gujarat for the period of 5 years"

NOTE: Please address all correspondence to:

DGM (Tech) Gujarat Informatics Limited, Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar 382 010. Phone No.: 079 - 232 52026, 079 -232 58155 E-mail: dgmtech-gil@gujarat.gov.in; srmgr1-gswan@gujarat.gov.in

#### **DEFINITIONS**

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

- 1. "Acceptance Test Document" means a document, which defines procedures for testing the deliverables against requirements laid down in the Agreement.
- 2. "Agreement" means the Service Level Agreement to be signed between the successful bidder and DST/GIL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- 3. "Authorized Representative/ Agency" shall mean any person/ agency authorized by either of the parties.
- 4. "Bidder" means any agency providing similar solutions as per the scope of work of RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom DST/GIL signs the Service Level Agreement.
- 5. "Contract" is used synonymously with Agreement.
- 6. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
- 7. "Default Notice" means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- 8. "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 DST/GIL of the benefits of free and open competition.
- 9. "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
- 10. "Law" shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
- 11. "Request for Proposal" means the detailed notification seeking a set of solutions(s), services(s), materials and/or any combination of them.
- 12. "Requirements" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
- 13. "Service" means provision of Contracted services for DST, DST/GIL.
- 14. "Subsystem" shall mean the in major components of the IP Telephony Network. E.g. in Voice Gateway, End points/IP phones, etc.
- 15. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
- 16. "Uptime" means the time period when specified services with specified technical and service standards as mentioned in Section-5 are available to DST/GIL and its user organizations. The uptime will be calculated as follows:

Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.

17. "% Uptime" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.

- 18. Downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.
- 19. "Incident" refers to any event / abnormalities in the functioning of the IP Telephony Network services that may lead to disruption in normal operations of the IP Telephony based services.
- 20. "Support" shall mean 24x7x365 days back to back OEM support includes upgrades, patch updates, bug fixes, Fault Reporting, Trouble Ticketing, and resolution of related enquiries during the contract period.
- 21. "Scheduled Maintenance Time / Scheduled downtime" shall mean the time that the System is not inservice due to a scheduled work. Scheduled maintenance time is planned downtime with the prior permission (Minimum 48 Hour prior Notice).
- 22. "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications hosted on cloud will be 24x7x365.
- 23. Soft Client/Agent/UC client is an app/software/program which will enable users to do audio calling through PC/Desktop, laptop and mobile phones. Soft Client must be provided to all users with IP Phones to control their phone from PC and allow user to make/receive calls, search from directory on PC and click to call.
- 24. Users: End Point/IP phone users are classified as mentioned below:
  - a. <u>Type A Users</u>: Users with the facilities like IP phone. Type-A user connection will include a Physical IP phone and a soft agent for chat, file share, presence, directory. Type-A user connection will be on 1+1 mode (Boss-Secretary) where 2nd endpoint will be of Type-B.
  - <u>Type B Users:</u> Users will get normal IP phone with CLI, audio calling, audio calling through soft client/agent on desktop/laptop/mobile phone, conferencing etc. Type-B user connection will include a Physical Audio IP phone and a soft agent for chat, file share, presence, directory & audio calling.

# Abbreviation

Abbreviation     Descript		
Abbreviation	Descript ion	
	1011	
Gol	Government of India	
GoG	Government of Gujarat	
DST	Department of Science & Technology, Government of Gujarat	
GIL	Gujarat Informatics Limited	
GSWAN	Gujarat State Wide Area Network	
GSDC	Gujarat State Data Center	
SICN	Sachivalaya Integrated Communication Network (SICN)	
FAT	Final Acceptance Test	
BoQ	Bill of Quantity	
EMD	Earnest Money Deposit	
FAT	Final Acceptance Testing	
IP	Internet Protocol	
Lol	Letter of Intent	
LoA	Letter of Award	
O&M	Operations and Maintenance	
PBG	Performance Bank Guarantee	
РоЕ	Power Over Ethernet	
SI	System Integrator	

# SECTION: 1

# PROJECT PROFILE

## SECTION: 1: PROJECT PROFILE

Gujarat Informatics Limited (GIL), on behalf of Department of Science & Technology (DST), Government of Gujarat intends to invite bids from the bidders having capability for the "Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance of State Wide IP Telephony Network for Government of Gujarat for the period of 5 years"

## Background:

Existing Telephony Network: The Sachivalaya Integrated Communication Network (SICN) was setup in the year 2000 by Department of Science and Technology, Government of Gujarat to cater its voice communication needs. This critical telephone network runs on the Avaya G3R V7 Definity system. The current set up consists of approximately 9,375 extensions (Analog (9,441) + Digital) (761)), 21 PRI Links, Peripherals like Voice Mail System, Call Billing system and other Services. At present, there are total 10 Remote Units (RUs) and a Main Unit in SICN network. These RUs are connected to the main location (PPN) at Vidhansabha, Gandhinagar through dedicated fibre optic links owned by Department of S&T, GoG. Further, PRIs are distributed at 4 different RU locations.

Apart from above mentioned DST, GoG has also implemented state of art, technology driven projects like Gujarat State Data Centre (GSDC) Gujarat State Wide Area Network (GSWAN) to fulfil the need of centralized infrastructure for providing connectivity and hosting various application vital for the State government.

### Way Forward:

"Department of Science & Technology, Government of Gujarat envisages to build IP Telephony network by leveraging its existing fiber Network backbone of GSWAN & SDC throughout the state, Gujarat"

As mentioned above, DST/GIL intends to implement state of art next generation IP based voice communication system to upgrade its legacy communication network "SICN" at State Capital.

At present, Gujarat Informatics Limited (GIL), a PSU under the Department of Science & Technology (DST), is acting as the Nodal Agency of the Government for IT related procurement (Hardware & Software).

Directorate of IT & e-Governance (DIT) manages the eGovernance Applications and various Infrastructure Projects in the State.

GIL will implement the project throughout the State.

# SECTION: 2

# ELIGIBILITY CRITERIA

# ELIGIBILITY CRITERIA

S/N	Specific Requirements	Documents Required
1	Bidder should be a company registered under Indian Companies Act, 1956, should be an established IT/Telecom System Integrator operating for the last five years as on bid submission date.	Certificates of incorporation AND Self-Declaration Certificates
	Bidder must have average annual turnover of at least Rs. $50$ crores for each of the last three financial Years as on $31^{st}$ March 2023.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed.
2	AND Average Annual Sales Turnover of the bidder solely generated on account of Telephony/Telecom/VoIP/Unified C ommunication during the last three years should be at least Rs. 25 crores as on 31 <sup>st</sup> March 2023.	Statutory auditor/CA certificate mentioning turnover of the bidder should be enclosed.
3	The bidder should have executed at least 1 (one) Project of IPPBX having minimum value as mentioned below in India during the last 05 years as on bid submission date. At least one single order of 50 Cr. At least 2 orders each of 25 Cr. At least 3 orders each of 15 Cr.	Please attach copy of purchase order and work completion certificate.
	The bidder must have positive Net worth in each of the last three financial years as on 31 <sup>st</sup> March, 2023	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed.
4		Statutory auditor/CA certificate mentioning net worth of the bidder should be enclosed.
	OEM of offered products must have positive Net worth in each of the last three financial years as on 31 <sup>st</sup> March, 2023	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed.
5		Statutory auditor/CA certificate mentioning net worth of the bidder should be enclosed.

6	OEM of offered products must have average annual turnover of at least Rs. $200$ crores for each of the last three financial Years as on $31^{st}$ March 2023.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. Statutory auditor/CA certificate mentioning turnover of the OEM should be enclosed.
7	The OEM of the offered IP Telephony system must be listed in the Gartner Unified Communications Reviews and Ratings. In case any OEM is producing IP telephony system under Make in India, Govt. of India Scheme then this clause is not applicable. White labelling will not be allowed.	Relevant Document and Undertaking
8	The bidder should be authorized by its OEM 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). All the proposed equipment's should not be declared End-of- Support for next 7 years from the date of bid submission by the OEM	Authorization certificate from OEM specific to this bid should be enclosed. Undertaking from Bidder if multiple OEM components being supplied as part of overall solution. The OEM undertaking letter should be enclosed.
9	The bidder should have an Office in Gujarat preferably at Ahmedabad or Gandhinagar OR Bidder should provide undertaking to open the same within 45 days from the award of Work Order.	Copy of any two of the followings: Property Tax Bill/Electricity Bill/ Telephone Bill/ VAT/CST Registration/Lease agreement.
10	Bidder and OEM should not be blacklisted by any Ministry of Government of India or by any State Government of India or any of the Government PSUs at the time of bidding.	Self-Declaration / Certificate / affidavit mentioning that the Bidder is not blacklisted as per the clause.
11	Bidder is required to adhere the guidelines published by Ministry of Finance, Dept. of Expenditure, Public Procurement division dated 23.07.2020 & 08.02.2021 while selecting the product and OEM. (Bidder has to submit undertaking as per prescribed format given at Annexure M)	Undertaking as per Annexure M (both OEM and Bidder)

## Note

- 1. The Bidder must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- 2. The bidder is required to submit the MAF for proposed solution including Hardware, software, etc.
- 3. Bidder to propose single OEM for IP telephony. The devices / components / solution should not be comprised for multiple OEM in IP Telephony solution. Call Billing/Accounting software may or may not be from IP Telephony OEM.

The bidder will have to submit Nonrefundable **Bid Processing Fees of Rs 17,700/-** & **Earnest Money Deposit (E.M.D.) of Rs. 1 Crore/- (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading "Bid processing Fees & EMD for E-tender no HWT130324003 for Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance of State Wide IP Telephony Network for Government of Gujarat for the period of 5 years." Please affix the stamp of your company on the overleaf of demand draft.

Bidders who wish to participate in this bid will have to register on <u>https://tender.nprocure.com</u> Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

The Clarifications must be submitted in writing to GIL at least 1 days before the pre-bid meeting date. Thereafter the clarifications received from the bidders will not be entertained.

Your bid should be submitted online through website https://gil.nprocure.com on or before **1500 Hours**, **09.04.2024**. Proposals after due time period will not be accepted.

In case of non-receipt of Bid processing fees and online bid submission on nprocure portal before due date and time as mentioned above bid will be rejected/disqualified by GIL.

# SECTION: 3

# SCOPE OF WORK

# SCOPE OF WORK

The Department of Science and technology is looking forward to build the in-house IP based Telephony Infrastructure capabilities to serve the need of voice communication of Government of Gujarat. Selected bidder needs to provide complete solution with a low-level design and implementation plan for migration to IP Telephony Platform from the legacy system without effecting day to day functioning of the Government.

DST envisages to implement the proposed IP telephony solution throughout the state capital Gandhinagar and the offices of Collector, DDO, TDO, SP's, Mamlatdar's spread across the state.

The solution proposed by the bidder should include all the necessary components like hardware, software, licenses, etc. to enable the DST/DIT/GIL for providing voice communication services from the day one. The scope of work under this RFP is broadly divided into two components:

- A. <u>System Integration Component:</u> Supply, Installation, Configuration, Testing, Commissioning and Support (24x7x365) of IP Telephony Infrastructure deployed for Government of Gujarat at Gandhinagar.
- B. <u>Operations & Maintenance Component:</u> Warranty support for a period of Five+One + One years from the date of Go-live of newly installed & Commissioned IP Telephony System, IT and Non-IT Infrastructures. However, the manpower support will be limited to one year only. The bidder will have to handover the complete solution to existing O&M agency.

## A) System Integration Component:

- 1. Bidder is responsible for supply, installation, testing, commissioning of the required Hardware and software components (Inclusive of Active and Passive components and sub components) as per the technical and functional and specification mentioned in the RFP document to successfully run the services envisaged. Further, Bidder is also responsible for operation & maintenance of the new system for the period of 1 years from the date of Go-Live. Further the warranty of all the products will be for 5 years & extendable additional 2 years.
- 2. The licenses procured by the selected bidder should be in the name of Department of Science and Technology, Government of Gujarat valid perpetual for life or must be Subscription for the entire period of 5 years & extendable additional 2 years.
- 3. It is envisaged that the new IP telephony infrastructure will be initially sized for 15,000 users. From the day one spread across State (as mentioned above) over 10,000 users will be connected immediately. Further, as per the RFP, TENDERER need not to pay any additional licensing charges till 14,000 users. The solution should work as a seamlessly as a unified communication solution across the state such that the IP phone can collaborate internally and externally amongst themselves for audio calling, PSTN calling, conferencing, with internal and external participants in a secure way.

Bidder is required to provide additional license at finalized rates during the contract period. Proposed telephony should be based on IP backbone. DST, envisage to use its existing GSWAN fiber backbone which connects various offices of GoG spread across Gujarat to carry the required voice traffic.

4. Bidder should provision required hardware and software components like Main Call control

server & server, Network Switches, PRI Gateway, UPS, Main Call manager, Call Accounting/Billing software, End Point-IP phones, patch cords, power Adapter etc. with appropriate licenses perpetual for life or Subscription to successfully operate the system as envisage.

- 5. It is envisaged that the central infrastructure of the proposed IP Telephony will be installed at Gujarat State Data Center, Gandhinagar. Further, it is also envisaged that the Disaster recovery of the main call control server/s will be installed at Server Farm situated at the basement of Vidhanshabha building, Gandhinagar, Gujarat (or any other location decided by DST/GIL later on) in Gandhinagar, which is connected to GSWAN network.
- 6. In case of any failure at main call control server/system there should be seamless failover between disaster recovery server/system & main call control server / system. After recovery of primary site, the failover to be reverted to main call control server without manual intervention.
- 7. Survival Branch: Bidder is also responsible for supply, installation, commissioning and O&M of survival branch facility at Swarnim Sankul-I & II, Vidhansabha, Minister's bungalows, Udyog Bhawan and Old secretariat, Gandhinagar and all other locations where voice gateway is installed across Gujarat in such a way that in case of network outage, these locations will function independently and communicate within the branch and be able to dial locations outside the branch through PSTN. The PRI lines will be made available at these locations by DST/GIL. Bidder is required to propose the entire solution for successful implementation of this facility including cabling, passive infrastructures, if any. Bidder is also responsible for LAN cabling work if any related with PRI/Survival Branching. (Please Refer Annexure-B for details of total nos. of extensions).
- 8. Bidders will have to use the existing LAN cabling and switching infrastructure for deployment/implementation of endpoints/IP Telephones in place of existing analog/digital phones throughout the Gandhinagar. Further, required patch cords for the same has to be supplied by the bidder.
- 9. Bidder is required to implement the security policy i.e. encryption of voice on IP phones etc. in consultation with DST/GIL as and when required. The bidder is also required to maintain the privacy, security and confidentiality of all the calls and the deployed system.
- 10. Bidder needs to ensure minimum downtime during the migration to the new system as the existing system is in production and it is a critical voice communication for entire state government.
- 11. Bidder needs to adopt the existing numbering schema only. However, if required or need arises DST/GIL may ask bidder to prepare a plan & implement New numbering schema after formal approval by the DST/GIL.
- 12. Bidder will have to submit detailed Project implementation plan covering approach & methodology of execution and migration, proposed numbering schema etc. It is also envisaged that migration activities should be carried out on weekend/holidays. However, if it is necessary to do any migration activity on working days then it should be done in off hours i.e. between 6:00pm to 9:00 am with prior approval from DST/GIL.
- 13. To ensure seamless connectivity and quality of communication, bidder will be responsible to configure QoS and any additional configuration on existing network in co-ordination with DST, DST/GIL and O&M Operator.
- 14. DST/GIL or its authorized representative will conduct the Final Acceptance Test (FAT). FAT shall

be considered completed successfully upon completion of all the required activities like supply, installation, testing, commissioning of the proposed solution as per the RFP/Contract agreement.

15. Voice Gateway has to be deployed as per Toll Bypass norms of TRAI and bidder has to integrate with PRI and IP telephony solution. The Voice gateway proposed at all districts must support dual power supply and backward interoperability over ISDN QSiG/SIP/PRI protocol which can be used to integrate existing exchanges currently operational at all districts of Gujarat and should have the capability to terminate PRI trunks.

Indicative Scope for FAT:

- To Intimate the TENDERER upon completion of the all the required task for initiation of FAT- of the proposed solution
- To submit a detailed test plan and test cases for the proposed solution, to carry out the FAT
- To assist and provide necessary Technical Support, resources as required to carry out the FAT process
- To make provision for detailed and through checking and testing of the device, equipment specifications and functionality of the overall proposed solution as per the requirement of the RFP
- To correct and Rectification any Non-Compliance and deviations identified during the FAT and reoffer for FAT upon rectification of the same.
- 16. At present all VVIP users are using Analog Phones/Digital Phones. Total no. of connections are approx. 744. Bidder is also required to continue this 744 connections initially for 1 year. If DST instructs, bidder is required to convert them into IP Phone within 1 month during contract period. Bidder to do operation & maintenance of existing solution till conversion to IP telephony.
- 17. The Bidder shall ensure that the products quoted should not be declared End of support for the next 7 years by the OEM from the date of bid submission. However, if OEM declares any equipment as end of support for any reasons, then in that case OEM has to replace that equipment with better or equivalent products without any cost to DST/GIL. OEM has to submit on their letter head, complete details on the life cycle available for the equipment, their end of support dates and replacement model if any.
- 18. The bidder is required to provide 24x7x365 days back to back OEM warranty and support for the period of 5 years and additional extendable up to 2 years for the central and critical infrastructure from the date of Go-Live. The support shall include Upgrades, updates, patch updates, bug fixes, Fault Reporting, Trouble Ticketing, call resolution etc. for the quoted products. Bidder has to ensure and provide OEM undertaking as per Annexure-L on OEM letter head confirming compliance to the requirement. The entire deployed solution should also be covered under the back to back OEM warranty till Go-Live.
- 19. Fax Facility: At present, there are Approx. 400 Nos of Analog Fax Machines being used through the existing analog system. The bidder will have to enable these Analog Fax machine with the proposed IP telephony system such that the same devices can be used for sending/receiving fax. Any additional Hardware and/or software required for the same has to be factored by the bidder along with the Bid proposal. (Please Refer Annexure-A for details of existing fax facility)
- 20. Complete IP Based solution with Server Gateway architecture supporting erstwhile modern protocols like SIP and also erstwhile protocols like H.323 or MGCP for backward compatibility and interoperability.
- 21. Reporting mechanism to reduce operational hassle to fetch reports on users, call quality etc.

- 22. Solution should allow precedency of Higher Priority Emergency Calls over Lower priority calls. This ensures that calls during Emergency or Calls from VVIPs are not restricted due to ongoing BAU calls.
- 23. The successful bidder is required to prepare a detailed architecture of the system to be implemented by him and submit it to the DST/GIL. Further, bidder is required to keep it up to date during the O&M period as well.
- 24. Bidders is required to maintain minimum Two hours' back-up of the proposed solution (Main call control servers, gateways etc.) on entire DR Site & Survival branch. Bidder to consider complete infrastructure to meet the solution / functionality as mentioned in RFP. PRI & Internet bandwidth will be provided by tenderer. Battery backup would be provided at DC & district / taluka offices. For all other locations (like DR & Survival branch) need to arrange UPS with battery backup.
- 25. In future, if additional PRI lines are required to be installed or any of the existing PRI lines are to be shifted, the bidder is required to co-ordinate with the respective service provider for smooth transition.
- 26. Bidder is required to integrate the existing 33 (Thirty-three) hotline services riding on GSWAN network between State Emergency Operation Centre (SEOC) and District Headquarters. At present these Hotlines are terminated at SEOC.
- 27. The bidder shall ensure that the proposed solution will be integrated with the existing centralized helpdesk system of DST/GIL which will allow users as well as bidder to use the existing helpdesk mechanism of DST/GIL for raising & resolutions of user's complaint/requests pertaining to this system through the same only.
- 28. Bidder will have to develop and submit user manual/guide, FAQs (In soft form which will be uploaded on the GSWAN portal) of the various features of the IP Phones of different categories provided to the users which helps in easy, effective and early adaption of the newly installed IP telephony system.
- 29. This is a Turnkey/EPC kind of project. Wherein, bidder is required to propose an appropriate solution to meet the outcome envisaged. However, Bidder is responsible for any other components inadvertently missed out but it is required as per the proposed solution of the bidder and is essential for overall solution to successfully run during entire project duration than bidder has to consider the same in his proposed solution. DST/GIL will not be liable for payment of any additional cost outside of financial bid.

## B) **Operations and Maintenance**

- The Successful bidder shall be responsible for the overall management of the IT and Non-IT Infrastructure and enabling infrastructure maintenance services / facility management services at all the locations for ensuring adherence of SLAs. The selected agency shall be responsible for day to day operations and maintenance for a period of 1-year from the date of Go-Live of the project.
- 2. Bidder is responsible for end-to-end operation and Maintenance of the entire system supplied, installed and commissioned as per the scope of work of this RFP. Bidder is also responsible to ensure uptime of the services as per the SLA terms and conditions.
- 3. Bidder has to maintain and keep up to date telephone directory of users with required fields like Name, Designation, Locations, contact number, Mobile number, IP address etc. or in the format provided by DST/GIL and submit the same along with every quarterly invoice.
- 4. The successful bidder must carry out documentation of the cabling diagram, wherever they

have done extra cabling and submit it DST/GIL. Bidder will also keep record/diagram of all future cabling and technical details with them and make available as and when required.

- 5. Preventive maintenance at central, DR site: At least once in a month which includes configuration backup, OS update/upgrade, software update/upgrade as new version/updates release. Preventive maintenance at Remote Site: only for high-end/Type A users-half yearly. After performing preventive maintenance activities, bidder is required to submit the detailed report to the DST/GIL/TPA. All such activities should be done preferably in non-working hours (6:30 PM 9:00 AM).
- 6. Warranty support: As part of the warranty services bidder shall provide:
- a. Bidder shall provide the comprehensive manufacturer's warranty/support in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. Bidder must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.
- b. Bidder is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP. During the warranty period bidder shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost in case the procured hardware or software is not adequate to meet the service levels.
- c. Mean Time between Failures (MTBF) of central Infrastructure: If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the bidder at no cost. For any delay in making available the replacement and repaired equipment's for inspection, delivery of equipment's or for commissioning of the systems or for acceptance tests / checks on per site basis, DST/GIL reserves the right to charge a penalty.
- d. During the warranty period bidder shall maintain the systems and repair / replace at the installed site, at no charge, all defective components that are brought to the bidder's notice.
- e. The bidder shall as far as possible repair/ replace the equipment at site. If any end point/IP phone become malfunction then in that case bidder is required to do the troubleshooting at users place/site and after that if problem still not resolved then at first stage provide the temporary replacement to the user and then repair it at his place. If it successfully repaired then inventories the same for future use else replace it with no additional cost.
- f. Warranty should not become void, if DST/GIL buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the bidder. However, the warranty will not apply to such supplemental hardware items installed.
- g. The bidder should maintain proper records of Preventive Maintenance activity carried out. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.
- h. Bidder shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
- i. Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- j. Bidder shall have to stock and provide adequate (Minimum 10% of Type A & B IP Phones) of onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.
- k. Any component that is reported to be down on a given date should be either fully repaired

or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).

- I. Bidder shall develop and maintain an inventory database to include the registered hardware warranties.
- 7. The maintenance services involve comprehensive maintenance of all component covered under the contract, including repairing, replacement of parts, modules, sub-modules, assemblies, subassemblies, spares part, updating, security alerts and patch uploading etc.
- 8. <u>In case of new connections/shifting of old connections:</u> Bidder is only responsible for providing, installing required IP Phone, Patch cord etc. (with prior instruction/permission from DST/GIL/TPA), Configuration of the IP Phones with central system. Further, end point/ IP Phone/ Patch codes will be paid extra by the DST/GIL as per price discovered in the RFP after duly verification and recommendations by the Third-Party Auditor of DST/GIL.
- 9. Bidder is also responsible for performing various day to day activities like supporting end users, field support services, but not limited to Installing new extensions, enabling '0', NLD and ILD facilities (On written instructions by DST only), Resetting of User Passwords, supporting users on operation related issues, supporting users on various features related queries, educating users on related topics (on request), shifting of Extensions within the Network, call handling mechanism within the Network.
- 10. Bidder shall carry out installation of patches on System Software, Operating System etc. for bug-fixing as and when required. Bidder will also have to perform quarterly system performance tuning changing the system configuration parameters.
- 11. Bidder is required to document all the major changes, updates in configuration level with proper version tagging and will have to hand over the same at the end of the contract period or as and when asked by the DST/GIL.
- 12. <u>Manpower for Core IP Telephony Network :</u>
- a. Bidder has to ensure that appropriate qualified, trained, dedicated, on-site manpower for smooth functioning and day to day operations & Maintenance of the project at a central location in Gandhinagar, Gujarat. The bidder shall depute the resources as per the requirements for carrying out the O&M activity and maintaining the required SLA & Uptime.
- b. Below table defines the minimum requirement of manpower, their qualification, experience and responsibilities:

S/N	Designation	Nos	Professional Qualification
1	Project Manager Cum System Expert at Gandhinagar	1	Minimum 7 years of experience with handling and managing Large scale EPBAX/IPPBX/WAN/LAN Project having multiple locations as a project Manager.
2	Operation Manager at Gandhinagar		Minimum 5 years of experience in handling operations, installation, troubleshooting and handling and managing day to day activities of large scale EPBAX/IPPBX/WAN/LAN Project.

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c. Above mentioned is the minimum indicative list of resources required. Further, based on the actual requirements of the project bidder may deploy more number of resources to meet the SLA. Bidder has to provide technical support at District and Taluka level. DST/GIL shall not pay any cost for additional resources required to operate, maintain, monitor & manage the SLA. In case support staff is not available or is on leave, the bidder is required to provide the alternative personnel with same or higher technical capabilities of the non-available personnel.

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- d. The selected 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.
- e. It shall be the responsibility of bidder to abide/adhere strictly all the applicable labour laws such as minimum wages act and other similar legislations, Rules & orders issued from time to time.
- f. The selected agency shall provide and deploy "dedicated on site manpower" for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.
- g. Users can log their problems through existing helpdesk, centralized Whatsapp number and users can get the actual status of their complaint on their Whatsapp number.
- h. The selected agency shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- i. In case of change in its team composition owing to attrition the selected 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.
- j. Bidder shall ensure availability of one field technician in off working hours, weekend and holidays to ensure 24x7x365 days support. The Bidder shall submit regular records of manpower availability and daily activity carried out.
- 13. Log management
- a. Bidder will have to maintain a daily log book in hard/soft form capturing all important activities such as major faults, action taken to rectify the faults, duration of faults etc.
- b. Bidder should derive its own plan for the management and maintenance of logs pertaining to various services of IP telephony considering the Rules and regulations, Act/laws, guidelines issued by DoT, GoI/TRAI/ any other competent authority from time to time. Bidder shall get the plan/policy approved by DST. Further, it will be the responsibility of bidder to keep the logs as mentioned above and provide the same in required format as and when asked by the DST/DIT/GIL. The required infrastructure to store logs has to be deployed by bidder.
- c. The guidelines for maintaining the logs are as below:

- I. New dial tone (Addition/Deletion record sheet)
- II. MIS Call Traffic Report
- III. Status Report of Work Order issued by DST/DIT/GIL.
- 14. <u>Back-up management & strategy</u>
- a. It is the sole responsibility of Bidder to manage and maintain the BACKUP of all necessary DATA/Information of system / network viz. IP PBX system data, Voice Mail system data and call billing data etc. and submit the required report to DST/DIT/GIL as and when asked.
- b. Bidder shall be responsible for implementation of necessary Backup Plan/Policy.
- c. The backup schedule like daily, weekly, monthly should be designed and implemented by bidder.
- d. All necessary hardware& software for backup management and storage would be sole responsibility of the Bidder.
- 15. Server management & System hardening:
- a. Bidder would require to manage all the operating System installed/upgraded for necessary optimization and trouble-shooting.
- b. Bidder is required to make/upgrade configuration in various servers as and when directed by DST/GIL during the contract period.
- c. Bidder is required to establish, practice and manage the system hardening process.
- 16. Security measures to be established and managed
- a. Security Measures has to be defined, established, implemented and managed as per the guidelines given by DST/DIT/GIL in writing from time to time for:
  - i. Access Control Management,
  - ii. Physical control and Logical Control,
  - iii. Log book and
  - iv. Establishing and monitoring access control policy.

## 17. Documentation & configuration management

- a. Bidder would prepare and provide the technical documents regarding configuration process of various components/services installed in new system as and when required by DST/DIT/GIL.
- b. Bidder shall submit the report on improvement and enhancement of system to DST/DIT/GIL or its designated agency every half yearly.
- c. Bidder is required to maintain the inventory data up to date, installation/removal/recovered from user/shifting reports of all the end points/IP Phone along with the user acknowledgement should be kept with the bidder.
- d. Bidder shall educate the users on continuous basis and publish a detailed user manual in hard as well as soft form in English and Gujarati language. The necessary information / user guides etc. shall be shared by Bidder with DST/DIT/GIL or its designated agency.
- e. Call Bill Processing: Bidder shall submit office-wise and extension wise bill details on monthly basis and shall submit the summary of extension wise bill as and when required by DST/DIT/GIL.
- 18. <u>Training</u>

The Successful bidder shall provide hands on training related to functionalities, features and operations of IP Telephone devices, Functionalities & configuring the devices as per BoM to Govt personnel all the offices across Gujarat. In this the target users are trained on the system. Classroom training, hands on training are provided along with the required documentation and

help features for the system. Training will be done for two types of users separately (Users of the system and IT team for Administration/Management of the system). The Successful bidder has to train the users at the time of implementation and throughout O&M period. The language of training material/manual shall be in Gujarati or English.

The successful bidder shall do complete installation in coordination with existing O&M agency. Further the technical documentation, installation manual, configuration and training manual should be handed over to existing O&M agency after 1<sup>st</sup> year. Only on successful completion of handover the balance payment shall be made to bidder.

19. <u>Delivery Timelines:</u>

S/N	Deliverables	Timeli ne
1	<u>Kick-offMeeting:</u> (Submission of Detailed implementation plan/roadmap, Signing of contract agreement and submission of performance Bank Guarantee)	Within 15 Days from date of issuance of Lol/work order
2	Delivery of the ordered item/software as per the work order at central location (vendors warehouse at Gandhinagar/Ahmedabad)	T+ 200 days
3	Installation and Commissioning of Central Infrastructure (both hardware and software)	T+ 230 days
4	Installation, Testing, Commissioning, FAT and Go-Live (Installation, commissioning and FAT of Edge/site location Infrastructure like IP Phones, power adapter, patch cord etc. as per the scope of work)	T+ 245 days

Note: T = Kick off meeting

Days = Calendar days

- □ It should be noted that delay in the project timelines shall attract appropriate Penalties as per the Penalty clause mentioned in this RFP document.
- □ Selected agency requires to submit Device-wise Configuration report stating IP Schema, Routing details etc. along with the installation reports.

## 20. MIS Reports

Reports	Frequency
Utilization Report <ul> <li>Performance report</li> <li>Outgoing traffic vis-à-vis threshold, overflow etc.</li> </ul>	Daily, Monthly
Fault management Report (Proactive & Reactive) Note: complaint logging & entering closure details in line with call handling mechanism	Daily, weekly and Monthly
Bill generation data given to DST/DIT/GIL	Monthly/Quarterly/Yearly
Capacity Planning Report	Monthly

Configuration and Administration report (Any major changes to be informed to DST/DIT/GIL)	As and when required
Bidder needs to publish the APIs for the display of MIS Report on the DST's central Dash Board	
Any other MIS report.	

# SECTION: 4

# Functional & Technical Requirement

## 4.1. Core Telephony System:

- 4.1.1. System should have capability to manage centralize database of all the users. CLI facility for all users should be provisioned from day one. System should support centralized web based administration. Entire system must be a single IP telephony solution and must not be by integrating multiple telephony systems.
- 4.1.2. Proposed telephony system should support SIP Protocol, SIP trunk and SIP based end points/IP Phones.
- 4.1.3. Proposed Solution shall provide all users who are assigned IP Phone must have a soft agent/client on PC for chat, presence, directory, file sharing.
- 4.1.4. Proposed solution should allow users to log in from any IP Phone using his username/extension and password and it will transfer all his existing facilities to that IP phone.
- 4.1.5. The system should be based on server gateway architecture to facilitate distributed architecture with central call control. The external server should be on Open Source / Linux operating system. Card based processor system should not be quoted. Additionally platform should be supported virtualization such as VMware in order to reduce footprint of server.
- 4.1.6. The system must provide common call control for IP phones and collaboration devices.
- 4.1.7. The voice network architecture and call control functionality should support all types of IP phone.
- 4.1.8. Call control system should be fully redundant solution and should provide 1:1 redundancy. The solution must provide geographical redundancy by separating call control servers over LAN and WAN.
- 4.1.9.It should support active active / active standby configuration. The interruption-free switchover from the active to the standby control must take place without the existing two-way voice connections being interrupted including Failure of connectivity between call control server & related infrastructure. etc.
- 4.1.10. The system software version offered should be the latest release as on the date of supply of IPPBX as available globally.
- 4.1.11. The Proposed solution should be IPv6 ready from day 1. The bidder will have to perform the migration of IP schema of entire solution from IPv4 to IPv6, whenever the tenderer decides during the tenure of contract without any additional cost to the TENDERER. For this Bidder need to provide undertaking on its letter head along with the OEM undertaking in support of the same.
- 4.1.12. The System should support Call Admission Control as per requirement.
- 4.1.13. Proposed solution should have inbuilt as well as web based administration for call processing/call control. Should also support HTTPS for management.
- 4.1.14. Proposed solution should provide management tool to monitor system performance, device status, device discovery, etc.
- 4.1.15. Proposed solution should provide alert notifications for troubleshooting performance.
- 4.1.16. Proposed solution should support secure GUI / CLI (HTTPS and TCP) to troubleshoot system problems.
- 4.1.17. Proposed solution should allow monitoring of the system in real-time on a set of Preconfigured parameters.
- 4.1.18. The management platforms should allow configuration of role based access of the system to the multiple users like administrator etc. it should also allow to set the authority and their rights in the system.
- 4.1.19. Proposed solution/system should be capable to have =>2,00,000 BHCC/BHCA.
- 4.1.20. Proposed solution should support signalling encryption by Transport Layer Security (TLS) and media encryption using Secure Real-Time Transport Protocol (SRTP)

- 4.1.21. Open API should be provided when required which will help to develop customized IP applications which will integrate with call processing. In case any additional component is needed then same should be provided on Day1
- 4.1.22. All the Server and remote gateway should be provided with Redundant Power Supply
- 4.1.23. The system should support complete encryption capabilities with the ability to encrypt all traffic (media and call control signalling) between IP phones, softphones, call controllers, gateways and all other associated endpoints using a strong encryption algorithm (AES, IPSec and SRTP, for example). IP phones should not support direct, external initiated, connections via HTTP, telnet, FTP, TFTP or any other protocol as means to prevent distributed Denial of service attack exploitation, except those required for routine firmware upgrades
- 4.1.24. Role Based Account Management to define different levels of administrator access depending on specific function responsibility.
- 4.1.25. Having inbuilt administration web based or thick client administration. Should also support HTTPS for management.
- 4.1.26. It is preferable for the solution to provide a self -care portal wherein end user should be able to login and make user facing features changes.
- 4.1.27. All hardware & software with license required for providing above Security measures must be incorporated.
- 4.1.28. Bidder may consider fax ports as a part of solution.
- 4.1.29. Proposed Voice Gateway should be distributed at least 2 locations:
  - 4.1.29.1. The voice gateway at Location-1 should have minimum 20 PRI physical ports
  - 4.1.29.2. The voice gateway at Location-2 should have minimum 10 PRI physical ports
- 4.1.30. Proposed voice gateway/Session Border Controller should have redundant power supply, Dual Ethernet Port for redundancy and should support for E1, QSIG, SIP, PRI, etc.
- 4.1.31. Proposed voice gateway solution/Session Border Controller should support SIP Trunk from day one. Voice gateway must support at least 3 SIP trunks apart from PRIs from day 1.
- 4.1.32. Proposed voice gateway should have adequate number of DSP channels to support nonblocking architecture.
- 4.1.33. Proposed telephony solution must support logical/ tenant partitioning. The bidder needs to ensure that Logical Partitioning implemented properly in the new solution, so that the toll bypass does not happen and the deployed solution meets the government regulations.
- 4.1.34. Selected bidder must follow the Guidelines, Rules, Amendments, Notifications, Government Orders issued by State/Central Govt. Carryout all necessary changes in solution/hardware which may be applicable. Bidder is also required to adhere the guidelines published by Ministry of Communications, Dept. of Telecommunications (DoT) dated 23.06.2021 regarding toll bypass and others.
- 4.1.35. Proposed solution should support voice facility for all.
- 4.1.36. Proposed solution should allow user wise enablement/configuration of STD, ISD facility. Of the enabled users, the solution must allow to enable authentication code to be entered before making an ISD call, and the enablement of authentication code must be possible at User level with unique code value given to user.
- 4.1.37. System Architecture of Proposed Solution should be: -
  - 4.1.37.1. Proposed Server should be with Latest processor based architecture.
  - 4.1.37.2. he Server and Gateway should not be in the same Unit sharing the same Active Backplane/ Motherboard (so as to prevent total failure of entire system during Motherboard failure)
  - 4.1.37.3. Proposed Server must have remote-access capability over standard PSTN / IP networks for maintenance.

- 4.1.37.4. should support security features like Real-time Media Encryption, Malicious Call Trace, etc.
- 4.1.37.5. r Security purpose: Bidders is required to enable minimum 128-bit encryption of voice between servers and gateways at the time of installation & commissioning of new IP Telephony System for the Government of Gujarat.
- 4.1.37.6. In case of emergency, system must have the capability to place key stakeholders in the organization onto a conference bridge to ensure rapid collaboration and decision-making process.
- 4.1.37.7. he districts should have an independent call processing mechanism with dual power supply when disconnected from WAN location with the capability of facilitating internal calls within the district connected users and external users via local PRIs. During this time, there should not be any downgrade of the quality/functionality used by the users during normal day. These should also support local administration and registration of the users.
- 4.1.37.8. erencing bridging capability with PIN for meet me conferences should be provided as part of IP PBX Solution.
- 4.1.38. System Features: Proposed solution/system, End Points shall support features, but not limited to:

Call Diverting, Call Bridging, Call waiting, Call log on IP Phone (Missed, Received, Dial), Call Conference, Click to Dial, Auto Call Forwarding, Speaker facility, Speed dial feature, Authorization Code, Boss secretary feature support, Direct Inward Dialing, Direct Outward Dialing, Music on Hold (Programmable as per the Requirement), Authorization code based long distance dialing, Abbreviated Dial, Calling line identification, Calling party name identification, Station Volume controls (Audio, Ringer), call Transfer, Hunt Groups, Dial Plan Partitioning, Hotline, Different/distinctive Ringing tone, extension Mobility or equivalent, Automatic Route Selection, Least Cost Routing, Alternate Route Selection, Movable Extension Number, Uniform & Flexible Numbering Plan-up to 6 Digit, Message-waiting indicator (MWI), External outgoing, Parallel ringing, Add-on conference, call park and pickup, Speed Dial, call back (busy, no reply to station, etc.), Multiple line appearances per phone, call status per line (state, duration, number), Auto Call Disconnection, on hook dialing, Hands free calling, Class of Restriction, Integrated announcement.

4.2. <u>IP Phone- (Type-A):</u> Minimum required technical specification are as given below:

Display	Should have high resolution 5" or higher backlit TFT/LCD color display
Integral Switch	Should have integrated 2-port 1G PoE (802.3af) Ethernet switch
Protocol	Should support SIP for signalling
Security	Should support SRTP and support TLS 1.2 or above for encryption and security
Audio Codec	G.729, OPUS /iLBC (Internet Low Bitrate codec) or equivalent would be accepted.

Internet Protocol (ID)	Should support Static DHCP IP Address
Internet Protocol (IP)	Should support Static, DHCP IP Address
Кеуѕ	Should have 3 or more line keys and 4 or more soft keys and other default keys like mute, volume control, Speakerphone, standard key pad etc.
Power Source	Phone should support AC power adapter and PoE
Features: IP Phone/Telephon	e
Caller ID	Enables the delivery of a caller's identity to a user via the phone and also on soft client/agent
Group Directory	Enables users to search your corporate directory from the IP Phone
Add into Conference (o)	Allows users to initiate a multi-way call from the handset; Minimum 5 users. The solution can be initiated through phone or through solution. (Part of IP PBX Solution specs)
Call Forward	Enables a user to redirect all incoming calls to another phone number
Call Forward-Busy	Enables a user to redirect calls to another destination when an incoming call encounters a busy condition
Call Forward-No Answer	Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings
Voicemail	Enables users to access voicemail on IP Phone
Call History	History of Missed, Dialled and Received calls
Speaker phone	For two-way hands-free communication
Headset Port	Suitable Headset port with required convertor, if any.
High Definition Voice	Should support HD Voice.
Multiple Ring tones	Should allow user to set multiple ring tones
Navigation Keys	Should have minimum 4 or 5-way navigation keys in the IP Phone. Soft keys will be accepted.
Extension Mobility/ Open Seating or Equivalent	Allows an available phone to be configured with a user's phone preferences and settings for speed dial buttons, line keys and soft keys by simply logging into the phone with your password.
Do Not Disturb	Allows users to set their station as unavailable so that incoming calls are given a busy/no ring treatment.
Speed Dial	Enables users one or two digit codes to call up to 100 speed dial numbers using hot keys and navigation keys. on instrument minimum 4 speed dial keys.
Distinctive Ring tone selection on criteria	Ring your phone with a distinctive ring when pre-defined criteria
Call Park/Call Retrieve	Enables a user to hold a call and to retrieve it from another station within the group.
Audio Conferencing	Should support Adhoc conferencing. Addition and dropping of any member during the conference.
Reset	Master reset facility for default configuration

Corporate Directory	Corporate directory and Lightweight Directory Access Protocol (LDAP) integration
QoS (Quality-of-service (QoS)	The Phone should support QoS mechanism through 802.1q/p
Network Support	IPv4 and IPv6

# 4.3. <u>IP Phone- (Type-B):</u> Minimum required technical specification are as given below:

Display	Should have high resolution 2.5" or higher display
Integral Switch	Should have integrated 2-port Fast Ethernet 100Mbps Ethernet switch
Protocol	Should support SIP for signalling
Security	Should support SRTP and TLS 1.2 or above for encryption and security
Audio Codec	G.729, OPUS /iLBC (Internet Low Bitrate codec) or equivalent would be accepted.
Internet Protocol (IP)	Should support Static, DHCP IP Address
Кеуѕ	Should have 1 or more line keys/soft key and 4 or more soft keys and other default keys like mute, volume control, Speakerphone, standard key pad etc.
Power Source	Phone should support AC power adapter and PoE
Features: IP Phone/Telephon	e
Caller ID	Enables the delivery of a caller's identity to a user via the phone and also on soft client/agent
Group Directory	Enables users to search your corporate directory from the IP Phone
Add into Conference (o)	Allows users to initiate a multi-way call from the handset; Minimum 5 users. The solution can be initiated through phone or through solution. To be included under IP PBX
Call Forward	Enables a user to redirect all incoming calls to another phone number
Call Forward-Busy	Enables a user to redirect calls to another destination when an incoming call encounters a busy condition
Call Forward-No Answer	Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings
Call History	History of Missed, Dialled and Received calls
Speaker phone	For two-way hands-free communication
Multiple Ring tones	Should allow user to set multiple ring tones
Navigation keys	Should have minimum 2-way navigation keys in the IP Phone. Soft keys will be accepted.
Extension Mobility/ Open Seating or Equivalent	Allows an available phone to be configured with a user's phone preferences and settings for speed dial buttons, line keys and soft keys by simply logging into the phone with your password.

Do Not Disturb	Allows users to set their station as unavailable so that incoming calls are given a busy/no ring treatment.	
Speed Dial	Enables users one or two digit codes to call up to 100 speed dial numbers	
Distinctive Ring tone selection on criteria	Ring your phone with a distinctive ring when pre-defined criteria, such as phone number are met.	
Call Park/Call Retrieve	Enables a user to hold a call and to retrieve it from another station within the group.	
Audio Conferencing	Should support Adhoc conferencing. Addition and dropping of any member during the conference.	
Reset	Master reset facility for default configuration	
Corporate Directory	Corporate directory and Lightweight Directory Access Protocol (LDAP) integration	
QoS (Quality-of-service (QoS)	The Phone should support QoS mechanism through 802.1q/p	
Network Support	IPv4 and IPv6	

## 4.4. Soft Agent/Client:

- 4.4.1. The solution should provide voice calling through PC/Desktop, laptop, mobile users from day 1 with soft clients/agent.
- 4.4.2. The Solution should provide features of chat, presence, directory, file share on PC for all users with Type-A & Type-B IP phones.
- 4.4.3. Soft Agent/client must be provided for users as per the BoQ for purpose of chat (1:1 & group chat), presence status, file share and audio calling Proposed solution/license should allow calling from web, PC/Desktop/laptop, Mobile. For PC, mobile bidder is required to provide mobile app/client for logging.
- 4.4.4. The soft client should be available on various operating systems like Windows (for Desktop/Laptop is should support Windows 10 onwards), Mac, iOS and android.
- 4.4.5. The Desktop Client should have soft phone capability.
- 4.4.6. It should support single sign on (SSO) functionality.
- 4.4.7. It should have a dial pad and other basic feature keys for ease of operation.
- 4.4.8. The common supported status for this application should be available, busy, idle, away etc.
- 4.4.9. Should provide SSH and HTTPS access to management platform for enhanced security.
- 4.4.10. The solution must be able to support one-to-one and multi-party messaging.
- 4.4.11. It must support ability to send Multimedia (Text, voice and photo) messages between users.
- 4.4.12. Conversion persistency should be maintained so that users can view and participate in active conversations from messaging applications until they leave the conversation.
- 4.4.13. Present/Status, User-Choice Presence (Busy, be right back, Away, out to lunch/meeting etc.), calendar presence, coming from Microsoft Outlook Calendar (if integrated)
- 4.4.14. Group Chat: UC Client must allow users to define custom groups with support min 75 or more groups. Group chat session must support min 250 users or more.
- 4.4.15. Persistent chat: Persistent chat rooms should be supported to share ideas and information in a chat room and should be active even after participants leave the room.
- 4.4.16. Should provide user an option to add external contracts with telephone number.
- 4.4.17. Should support H.239 or BFCP for content sharing.

# SECTION: 5

# Service Level Agreement, Penalties

# & Payment

# Terms

# 5.1.<u>SLA & Penalties</u>

## A. <u>Penalty for delay</u>:

S/n	Activity	Timeline	Penalty
1	Delay in Delivery/ Supply of Hardware	As per	0.5% of Contract value of delayed item per week or part thereof for delay in delivery
2	Delay in Installation / Implementation	Section-3 of this RFP Document	0.75% of Contract value of delayed item per week or part thereof for delay in Implementation (Delay Beyond 8 weeks, DST/DIT/GIL may terminate the contract and Forfeit the PBG)

Note: Maximum Penalty cap for penalty for delay is 10% of contract value (as per Schedule-I of the price bid).

If DST/DIT/GIL fails to provide space and related clearances to carry out the job as per the agreement terms, as a result of which the installation of the equipment is delayed and the selected agency is not able to adhere to the schedule for completing the Acceptance Tests. Delay solely on account on above will not be accounted while ascertaining actual delay and penalties thereof.

## B. Operational Penalties:

Successful Bidder shall be paid Quarterly Payment (QP) as per the services provided to DST/DIT/GIL. The overall operational penalty would be generally capped at 10% of QP amount and will be recovered against the quarterly payment invoice submitted by the selected agency. If the cap of overall penalty is reached in two consecutive quarters, the penalty cap for the third quarter onwards, for each quarter will increase by 5% over the penalty cap for the preceding quarter till it reaches 25% of the QP. In addition to the applicable penalty and the provisions pertaining to closure/termination of contract the DST/DIT/GIL shall be within its rights to undertake termination of contract if or anytime the penalty reaches to 25 % of the QP. Once the penalty cap has increased beyond 20%, if the bidder through better performance delivery for any quarter, brings the leviable penalty below 20% then the computation of the 1<sup>st</sup> of the 2<sup>nd</sup> consecutive quarters as referred above will reset and will begin afresh. Availability will be calculated on a quarterly basis.

## 1) <u>Uptime of Central/Main/Core Telephony System:</u>

S/n	Activity	Target	Р
1	Uptime of Central / Main / Core IP Telephony System	99.99%	<ul> <li>a. 99.99% or Better= NIL</li> <li>b. 99.00% to 99.98%=0.25% of QP</li> <li>c. 98.50% to 98.99% = 0.50% of QP</li> <li>d. less than 98.50% = 0.75% of QP</li> </ul>

## 2) <u>COMPLAINT RESOLUTION:</u>

The bidder shall be responsible for maintaining the desired performance and availability of the Network. The bidder should ensure the prompt service support during Contract period. If complain is made before 4 pm of the working day, the same should be attended on the same day.

Severity Type	Site/Location	
S1	A problem that affects entire Telephony network or 50% of the IP Phones are down in a location. Call manager failure, A problem that affects Users in the CMO, CS office, CM Residence, Raj Bhavan, SEOC, All Minister office and Residence, Office and Residence of Leader of Opposition, Parliamentary secretary, Phones of Gujarat Legislative Assembly during Assembly session and Other dignitaries as specified by DST/DIT/GIL from time to time.	
S2	A problem that affects more than 50 users at a location within New/Old Sachivalaya, Udyog Bhavan, or an entire office outside the new/old Sachivalaya & Udyog Bhavan.	
\$3	A problem that affects an individual user, Telephone not working, Facility activation, Cable problem at user end. Extension of cable, Shifting of phone.	

Severity	Response	Closure	Amount of Penalty
S1 Calls	Within 30 Minutes	Within 1 hours	If not closed within 1 Hours, Rs. 1500 per Hour and part thereof.
S2 Calls	Within 2 hours	Within 6 hours	If not closed within 6 Hours, Rs. 1000 per Hour and part thereof.
S3 Calls	Within 4 hours	Within 12 hours	If not closed within 12 Hours, Rs. 500 per Day and part thereof.

Response Time: - Defined as time taken by the helpdesk to respond the concerned user over phone, Mail, remote management or in person.

Resolution Time: - Defined as time taken to resolve a problem. The resolution time will be considered with respect to clock hours.

If the successful bidder fails to attend the uptime and complaint resolution as specified above, the operational penalty will be imposed as specified above which will be recovered from quarterly O&M payment or from PBG.

### Exceptions:

- a. Any Failure, which is agreed due to uncontrollable parameters, like Raw Power, infrastructure not under control of bidder etc.
- b. Any failure due to roll out of Approved change / alteration in the system
- c. Downtime planned for prescheduled changes / Maintenance activities
- d. Any failure that is due to end user operational errors, non-standard products, unavoidable natural / unnatural calamities, accidents etc.
- e. All third-party damage cases, problems attributed to power outage.
- f. Force Majeure conditions.
- g. Existing Concealed cabling from Switch to end user

Note:

- □ For the purpose of performance monitoring and penalty, multiple S1, S2, S3 calls resulting out of a particular major/critical problem shall be considered as one complaint.
- In case, there is delay attributable to granting access to the equipment to be restored on the part of GoG or on part of end user, such delays shall be reduced from the time taken for call completion after due consideration by the TPA/DST.

# 3) <u>Penalty for non-availability of proposed Manpower:</u>

If bidder does not deploy the required specified quantity and quality of manpower in the RFP or a person deployed is not reporting to the duty, there would be a penalty per person per day as defined below and will be deducted from the quarterly payment. If the above incidence occurs two times in a one year DST/GIL may reserve the right to terminate the contract and no payment would be done for the services rendered in that particular quarter.

	Manpower penalties durin	g the contract
S/N	Penalty Clause	Penalty
1	Successful bidder has to ensure the deployment of minimum number of personnel required as specified in the scope. The successful bidder shall ensure that alternate arrangements are made and leave for a staff is pre- sanctioned by DST/GIL If not, the penalties described in the following column shall apply:	<ul> <li>Expert, Operation Manager, Helpdesk</li> <li>Executive, Technical Support Executive:</li> <li>Rs. 1000/- per person per day of</li> <li>unsanctioned leave or non- reporting or non</li> <li>-deployment.</li> <li>2. Field Technician: Rs. 500/- per person per</li> </ul>

- Penalty for Delay in Submission of MIS reports: Bidder has to submit various MIS reports mentioned in this RFP, in case of delay in submission of these reports it will lead to penalty of Rs 100 per Day per MIS report.
- Penalty for Delay in execution of work against Work order: Bidder is required to complete the New/Shifting of works given by DST, GIL within the prescribed time limit. However, in case of any delay solely on the part of successful bidder DST, GIL reserve the right to levy the penalty of 1% of work order per Week. The overall penalty cap for this would be capped at 25% of the work order value.

# 5.2. <u>PAYMENTS TERMS:</u>

S/N	Activity	Payment (%)
Sche	dule-I	
1	Delivery of all components (Hardware, Software, Licenses, etc.) at Central Locations (vendors warehouse at Gandhinagar/ Ahmedabad)	50% of the sum total of schedule I of financial bid
2	Successful installation, Testing, Integration, Commissioning	20% of the sum total of schedule I of financial bid
3	Successful completion Final Acceptance test of entire solution and Go-Live	10% of the sum total of schedule I of financial bid
4	Balance 20% Payment	20% to be divided and paid in 28 equated quarterly instalments.

Schedule-II		
5	Manpower support for a period of 1 year	Manpower Support to be divided and paid in quarterly instalments

In Price bid, Item Sr. no: 1 to 15 are part of Schedule-1 and Sr. no: 16 (Operation and Maintenance Charges) is part of Schedule-II

Note:

- 1) Operation and Maintenance: Quarterly payment after completion of quarter and calculation of operational penalty, if any. The payment to the agency will be made quarterly at the end of each quarter on acceptance of the invoice by the TPA or DST's designated agency. After acceptance of the invoice along with the supporting documents as per the checklist (to be provided by TPA/DST), the invoice would be processed for release of payment within 45 calendar days after due verification of the invoice and other supporting documents by TPA/DST's designated agency. However, in case the processing of the invoice gets delayed beyond 45 calendar days from the date of acceptance of invoice, the agency would be paid an adhoc amount of 50% of invoice value and the remaining amount would be released after getting clarifications, due verification & imposition of penalty if any.
- 2) The successful bidder shall submit reports for Service availability, downtime, usage, fault & rectification (if any) etc. for each end point, as generated by its monitoring system on monthly basis.
- 3) The Bidders request for the payment shall be made at the end of each quarter by invoices along with supporting documents.
- 4) Performances statistics report has to be submitted every month in Hard and Soft form.
- 5) Log of network parameters along with Service Down time calculation and uptime percentage. Report has to be submitted on monthly basis.
- 6) Any other documents necessary in support of the services performances acceptable to GoG.
- 7) If there is any deficiency in the performance of Contractual obligations on the part of the Bidder, the Bidder shall be liable for the imposition of appropriate penalties as specified in Section-5 of this RFP and DST, GIL shall be entitled to deduct such Penalties at source while making payment to the Bidder for the services provided. DST/GIL may deduct the TDS and any other Taxes as Applicable from time to time at Source.

Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & 08.02.2021 of Ministry of Finance, Dept. of Expenditure, Public Procurement division

Bidders are requested to kindly go through the Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & 08.02.2021 of Ministry of Finance, Dept. of Expenditure, Public Procurement division related restrictions on procurement from border countries. As per this GR, bidders are required to quote/offer the product on rental/lease basis which adheres to this GR. The undertaking as Section VIII from bidder as well as from offered product OEM is required to be submitted along with bid.

# SECTION: 6

# INSTRUCTION TO BIDDERS

### SECTION 6: INSTRUCTION TO THE BIDDERS

#### 1. BIDDING DOCUMENTS

Bidder can download the bid document and further amendment if any freely available on <u>https://gil.gujarat.gov.in or https://tender.nprocure.com</u> Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid. Under no circumstances physical bid will be accepted.

- 2. The bid is non-transferable.
- 3. LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and DST/GIL shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

- 4. BID FORMS
  - 5.1 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 submit physical covers of EMD and Bid Processing Fees at GIL on or before the last date & time of submission as given in this bid, may lead to the rejection of the bid.
  - 5.2 For all other cases, the Bidder shall design a form to hold the required information.
  - 5.3 DST/GIL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms
- 5. FRAUDULENT & CORRUPT PRACTICE
  - 6.1 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 DST/GIL of the benefits of free and open competition.
  - 6.2 "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.
  - 6.3 DST/GIL will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

6. LACK OF INFORMATION TO BIDDER

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

### 7. CONTRACT OBLIGATIONS

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

8. BID CURRENCY

The prices should be quoted in Indian Rupees. Payment will be made based on the milestone achieved and as per the payment terms in Indian Rupees only.

- 9. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)
  - 10.1 The Bidder shall furnish, as part of the Bid, a Bid security (Refundable) for the amount of Rs. 1 Crore/- (Rupees one core Only) in the form of Demand Draft OR in the form of an

unconditional Bank Guarantee by 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. FD/MSM/efile/4/2023/0057/DMO dated 21.04.2023 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. Please affix the stamp of your company on the overleaf of demand draft.

- 10.2 Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.
- 10.3 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement, and furnishing the Performance Bank Guarantee.
- 10.4 The Bid security may be forfeited at the discretion of DST/GIL, on account of one or more of the following reasons if:
  - □ The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form.
  - Bidder does not respond to requests for clarification of their Bid.
  - Bidder fails to co-operate in the Bid evaluation process, and
  - □ In case of a successful Bidder, the said Bidder fails:
    - o To sign the Agreement in time
    - o To furnish Performance Bank Guarantee
- 10.5 Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
- 10. VALIDITY OF BIDS
  - 11.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by DST/GIL. A Bid valid for a shorter period shall be rejected as non-responsive.
  - 11.2 In exceptional circumstances, DST/GIL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted
  - 11.3 Bid Currency Prices shall be quoted in Indian Rupees only. Payment for the services as specified in the agreement shall be made in Indian Rupees only.
- 11. LATEBID

No bidder may be able to upload or submit the bid after the bid due date/time.

- 12. MODIFICATION AND WITHDRAWAL OF BID
  - 13.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by DST/GIL prior to the deadline prescribed for submission of bids.
  - 13.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
  - 13.3. No Bid may be modified subsequent to the deadline for submission of bids.
  - 13.4. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.
- 13. OPENING OF BIDS BY DST/GIL
  - 14.1. 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.
  - 14.2. The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the DST/GIL officer at his/her discretion, may consider appropriate, will be announced at the opening.

14.3. Immediately after the closing time, the DST/GIL contact person shall open the Un-Priced Bids and list them for further evaluation.

### 14. CONTACTING DST/GIL

- 15.1. Bidder shall not approach DST/GIL officers outside of office hours and/ or outside DST/GIL office premises, from the time of the Bid opening to the time the Contract is awarded.
- 15.2. Any effort by a bidder to influence DST/GIL officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the GoG, it should do so in writing.

## 15. REJECTION OF BIDS

16.1. DST/GIL reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

## 16. EVALUATION METHODOLOGY

## 16.1Preliminary Examination

- 16.1.1 DST/GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 16.1.2 Prior to the detailed evaluation, DST/GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning performance security, Warranty, Applicable law and Taxes and duties will be deemed as material deviations. DST/GIL determinationof a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 16.1.3 If a Bid is not substantially responsive, it will be rejected by DST/GIL and may not subsequently be made responsive by the Bidder by correction of the non- conformity. Conditional bids are liable to be rejected.
- 16.1.4 Evaluation of the Bids: After the closing time of submission, GIL / GoG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility & technical criteria evaluation will be carried out of the responsive bids. GIL may seek clarifications if required on eligibility & technical section. The financial bid of the bidders who are eligible & technically qualified will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without tax and then called for further negotiations, if required.
  - 17.1. <u>Methodology & Criteria for Technical, Commercial and final evaluation</u>
    - 17.1.1. DST/GIL will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, DST/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
    - 17.1.2. The bidders are expected to provide all the required supporting documents and compliances as mentioned in this RFP. The bidder shall quote the solution having full compliance with all the guiding principles and minimum specifications as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
    - 17.1.3. The bids will be evaluated for the eligibility criteria first.
    - 17.1.4. The technical bids of the bidder(s) who comply with the eligibility criteria will be opened. During the technical evaluation, DST/GIL 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. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored minimum 50 (Fifty out of total 70 marks) in technical evaluation. At any point of time, if DST/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, DST/GIL may reject his bid without assigning any reason or explanation.
    - 17.1.5. Bidder is required to fulfill all obligations as required in the bid as per the prices quoted in the financial bid, for the proposed scope of work and bill of material, or missing component(s), if any for which the description is there in technical response but price is not provided in the financial sheet. Price shall be loaded appropriately for the missing component/quantity etc.

that in the understanding of the evaluators is found to be missing from the proposed bill of material except in case where there is a written justification provided in the technical bid response. Basis of loading shall be the highest cost quoted by the other bidders for that particular missing component/quantity. Price quoted by the bidder in the financial bid will be final.

### 17.2. Criteria for Technical bid evaluation:

The bidder will have to give presentation on the following points as a part of the Technical evaluation.

S/N	Parameter	Marks
	Proposed IP Telephony Solution -	
1	a) Understanding of Requirements	
	b) Methodology and approach	
	C) Overall Solution Design	10
	d) Implementation Strategy	
	e) Value Addition *	
2	Proposed IP Phone (Type A)	
	a) Look/Visual Appeal	
	b) Navigational Ease	10
	c) Extra Features *	
	Proposed IP Phone (Type B)	
3	a) Look/Visual Appeal	20
	b) Navigational Ease	20
	c) Extra Features *	
	OEM Experience	
4	- 3 projects of IPPBX solution globally having minimum 10,000 IP phones/Soft	15
	phones: 05 marks	10
	- 4 projects of IPPBX solution globally having minimum 10,000 IP phones/Soft	
	phones: 10 marks	
	- 5 projects of IPPBX solution globally having minimum 10,000 IP phones/Soft	
	phones: 15 marks	
5	OEM Support	
	- IF OEM of the proposed Core IP telephony Solution have spare depo in India	
	to provide warranty support: 05 Marks, No spare Depo: 00 Marks	05
6	Complaint Resolution	10
	<ul> <li>(a) Innovative ways to handle Complaint Resolution in effective manner using tools/software.</li> </ul>	
	(b) Value addition offering over & above requirement in bid.	
	Total Technical Marks (TM)	70
	Minimum Qualifying Marks	50

Note: \* Value Addition/ Extra features should be over and above ask of the RFP without any additional cost.

- 17.4 <u>Financial Bid evaluation:</u>
- 17.4.1. Priced Bids will be opened only if the bids are technically qualified in the technical evaluation (Obtained minimum 50 marks out of 70) and fulfil the Eligibility Criteria.
- 17.4.2. The quantity mentioned in the price bid is indicative to arrive at the L1 bidder. The actual quantity may vary during the period of contract i.e. 2 (Two) years depending upon the actual requirement.
- 17.4.3 All the bidders shall submit their offer as per the price bid and financial evaluation will be carried out accordingly to identify the L1 bidder.
- 17.4.5 Selection of L1 bidder: The Criteria for selection will be the lowest cost to the TENDERER. DST/GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.

17.4.6 DST/GIL reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.

18.4.7 In case, if selected bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next bidder with highest Final score will be called for negotiation for awarding the contract.

#### 17. NOTIFICATION OF AWARD AND SIGNING OF CONTRACT

- 18.1. Prior to expiration of the period of Bid validity, DST/GIL will notify the successful Bidders and issue LoI.
- 18.2. Within Seven (7) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the DST/GIL. The contract Performance guarantee has to be submitted within (15) fifteen working days of receipt of award. The Performance Bank guarantee shall be equal to 5% of the contract value valid for duration of 180 days beyond the expiry of contract.

#### 18. FORCE MAJEURE

19.1. Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

19.2. Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements.

- 19.3. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
  - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
  - Explosion or chemical contamination (other than resulting from an act of war);
  - Epidemic such as plague;
  - □ Any event or circumstance of a nature analogous to any of the foregoing.
- 19.4. Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:

Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:

- a) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
- b) Strikes, work to rules, go-slows which are either widespread, nation- wide, or statewide or are of political nature;
- c) Any event or circumstance of a nature analogous to any of the foregoing.
- 19.5. FORCE MAJEURE EXCLUSIONS: Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:
  - a) Unavailability, late delivery
  - b) Delay in the performance of any contractor, sub-contractors or their agents;

19.6. PROCEDURE FOR CALLING FORCE MAJEURE

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

### **19. CONTRACT OBLIGATIONS:**

- 20.1. 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.
- 20. AMENDMENT TO THE AGREEMENT
  - 21.1. Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws applicable in the state of Gujarat.

### 21. USE OF AGREEMENT DOCUMENTS AND INFORMATION

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

### 22. RESOLUTION OF DISPUTES

- 23.1. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto s h a l l endeavour t o set t le such d i s p u t e am i cably. The attempt t o b r i ng about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 23.2. In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 23.3. The place of the arbitration shall be Gandhinagar, Gujarat.
- 23.4. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 23.5. The proceedings of arbitration shall be in English language.
- 23.6. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 23.7. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

## 23. BOOKS & RECORDS

24.1. The Successful bidder shall maintain adequate Documents Related to project's physical materials & equipment for inspection and audit by DST/GIL during the terms of Contract until expiry of the performance guarantee.

### 24. PERFORMANCE GUARANTEE

- 25.1. The Successful bidder shall furnish Performance Guarantee as provided in the bid document to DST/GIL for an amount equal to 10% of the value of Order.
- 25.2. The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order / LOI towards faithful performance of the contract obligation, and performance of the services during contract period. In case of breach/non-compliance of contract/SLA terms and conditions, DST, DST/GIL shall invoke the PBG.

- 25.3. The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/0057/DMO dated 21.04.2023 issued by Finance Department or further instruction issued by Finance department time to time in the prescribed format provided by DST/GIL attached herewith as a annexure to the RFP document to be submitted Within 15 working days of receipt of award.
- 25.4. The Performance Guarantee shall be discharged by DST/GIL and returned to the Successful bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

### **25. PAYMENTS PROCEDURES**

- 26.1. The Selected Bidder shall raise the component wise invoice upon achieving respective milestone as per detailed payment schedule (Section 5.2) and submit the invoice to DST/GIL.
- 26.2. The Selected Bidder's request(s) for payment shall be made to DST/GIL along with the 2 original copies of invoices and necessary documents. The invoice should be in English. The payment to the selected bidder shall be processed on submission of reports and fulfilment of other contractual obligations as per the Terms and Conditions of Service Level Agreement (SLA).
- 26.3. On the receipt of such invoice, invoice would be processed within 45 days after due verification of invoice and other supporting documents by DST/GIL or its designated agency.
- 26.4. DST/GIL or its designated agency shall verify the invoice(s) raised against the milestone achieved along with the supporting documents as prescribed and acceptable to DST/GIL.
- 26.5. Payment shall be made in Indian Rupees. While making the payment necessary deduction for penalties (if any) and applicable tax/TDS will be made.
- 26.6 If there is any deficiency in the performance of Contractual obligations on the part of the bidder, the bidder shall be liable for the imposition of appropriate Penalties as specified in the section-5.1 of this RFP and DST/GIL shall be entitled to deduct such Penalties at source while making payment to the bidder for the services provided.

### 26. SERVICE TERMS

- 27.1. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 27.2. It is mandatory for Bidder to deploy qualified professional to provide the required services as defined under scope of work.
- 27.3. The Bidder has to submit regular schedule of technical man power availability & get it approved by DST/GIL/, before deployment.
- 27.4. The Bidder needs to manage & maintain various records related to the services extended to the Government.
- 27.5. If required, the bidder needs to deploy additional teams during the implementation of the entire project within the proposed timelines. List of existing users will be shared with the successful bidder. At the time of installation and commissioning of the IP Phones, the bidder needs to ensure that the IP Phones are preconfigured and the device should be plug and play ready.
- 27.6. Implementation of solution at the office/cabin of Important users should be on holidays/weekends. Collections of old phones under the buyback will be after go-live of the entire solution.
- 27.7. If required, the Bidder may need to coordinate and approach various agencies working for DST/GIL.

- 27.8. The Bidder needs to maintain the required security of the network as per the DIT/DST/GIL Security guidelines.
- 27.9. The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. The bidder will have to submit the progress reports regularly, as per the guide line issued by DST/GIL/.
- 27.10. The Bidder need to make its own arrangement for establishing outside/field communication. DST/GIL will not provide any external / outgoing facility to another network.
- 27.11. Bidder shall submit details of various reports generated by NMS for e.g. availability, downtime, usage, fault & rectification, BER etc.

### 27. TERMINATION OF SERVICE

- 28.1. Termination by DST/GIL–DST/GIL, reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 30 days' notice in writing if: -
  - 28.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
  - 28.1.2. In case DST/GIL finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
  - 28.1.3. In case the bidder fails to deliver, Install and commission ordered items within the prescribed time lines and extension granted if any. In such scenario, DST/GIL reserve the right to procure the same from other bidders at the risk, cost and responsibility of the successful bidder, subject to a maximum 20% of the value of undelivered ordered items Only.
  - 28.1.4. In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;
- 28.2. Termination by Successful bidder: The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days' notice if the payment to the bidder is due for more than 2 (two) consecutive quarters.
- 28.3. Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default.
- 28.4. Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.
- 28.5. During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavor to remedy the default which gave rise to the commencement of such notice period.
- 28.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination. Further, in case of termination bidder will be paid for the work/services already delivered till the date of termination after deduction of penalties, if any.
- 28. INDEMNIFICATION
  - 29.1. Successful Bidder will defend and/or settle any claims against DST/GIL that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Successful Bidder will rely on Customer's prompt notification of the claim and cooperation. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. 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.

- 29. LIMITATION OF LIABILITY
  - 30.1. Successful bidder's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the DST/GIL within the remaining duration of the contract term from the day claim is raised and selected agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
- 30. CONFIDENTIALITY
  - 31.1. Selected agency understands and agrees that all materials and information marked and identified by DST/GIL as 'Confidential' are valuable assets of DST/GIL and are to be considered DST/GIL's proprietary information and property. Selected agency will treat all confidential materials and information provided by DST/GIL with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Selected agency will not use or disclose any materials or information provided by DST/GIL without DST/GIL's prior written approval.
  - 31.2. Selected agency shall not be liable for disclosure or use of any materials or information provided by DST/GIL or developed by selected agency which is:
    - 31.2.1 possessed by selected agency prior to receipt from DST/GIL, other than through prior disclosure by DST/GIL, as documented by selected agency's written records;
    - 31.2.2 published or available to the general public otherwise than through a breach of Confidentiality; or
    - 31.2.3 Obtained by selected 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 DST/GIL; or
    - 31.2.4 Developed independently by the selected agency.
  - 31.3. In the event that selected agency is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, selected agency shall promptly notify DST/GIL and allow DST/GIL a reasonable time to oppose such process before making disclosure.
  - 31.4. Selected agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause DST/GIL irreparable harm, may leave DST/GIL with no adequate remedy at law and DST/GIL is entitled to seek to injunctive relief.
  - 31.5. DST/GIL does not follow the practice of asking Confidential Information of selected agency, however if any confidential information is required/shared by the selected agency then selected agency has to clearly marked it as "Strictly confidential". DST/GIL in turn will not share the same without prior concern of the selected agency.
  - 31.6. Above mentioned "confidentiality clause" shall be applicable on both the parties i.e. DST/GIL and selected agency.

# SECTION: 7

# Price Bid

# PRICE BID

# Table 1:

S/n	ITEM	Qty. (In Nos.)	Total Price (in Rs. without Taxes)
Table-	1		
Core I	P Telephony System		
-	Core IP Telephony System IP PBX system with all the required hardware and software like Voice Gateways, Audio, Call billing & Accounting tool, Survival branch facility, Fax facility, Cabling, Accessories etc. with 1 years warranty and Support	01	
	Additional warranty and Support for the Core IP telephony, Voice Gateway and all the other solution provided under this bid.	06	
1B	IP to Analog converter for FAX machines	300	
2	IP Phone (Type-A) with accessories as per the Scope of work, Functional & Technical requirement of the RFP.	1250	
2A	IP Phone (Type-A) License Cost Perpetual / Subscription for 5 years & additional extendable up to 2 years	1250	
3	IP Phone (Type-B) with accessories as per the Scope of work, Functional & Technical requirement of the RFP.	12500	

		1			
3A	IP Phone (Type-B) License Cost Perpetual / Subscription for 5 years and additional extendable up to 2 years.	12500			
4A	Power Adapter for IP Phone (Type – A)	20			
4B	Power Adapter for IP Phone (Type – B)	500			
5	Soft Client License for Voice / Video Facility	20			
6	Voice Gateway (as per DOT / TRAI Toll Bypass) with 1 PRI Port	33			
6A	Warranty support for Voice Gateway (as per DOT / TRAI Toll Bypass) with 1 PRI Port for 6 years	33			
7	Manpower support Charges for Core IP Telephony System as per the scope of work for the period of 1 years.	01			
	Grand Total (without tax)(in Rs.)				
	Grund Fotur (White un (III 185)				

Note: All the components should be with 5 years warranty with latest manufacturing year of 2023 and additional 2 years extendable, whereby the bidder has to quote product with 1 year warranty and additional 6 years warranty to be mentioned separately. Further the Manpower would be for the period of first year only. After that the same must be handed over to existing O&M agency.

For Items no. 1A, 3A, 4A and 6A payment would be paid in 20 equated quarterly instalments.

# Table 2: Schedule for Buy-back of existing end points

S/n	Item Description	Make & Model	Qty. (In Nos.)	Total Price
1	Digital Phone	Avaya Digital Phone (Lucent 6408, Lucent 6416d+m, Avaya2420 and 2410, Avaya 1408,1416)	750	
2	Analog Phones	Beetel-B11, C11, Beetel-B77	8625	
		Total Buy back price		

### Note:

- $\Box$  Financially L1 bidder = As per the nprocure website
- All the above-mentioned line items in table -1 of Price bid should fully comply to Functional, Technical specifications, scope of work defined in the RFP and should including all applicable Licenses, Cables and Accessories, Installation, Commissioning and Configuration charges with warranty and onsite Support.
- Above mentioned quantities are indicative and for evaluation purpose only. Actual quantities may vary at the time of placing the order depending upon the requirements.
- Bidder is required to submit the detailed unpriced BoQ of each item/equipment/services with part code, proposed under the project.
- The rates quoted would be valid for a period of 2 years from the date of issuance of LoI/Work Order.
   The rates shall be valid for all the Line Items of the Price Bid. During this validity of rates, DST/GIL may place additional order if required.
- □ Non-acceptance of the above condition(s) or Conditional bid shall be rejected.

# SECTION: 8

# ANNEXURES

# Annexure-A: Fax Facility

<u>Fax Facility:</u> Followings are details of existing analog fax machines / facility provided under the current analog set-up:

S/N	REMOTE UNIT	Total No of Existing Fax Lines
1	VIDHANSABHA PPN	5
2	BLOCK 5	76
3	VIDHANSABHA EPN	0
4	BLOCK 12	45
5	OLD SACHIVALAYA	62
6	SECTOR 19	3
7	UDHYOG BHAVAN	42
8	SECTOR 20	4
9	POLICE BHAVAN	3
10	KRISHI BHAVAN	15
11	OLD SACHIVALAYA NEW RU	0
12	SWARNIM SANKUL 1	29
13	Spare	16
	Total	300

# Annexure-B: Survival Branch

Followings are the details of existing total nos. of extension at each location:

S/N	Survival Branch (SB)	Locations Covered	Total No of Existing Ext.	Proposed PRI Port Count
1	SB -1	Vidhansabha,Swarnim Sankul-I & II (DR)	745	10
2	SB -2	New Sachivalaya Block 1 to 14	4535	2
3	SB -3	Rajbhawan, Minister's Bunglows	1152	1
4	SB -4	Udhyog Bhawan	1143	1
5	SB -5	Old Sachivalaya	1800	3
6	SB -6	State Data Centre (DC)	-	20

Note:

- 1. Survival branch should also capable of capturing and storing user logs as required.
- 2. Consider SB-1 as DR Site.
- 3. For District and taluka offices consider 1 PRI Port.

# Annexure C – 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:
5		Ref. #
4	Details of Commencement of Business	Date:
4	Details of commencement of business	Ref. #
5	Company Identification Number (CIN)	
6	Registered Office of the Company:	
7 Composition of the Boar	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	Valid GST Registration No. & Date	
10	Valid Service Tax Registration No. & Date	
11	Permanent Account Number (PAN)	
12	Name & Designation of the contact person to whom all references shall be	
	made regarding this tender	
13	Telephone No. (with STD Code)	
14	E-Mail of the contact person:	
15	Website	

#### -----XXX------

# <u>Annexure D-Compliance Statement & Eligibility Criteria Check list</u>

S/N	Specific Requirements	Documents Required	Compliance Yes/No	Supporting Documents Attached or Not
1				
2				

-----XXX------

# Annexure E-Declaration Letter regarding Blacklisting

(On Bidder's letter head)

To, DGM (Technical) Gujarat Informatics Limited Gandhinagar, Gujarat

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [RFP NO.:XXXX] regarding "Request for Proposal (RFP) for Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance of State Wide IP Telephony Network for Government of Gujarat for the period of 5 + 1 + 1 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/ Authorized Signatory/ Company Secretary and am therefore, competent in my Company to make this declaration.

Yours faithfully, (Signature of

the Bidder)

Name & Designation Seal DIN/Membership No. Date: Business Address:

Note: In case of Authorized signatory proper Power of Attorney should be enclosed with the document confirming the signing person as an authorized signatory.

# <u>Annexure F – Unconditional Acceptance of RFP terms and conditions</u> (On Bidder's letter head)

To, DGM (Technical) Gujarat Informatics Limited Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar 382 010.

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No \_\_\_\_\_\_] regarding Request for Proposal (RFP) for Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance of State Wide IP Telephony Network for Government of Gujarat for the period of 5+1+1 years. I declare that all the terms and conditions and provisions of this RFP Document including Scope of Work and SLAs are acceptable to my company.

I further certify that I am the Director/Authorized signatory/ Company Secretary and am therefore, competent in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name & Designation: Date: Business Address:

Note: In case of Authorized signatory proper Power of Attorney should be enclosed with the document confirming the signing person as an authorized signatory.

# $\underline{AnnexureG-AnnualSalesTurnoverStatement}$

(On Applicant's Statutory Auditor's/CA letterhead)

Date: \_\_/ /\_\_\_\_

This is to certify that we M/s\_\_\_\_\_\_ are the statutory Auditors / CA 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.

S/N	Turnover	2020-21	2021-22	2022-23
1	Annual Turnover generated from IT/Telecom System Integrator business as per Profit and Loss Account			
2	Net worth as per Audited Balance Sheet			
3	Annual Turnover solely generated from Telephony Business/VoIP/ unified Communication			
4	Net Profit as per Profit & Loss Account			

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 / CA Report.

# $\underline{Annexure\,H-Statement\,of\,Projects\,completed\,of\,Prescribed\,Nature\,\&}$

<u>Size</u>

Please fill one separate form for each project according to pre-qualification criteria/eligibility criteria: -

S/N	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 EPABX/ IPBAX	Yes/No
6	Total No. of nodes	
7	Completion certificate	Yes/No
9	Customer Contact Person's detail	
Α	Name	
В	Designation	
С	Email	
D	Phone	

Е	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

-----XXX------

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# Annexure I – Technical Compliance Sheet

S/N	Name of Items	Make	Model	Supporting Documents (uploaded or Not)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Annexure J: Format of Earnest Money Deposit in the form of Bank Guarantee (on 300 Rs. Stamp paper)

Bank Guarantee No. Date:

To, DGM (Technical) Gujarat Informatics Limited Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar 382 010.

Whereas\_\_\_\_\_\_ (here in after called "the Bidder") has submitted its bid dated \_\_\_\_\_\_in response to "Request for Proposal (RFP) for Selection of implementing Agency for supply, installation, commissioning and warranty support for 5 years of IP Telephony network at Gandhinagar for Government of Gujarat" the KNOW ALL MEN by thesepresents that WE\_

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

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

The Bank shall not be released of its obligations under these presents by any exercise by the Gujarat Informatics Limited /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 Gujarat Informatics Limited /PURCHASER or any other indulgence shown by the Gujarat Informatics Limited /PURCHASE or by any other matter or things.

The Bank also agree that the Gujarat Informatics Limited /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 Gujarat Informatics Limited /PURCHASER

Ref:

may have in relation to the SELLER's liabilities.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Signed and delivered by For & on Behalf of

Name of the Bank, Branch official Address

Approved Bank: Any Nationalized Bank including the public-sector bank or Private Sector Banks or Commercial Banks or Co-operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/0057/DMO dated 21.04.2023 issued by Finance Department time to time or further instruction issued by Finance department time to time.

# <u>Annexure K: Format for Performance Bank Guarantee (on Rs. 300 Stamp</u> <u>Paper)</u>

Ref:

Bank Guarantee No. Date:

To, DGM (Technical) Gujarat Informatics Limited Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar 382 010.

Dear Sir,

WHEREAS...... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for Request for Proposal (RFP) for Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance of State Wide IP Telephony Network for Government of Gujarat for the period of 5 years AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee

("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

1. WHEREAS we \_ \_ ("the Bank", which expression shall be deemed to include it successors and permitted as Signs) have agreed to give the Gujarat Informatics Limited ("GIL") 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 GIL under the terms of their Agreement dated \_\_\_\_\_\_. Provided, however, that the maximum liability of the Bank towards GIL under this Guarantee shall not, under any circumstances, exceed \_\_\_\_\_\_ in aggregate.

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

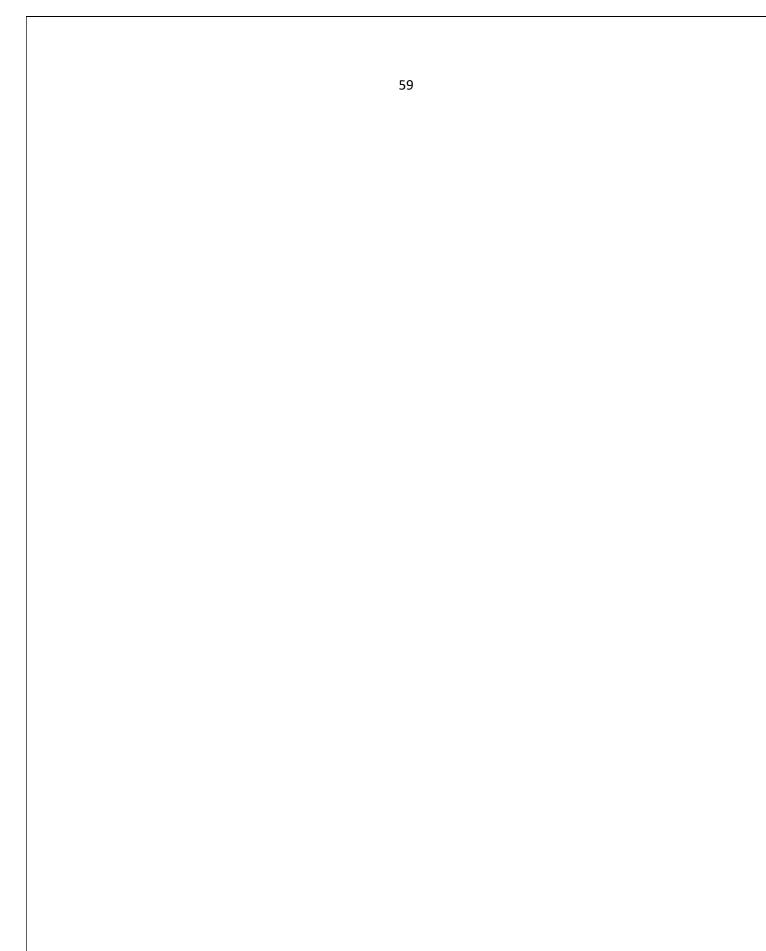
Attention Mr.\_\_\_\_\_

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decide by the bidder and GIL.

The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or Future, between Bidder and the Bank.



- 4. The BANK also agrees that GIL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and not withstanding any security or other guarantee that GIL may have in relation to the Bidder's liabilities.
- 5. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GIL or any other indulgence shown by GIL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
- 6. This Guarantee shall be governed by the laws of India and the courts of Gandhinagar/Ahmedabad, Gujarat shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this .....,2024 Witness

(Signature)

(Name)

(Official Address)

Dated:

(Name) Designation with Bank Stamp Plus Attorney as per Power of Attorney No.

Bank Rubber Stamp

(Signature)

Approved Bank: Any Nationalized Bank including the public-sector bank or Private Sector Banks or Commercial Banks or Co-operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/0057/DMO dated 21.04.2023 issued by Finance Department time to time or further instruction issued by Finance department time to time.

Annexure L: OEM Undertaking for Back-to-Back OEM Warranty and support for Years

# (On OEM letter Head signed by Authorized Signatory)

Date:	/_	/	

DGM (Teo	chnical)						
	ormatics Limited						
•	2, 2nd Floor, Karm	ayogi					
Bhavan, S	ector-10 A, Gandhi	nagar					
382 010.							
Ref: RFP n	0						
Subject: C	DEM undertaking for	r back to back	OEM war	ranty and su	pport for th	e quoted pr	oducts in
the RFP no	_			•	* *		
Dear Sir,							
We,		, with	address				
, do	hereby	confirm	that	we	will	be	offering
				as par	t of our so	lution for t	the above-
mentioned	I RFP.						

We hereby confirm that the offered Products in the referenced RFP will be provided with a back to back 24x7x365 warranty and support including subscription covering upgrades, updates, patch updates, bug fixes, Fault Reporting, Trouble Ticketing, call resolution etc. available for the period for 5 +1 +1 years for the central and critical Infrastructure and 2 years for the IP phones through M/s \_\_\_\_\_\_\_\_(SI/Bidder) from the date of Go-Live and also till Go-live.

Thanking you,

To,

)

Authorized Signatory

Note: Power of Attorney should be enclosed with the document confirming the signing person as an authorized signatory.

# Annexure M

# On letterhead of Bidder

## Sub: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & 08.02.2021 of Ministry of Finance, Dept. of Expenditure, Public Procurement division

## Ref: Bid Number: HWTXXX

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: HWTXXX

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 <u>M/s <<<Name of Company>></u>

# On letterhead of OEM

<u>Sub : Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & 08.02.2021</u> of Ministry of Finance, Dept. of Expenditure, Public Procurement division

## Ref: Bid Number: HWTXXX

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: HWTXXXX

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  $\underline{M/s} \leq \leq \underline{Name of Company} >>$