

Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance for Video Conferencing Solution for Government of Gujarat



Issued by:



(A Government of Gujarat Company)

GUJARAT INFORMATICS LIMITED

Block No. 2, 2nd 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 an Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance for Video Conferencing Solution for Government of Gujarat.
- DST/GIL intends to select the firm by inviting the proposals through Open Tender Process. Bidder shall upload their bids on <https://gem.gov.in/>
- 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 <https://gem.gov.in/> or <https://gil.gujarat.gov.in/>
- **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 <https://gil.gujarat.gov.in/> and <https://gem.gov.in/>
- The bids have been invited through e-tendering on the website <https://gem.gov.in/>
- Bidders who wish to participate in this bid will have to register on <https://gem.gov.in/>

NOTE: Please address all correspondence to:

DGM (Tech),

E-mail: dgmTech-gil@gujarat.gov.in

I/C AGM-GSWAN,

E-mail: srmgr1-gswan@gujarat.gov.in

Gujarat Informatics Limited

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

Phone No.: 079 – 232-52026

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 Video conferencing solution. E.g. in Gateway, End points, Video Conferencing Solution 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 Video Conferencing Solution services that may lead to disruption in normal operations of the Video Conferencing Solution.
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 in-service 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.

Abbreviation

Abbreviation	Description
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
LoI	Letter of Intent
LoA	Letter of Award
O&M	Operations and Maintenance
PBG	Performance Bank Guarantee
PoE	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 for Video Conferencing Solution for Government of Gujarat.”***

Background:

DST, GoG has 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 Video Conferencing Solution by leveraging its existing fibre Network backbone of GSWAN & SDC throughout the state, Gujarat”

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).

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/ System Integrator operating for the last five years as on bid submission date.	Certificates of incorporation AND Self-Declaration Certificates
2	Bidder must have average annual turnover of at least Rs. 20 crores for each of the last three financial Years as on 31 st March 2023. AND Average Annual Sales Turnover of the bidder solely generated on account of video conferencing solution during the last three years should be at least Rs. 10 crores 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 bidder should be enclosed.
3	The bidder should have executed at least 1 (one) Project of Video conferencing solution with multiconference solution having minimum value of Rs. 5 crores in India during the last 05 years as on bid submission date.	Please attach copy of purchase order and work completion certificate.
4	The bidder must have positive Net worth in 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 net worth of the bidder should be enclosed.
5	OEM of offered products must have positive Net worth in 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 net worth of the bidder should be enclosed.
6	OEM of offered products must have average annual turnover of at least Rs. 100 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	OEM's of VC solution must have deployment of minimum 3 projects globally having 500 ports MCU in each project.	OEM Undertaking along with copies of work completion certificate or work order/ purchase order.
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 Sale & must not go 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/ GST Registration/Lease agreement.
10	Bidder and OEM should not be blacklisted by any Ministry of State Government of India or any of the Government PSUs	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 Video conference platform. The devices / components / solution should not be comprised for multiple OEM in Video conferencing solution.

SECTION: 3

SCOPE OF WORK

SCOPE OF WORK

The Department of Science and technology is looking forward to build Video Conferencing 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/GIL for providing video communication services from the day one. The scope of work under this RFP is broadly divided into two components:

- A. **System Integration Component:** Supply, Installation, Configuration, Testing, Commissioning and Support (24x7x365) of Video Conferencing Solution deployed for Government of Gujarat at Gandhinagar.
- B. **Operations & Maintenance Component:** O&M for a period of Seven years from the date of Go-live of newly installed & Commissioned VC system Solution, IT and Non-IT Infrastructures.

A) System Integration Component:

1. Bidder is responsible for the 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.
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 7 years.
3. It is envisaged that the Video conferencing solution must be designed to support 1000 HD Video Conference participants from day 1, but solution can be scaled to add up to 500 HD Participants. The solution should work seamlessly with existing Video conferencing endpoints and can collaborate internally and externally amongst themselves for video conferencing, & screens sharing with internal and external participants in a secure way. It is preferred that the existing video endpoints working on SIP, H.323 should be migrated to the new proposed call control platform so that a unified calling approach can be adopted by the department.
4. Proposed conferencing should be based on IP backbone. DST, envisage to use its existing GSWAN fibre backbone which connects various offices of GoG spread across Gujarat to carry the required audio & video traffic.
5. Bidder should provision required hardware and software components like Video & Web conferencing software & server, Firewall Traversal Solution, Network Switches, UPS, patch cords, power Adapter etc. With appropriate licenses perpetual for life to successfully operate the system as envisage.
6. It is envisaged that the central infrastructure of the proposed Video Conference system will be installed at Gujarat State Data Center, Gandhinagar. Further, it is also envisaged that the Disaster recovery with 25% capacity will be installed at Server Farm situated at Gandhinagar, Gujarat (or any other location decided by DST/GIL later on) in Gujarat, which is connected to GSWAN network.
7. Bidders will have to use the existing LAN cabling and switching infrastructure for deployment/implementation of endpoints (Video Conferencing system).
8. The bidder is required to maintain the privacy, security, and confidentiality of all the video

conferencing and the deployed system.

9. Bidder needs to ensure minimum downtime during the migration to the new system as the existing system is in operation.
10. Bidder will have to submit detailed Project implementation plan covering approach & methodology of execution and migration, 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.
11. 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.
12. 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.

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.
13. The Bidder shall ensure that the products quoted should not be declared End of Sale & must not go 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.
 14. The bidder is required to provide 24x7x365 days back to back OEM warranty and support for the period of 7 years 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.
 15. **Video Conferencing setup:** At present, Video conferencing solution of Cisco/Polycom/Gmeet are deployed in GSWAN network catering to various departments of Government of Gujarat. The bidder needs to ensure all existing Video conferencing endpoints are registered to the new platform and utilize the new platform for all communications, which includes point to point video call, Internet call, joining meeting on new MCU as well as joining cloud-based meetings over SIP, H.323. The bidder also needs to ensure the Video solution and the Firewall traversal solution follow the ITU recommendations and standards to provide secure video conferencing over internet without the need to bypass firewall system. The bidder needs to also deploy all newly procured Video conference endpoints at all locations and ensure they are connected correctly and are operational at all locations.

Bidder needs to provide training to GoG staff to ensure the Video Endpoints & Solution is utilized effectively.

16. 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.
17. 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.
18. 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

1. The Successful bidder shall be responsible for the overall management of the IT Infrastructure and enabling infrastructure maintenance services at all the locations covered under the scope of this BID for ensuring adherence of SLAs. The selected agency shall be responsible for day to day operations and maintenance for a period of 7-years 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. **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

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 of onsite and offsite spare parts and spare component.
 - k. Any component that is reported to be faulty on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the 30 days.
 - l. Bidder shall develop and maintain an inventory database to include the registered hardware warranties.
4. The maintenance services involve comprehensive maintenance of all component covered under the contract, including repairing, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spares part, updating, security alerts and patch uploading etc.
 5. Bidder is only responsible for providing, installing required end points like Video endpoints, Patch cord etc. (with prior instruction/permission from DST/GIL/TPA), Configuration of the end points with central system. Further, end points 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.
 6. 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.
 7. Bidder is required to document & maintain record of 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.
 8. Bidder shall ensure availability of one Technical Engineer on site to ensure 24x7x365 days support. The Bidder shall submit regular records of manpower availability.

9. 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.

10. Back-up management & strategy

- a. It is the sole responsibility of Bidder to manage and maintain the BACKUP of all necessary DATA/Information of system / network viz. and submit the required report to DST/GIL as and when asked.

- b. Bidder shall be responsible for implementation of necessary Backup Plan/Policy.
- c. The backup monthly schedule should be designed and implemented by bidder.
- d. All necessary hardware & software for backup management and storage would be sole responsibility of the Bidder.

11. System hardening:

- a. Bidder is required to make/upgrade configuration and firmware in various system as and when directed by DST/GIL during the contract period.
- b. Bidder is required to establish, practice and manage the system hardening process.

12. 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/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.

13. 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/GIL.
- b. Bidder shall submit the report on improvement and enhancement of system to DST/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 along with the user acknowledgement should be kept with the bidder.

14. Training

The Successful bidder shall provide hands on training related to functionalities, features and operations of Video Conference Solution, Functionalities & configuring the devices as per BoM to O&M agency designated by DST/GIL. The Successful bidder has to train the O&M agency engineers at the time of implementation and throughout O&M period.

15. Delivery Timelines:

S/N	Deliverables	Timeline
1	<u>Kick-off Meeting:</u> (Submission of Detailed implementation plan/roadmap, Issuing of GEM contract and submission of performance Bank Guarantee)	Within 15 Days from date of issuance of contract on GEM
2	Delivery of the ordered item/software as per the work order at central location (vendors warehouse at Gandhinagar/Ahmedabad)	T+ 100 days
3	Installation and Commissioning of Central Infrastructure and Disaster recovery site (both hardware and software)	T+ 130 days

4	<u>Installation, Testing, Commissioning, FAT and Go-Live</u> (Installation, commissioning and FAT of Edge/site location Infrastructure like video Conferencing software, Video Endpoint power adapter, patch cord etc. as per the scope of work)	T+ 160 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.

16. MIS Reports

Reports	Frequency
Utilization Report <ul style="list-style-type: none"> • Performance report • Outgoing traffic vis-à-vis threshold, overflow etc. 	Monthly
Fault management Report (Proactive & Reactive) Note: complaint logging & entering closure details in line with call handling mechanism	Daily, weekly and Monthly
Capacity Planning Report	Monthly
Configuration and Administration report (Any major changes to be informed to DST/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. Video collaboration solution (Video Conference Solution):

- 4.1.1. The Video collaboration solution must be a single centralized architecture with video endpoints capable of registering from anywhere across GSWAN network. The solution must include central management, phonebook, gatekeeper, firewall traversal solution, Video conferencing MCU as well as Video conferencing endpoints. The various applications may or may not be co-hosted in a single hardware, and it at discretion of the Bidder.
- 4.1.2. The Video collaboration solution must be deployed in redundancy across DC site as stated above. The solution must function as per ITU standards of H.248 or equivalent. The solution must also support and allow Video device to perform content sharing on standards like BFCP & H.239
- 4.1.3. The solution must come with a monitoring tool for admins as part of solution, where administrator can view real-time usage & statistics of the Video conferencing server as well as network statistics of each participant. The solution must also include operator dashboard for an operator to remotely schedule, connect and set up the video conference session between multiple locations as per request.
- 4.1.4. The solution must be a standard SIP based platform with interoperability with H.323. The entire solution must support IPv4 / IPv6 from day 1.
- 4.1.5. The solution must include Firewall traversal solution that ensures no ports on firewall are bypassed for Video calls and conferences over internet.
- 4.1.6. The MCU must have a 1000 HD port capacity on normal day with N+1 redundancy deployment for web browser-based client and hardware endpoints. MCU must support at least 100 concurrent conferences on HD resolution. This can be achieved via a single server or cascading multiple servers. MCU must support local redundancy as well as geo-redundancy over WAN. All the supplied hardware must support IPv4/ IPv6 from day 1 and latest security standards of AES 128 or above & TLS 1.2 or above.
- 4.1.7. MCU must have scale up capability such that MCU can increase more participants through lower resolution or audio only calls and also have scale down capability through provide HD resolution.
- 4.1.8. MCU must support and allow participants to join using PC/Mobile browsers using WebRTC, Soft client, SIP & H.323 Video conference device from within GSWAN network or from outside GSWAN network coming from over Internet.
- 4.1.9. MCU/Video Conferencing Meeting Background must support branded with GoG emblem & Logo/Office images and must support customised branding to provide personalized experience to participants.
- 4.1.10. MCU must include license to conduct conferences across departments with any no of participants limited by H/W capacity and DST can purchase and add licenses and hardware when expansion is required. The solution must also include a scheduling portal for operator to schedule meetings as per request received from different departments. Operator shall then be able to use different modes like email/sms to share meeting URL, meeting number, password along with date & time. Operator must also have option to remote dial out from MCU to all Video devices that are going to join the meeting from central tool. Additional specifications of MCU need to comply as mentioned below.
- 4.1.11. The Video Conferencing Device proposed as part of this solution must be a recently launched Video conferencing device with new capabilities and support Full HD camera resolution. The Video conference unit must include a hardware-based codec and camera. The codec and camera must be from same OEM. The Video conference device must be centrally managed from video conferencing infrastructure and must support calling using SIP, H.323 as well

connecting to soft PC based web conferences using WebRTC/USB pass through functionality. All required licenses, hardware accessories and components must be included by bidder as part of the solution.

- 4.1.12. The proposed solution should support up to 1000 participants on premises under GSWAN infrastructure. It will include no of simultaneous conferences with a combination of 100 conference of 10 participants or 200 conferences of 05 participants or 50 conference of 20 participants or any widely used combination. All license and hardware to be included for the same. It should have video conferencing recording with the ability to switch it on and off at Host level. Host should have the option to record the VC. Recording mode (on / off) should be clearly visible on the screen.
- 4.1.13. Event/Webinar Solution with Streaming Server (For more than 1000 participants to 15,000 participants) Bidder will provide the video Conferencing services through bidder with in house or cloud platform. Solution must be able to support Events/Conference with a capacity of up to 15,000 participants. The solution must allow all 15,000 participants to be able to interact with each other real-time audio and if required even allow moderator to enable their video. For such large conferences solution should allow up to 100 participants to be on audio, video while the rest should be able to view the content and participate via streaming solution on GSWAN network. The solution must support parallel streaming with minimum 5 links at same time over standard platforms like YouTube, Facebook, Twitter or other social media platforms. The streaming server should also be capable to mix multiple cloud based meeting solution to view on single screen. The bidder has to provide expert manpower for this purpose. The solution must have audio video mixing facility. Following are features needed for conducting such large events. To achieve this functionality, all required licenses must be included. Through this webinar solution tenderer should also be able to conduct 10 parallel video conference with maximum of 1000 participants.
 - 4.1.13.1. All participants in cloud must have option to respond through chat, Q&A tab as well as option to raise hand for asking any questions or volunteer to speak during the event.
 - 4.1.13.2. VC endpoint must be able to directly dial into event platform which can be through MCU and on cloud. At least 100 SIP or H.323 endpoints must be able to join the event from SICN/GSWAN network or directly from external location.
 - 4.1.13.3. The solution must support encryption between VC endpoint/MCU & cloud
 - 4.1.13.4. VC participants must be able to hear live audio.
 - 4.1.13.5. The same event can be interactive or can be customized to act as a One-Way webcast solution for VVIP session.
 - 4.1.13.6. There must be native capability to stream the event on standard streaming protocol to stream over RTMP,HLS ,RTSP streamers
 - 4.1.13.7. Participants must be able to join the event from any latest android & ios mobile/tablets and Windows & mac laptops.
 - 4.1.13.8. There must be an additional option to request participants to first register and only upon approval join the event.
 - 4.1.13.9. Only moderators must have option to mute/unmute participants and allow them to share audio/video and share screen if required. Participants must not be able to unmute themselves without moderator permission. Moderators must also be able to remove a participant if needed.
 - 4.1.13.10. Moderator must have option to customize screen layout of the event that is viewed by participants on PC. Moderators can also respond to answers in Q&A, respond to chat.
 - 4.1.13.11. Event must also allow option to enable participants to join from local toll number in India for few participants if not all.
 - 4.1.13.12. Event must support fetching reports of attendees and view real-time quality and network statistics of each participant.

4.2. Conferencing:

- 4.2.1. Proposed solution should support one to many audio and video conferencing facility. It should also allow addition, dropping of users during the conferencing.
- 4.2.2. Proposed solution should allow users to join on going, scheduled video conference call as an audio Participants in case users don't have the device with video facility. Mobile users will be connected to the proposed solution through the GSWAN Wi-Fi services provided by the bidder or must be able to connect over internet using SIP, H.323 Video Endpoints or using Web browser from PC/mobile if they would like to participate on audio & video conference.
- 4.2.3. Proposed system should support voice conferencing between internal users to external party.
- 4.2.4. It must support at least the audio codecs, G.729, and the video codecs H.264/H.265 or equivalent or higher.
- 4.2.5. Lock / Password protected meeting to prevent unauthorized participant joining the session.
- 4.2.6. It should allow share/Transfer of document (presentations, reports, desktop based applications etc.) using soft client/agent during the VC.
- 4.2.7. Proposed Video Conferencing solution should also require to be integrated with our existing H. 323/SIP (300 Qty.) based Video Conference endpoint (CISCO SX20, Polycom group 300, Polycom group 500, Gmeet etc.) seamlessly.
- 4.2.8. The proposed conference license may not be tagged to any specific user and must operate as a shared resource.
- 4.2.9. The solution should support multiple conference ad-hoc and scheduled a conference.
- 4.2.10. The solution should capable of connecting to VC in a point-to-point or multiparty video conference.
- 4.2.11. The conferencing should have H.239/BFCP protocol for sending and receiving dual video streams (Presenter + Presentation).
- 4.2.12. The solution should support 15 or higher continuous presence Layout.
- 4.2.13. The solution must have dual power supply for redundancy and must support IPv4 & IPv6 from day1.
- 4.2.14. The conferencing software should have integration with IP phones, soft clients and Video endpoints.
- 4.2.15. The conferencing platform must include feature for administrator to remotely manage and monitor ongoing conferences and have remote capability to control features of conference like add/drop participants, change layouts, mute/unmute individual/All participants, view license utilisation and system health status, license required for the same must be included as part of solution.

Following scenario/possibility of video conferencing is required but not limited to;

- Users can join or can dial themselves into meeting room/ video conference from any IP Audio/video phone, soft client, Video Conference Device or web browser.
- Any users can join conference with or without GSWAN network.

4.3. Video Conference Device

- 4.3.1. Bidder must provide enterprise grade SIP video conferencing system.
- 4.3.2. System should be able to allow new video conference devices to be able to place video calls to the existing VC devices and IP phones & soft clients. The VC System must also be able to dial

and participate in the video conference.

- 4.3.3. The SIP Video Conference Device must be able to communicate with IP Phones audio & Video and also participate on audio, video & web conferences with other endpoints using SIP standard.
- 4.3.4. The SIP Video Conference devices required must have a dedicated hardware-based codec and support for latest standards. The Video Conference Device must be able to participate in conferences on the provisioned conferencing platform and must provide USB capability to enable the camera & microphone unit to join any software PC based web conferencing platform that may not support SIP, H.323 standards.

Conference Room based VC Device (Type-A):

Minimum required technical specification are as given below

Features	Specifications
Type of Endpoint	Point to Point Upgradable
Optical Zoom	12X
Video Conference Resolution	1080p 60 FPS
Type of Camera	PTZ
Supports sharing of graphics and video content during video call	1080, 30 FPS
Microphone Supplied	3
Microphone Inputs on codec	2
Camera Positioning	Single Camera
Supported Video Protocols	H.264 or better
Calling Protocol Support	H.323 & SIP Protocols
Network Support	IPv4/IPv6

Other terms;

- 1. Codec & Camera must be from the same OEM.
- 2. Codec must be custom built hardware and not software loaded on PC.
- 3. The unit must be equipped with intuitive touch screen / panel / Remote for controlling VC Unit
- 4. Must have ability to share content on wireless from desktop or laptop.
- 5. Should be enabled for software based video conference like Webex, Team, Zoom, Google Meet & other similar platforms.

Room based VC Device (Type-B):

Minimum required technical specification are as given below:

Features	Specifications
Type of Endpoint	Point to Point Upgradable
Digital Zoom	5X
Video Conference Resolution	1080p 30 FPS

Type of Camera	In built camera, codec microphone & speakers as an all-in-one unit
Supports sharing of graphics and video content during video call	1080, 30 FPS
Microphone Supplied	1 and capability to add external microphone
Camera Positioning	Single Camera
Supported Video Protocols	H.264 or better
Calling Protocol Support	H.323 & SIP Protocols
Network Support	IPv4/IPv6

Other terms;

1. Must have ability to share content on wire/wireless from desktop or laptop.
2. Should be enabled for software based video conference like Webex, Team, Zoom, Google Meet & other similar platforms.
 - o Must support at least 1 External microphone

LED Display Full HD 43” inch

Features	Specifications
Screen Size	43 inch or higher
Technology	LED Backlit or IPS technology
Native Resolution	1920 x 1080 (FHD)
Aspect Ratio	16:9
Brightness	350 cd/m2
Interface	2X HDMI, 2X USB
Onsite OEM Warranty	3 years

LED Display Full HD 55” inch

Features	Specifications
Screen Size	55 inch or higher
Technology	LED Backlit or IPS technology
Native Resolution	1920 x 1080 (FHD)
Aspect Ratio	16:9
Brightness	350 cd/m2
Interface	2 X HDMI, 2X USB
Onsite OEM Warranty	3 years

SECTION: 5

***Service Level Agreement, Penalties
& Payment
Terms***

5.1. SLA & Penalties

A. Penalty for delay:

S/n	Activity	Timeline	Penalty
1	Delay in Delivery/ Supply of Hardware	As per Section-3 of this RFP Document	0.5% of Contract value of delayed item per week or part thereof for delay in delivery
2	Delay in Installation / Implementation		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/GIL. The overall operational penalty would be as per actual. In addition to the applicable penalty and the provisions pertaining to closure/termination of contract the DST/GIL shall be within its rights to undertake termination of contract if satisfactory performance of manpower. Availability will be calculated on a quarterly basis.

1) Uptime of Central/Main/ Video conference Solution:

S/n	Activity	Target	Penalty
1	Uptime of Central / Main / Video conference Solution	99.99%	a. 99.99% or Better= NIL b. 99.00% to 99.98%=0.25% of QP c. 98.50% to 98.99% = 0.50% of QP d. less than 98.50% = 0.75% of QP

2) COMPLAINT RESOLUTION:

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 Video conferencing network or 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/GIL from time to time.
S2	A problem that affects core components however no user is impacted due to High availability or redundancy at primary or DR site.
S3	A problem that affects an individual user, Video conferencing not working, Facility activation, shifting of set up.

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.

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.
- 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. PAYMENTS TERMS:

S/N	Activity	Payment (%)
Schedule-I		
1	Delivery of all components (Hardware, Software, Licenses, etc.) at Central Locations (vendors warehouse at Gandhinagar/ Ahmedabad)	40% 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 30% Payment (Against the warranty support)	30% balance Payment of 7 years comprehensive Warranty & OEM Support Charges in 7 equal instalments at the end of every year.
Schedule-II		
5	Payment for manpower deployed for 7 years	Quarterly

Note:

- 1) Operation and Maintenance (Warranty Support): 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.
- 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.

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 <https://gil.gujarat.gov.in> or <https://gem.gov.in/> 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. 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.

3. 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 upload the information in the prescribed format, the bid is liable for rejection.

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

4. FRAUDULENT AND 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).

5. 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.

6. CONTRACT OBLIGATIONS

If after the award of the contract on GEM, the Bidder 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 and 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.

7. 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.

8. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- 8.1 The Bidder shall furnish, as part of the Bid, a Bid security (Refundable) for the amount of **Rs. 30,00,000/- (Rupees Thirty Lacs 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. EMD/4/2022/0002/DMO dated 20.05.2022 & dated 28.06.2021 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar(as per prescribed format) and must be submitted along with the covering letter.
- 8.2 Please affix the stamp of your company on the overleaf of demand draft.
- 8.3 Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.
- 8.4 The successful Bidder's Bid security will be discharged upon the Bidder acceptance of the Contract on GEM, and furnishing the Performance Bank Guarantee.
- 8.5 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:
 - To sign the Agreement in time
 - To furnish Performance Bank Guarantee

9. VALIDITY OF BIDS

- 9.1 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.
- 9.2 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

10. LATE BID

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

11. MODIFICATION AND WITHDRAWAL OF BID

- 11.1 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.
- 11.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
- 11.3 No Bid may be modified subsequent to the deadline for submission of bids.
- 11.4 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.

12. OPENING OF BIDS BY DST/GIL

- 12.1 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.
- 12.2 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.
- 12.3 Immediately after the closing time, the DST/GIL contact person shall open the Un-Priced Bids and list them for further evaluation.

13. CONTACTING DST/GIL

- 13.1 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.
- 13.2 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.

14. REJECTION OF BIDS

- 14.1 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.

15. EVALUATION METHODOLOGY

15.1 Preliminary Examination

- 15.1.1. 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.
- 15.1.2. 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 determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 15.1.3. 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.
- 15.1.4. Conditional bids are liable to be rejected.

15.2 Methodology & Criteria for Technical, Commercial and final evaluation

- 15.2.1 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.
- 15.2.2 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.
- 15.2.3 The bids will be evaluated for the eligibility criteria first.
- 15.2.4 The technical bids of the bidder(s) who comply with the eligibility criteria will be opened.
- 15.2.5 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 **70 (Seventy out of total 100 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.

- 15.2.6 Bidder is required to fulfil 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.

15.3 Financial Bid evaluation:

- 15.4.1 Price Bids will be opened only if the bids are technically qualified in the technical evaluation (Obtained minimum 70 marks out of 100) and fulfil the Eligibility Criteria.
- 15.4.2 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) year depending upon the actual requirement.
- 15.4.3 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.
- 15.4.4 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.
- 15.4.5 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.
- 15.4.6 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.

16. NOTIFICATION OF AWARD

- 16.1. Prior to expiration of the period of Bid validity, DST/GIL will notify the successful Bidders.
- 16.2. 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.

17. FORCE MAJEURE

- 17.1. Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case of construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. 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 its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

17.2. 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.

- 17.3. 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.

17.4. 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 state-wide or are of political nature;
- c) Any event or circumstance of a nature analogous to any of the foregoing.

17.5. 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;

17.6. 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.

18. CONTRACT OBLIGATIONS:

18.1. Once a contract is confirmed and signed on GEM, the terms and conditions contained therein shall take precedence over the Bidder’s bid and all previous correspondence.

19. AMENDMENT TO THE AGREEMENT

19.1. 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.

20. USE OF AGREEMENT DOCUMENTS AND INFORMATION

20.1. 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.

20.2. 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.

20.3. 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.

21. RESOLUTION OF DISPUTES

- 21.1. 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 here to shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 21.2. 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.
- 21.3. The place of the arbitration shall be Gandhinagar, Gujarat.
- 21.4. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 21.5. The proceedings of arbitration shall be in English language.
- 21.6. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 21.7. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

22. BOOKS & RECORDS

- 22.1. 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.

23. PERFORMANCE GUARANTEE

- 23.1. The Successful bidder shall furnish Performance Guarantee as provided in the bid document to DST/GIL for an amount equal to 5% of the value of Order.
- 23.2. The performance guarantee will be in the form of bank guarantee for the amount equal to 5% 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.
- 23.3. The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/4/2022/0002/DMO dated 20.05.2022 & dated 28.06.2021 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.
- 23.4. 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.

24. PAYMENTS PROCEDURES

- 24.1. 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.
- 24.2. 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).
- 24.3. 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.

- 24.4. 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.
- 24.5. Payment shall be made in Indian Rupees. While making the payment necessary deduction for penalties (if any) and applicable tax/TDS will be made.
- 24.6. 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.

25. SERVICE TERMS

- 25.1. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 25.2. It is mandatory for Bidder to deploy qualified professional to provide the required services as defined under scope of work.
- 25.3. The Bidder has to submit regular schedule of technical man power availability & get it approved by DST/GIL/, before deployment.
- 25.4. The Bidder needs to manage & maintain various records related to the services extended to the Government.
- 25.5. 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.
- 25.6. 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.
- 25.7. If required, the Bidder may need to coordinate and approach various agencies working for DST/GIL.
- 25.8. The Bidder needs to maintain the required security of the network as per the DST/GIL Security guidelines.
- 25.9. 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/.
- 25.10. 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.
- 25.11. Bidder shall submit details of various reports generated by NMS for e.g. availability, downtime, usage, fault & rectification, BER etc.

26. TERMINATION OF SERVICE

- 26.1. **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: -
 - 26.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
 - 26.1.2. In case DST/GIL finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project.
 - 26.1.3. 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.
 - 26.1.4. In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;

- 26.2. 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.
- 26.3. 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.
- 26.4. 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.
- 26.5. 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 endeavour to remedy the default which gave rise to the commencement of such notice period.
- 26.6. 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.

27. INDEMNIFICATION

- 27.1. 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.

28. LIMITATION OF LIABILITY

- 28.1. 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.

29. CONFIDENTIALITY

- 29.1 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.
- 29.2 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:
 - 29.2.1 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;
 - 29.2.2 Published or available to the general public otherwise than through a breach of Confidentiality; or
 - 29.2.3 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
 - 29.2.4 Developed independently by the selected agency.
- 29.3 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. 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.

- 29.4 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.
- 29.5 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. with Taxes)
Table-1			
Video Conferencing Solution			
1	Video Conferencing Solution as per the scope of work (upto 1000 Participants) with H.323, SIP Support	1	
2	Video Conferencing Solution as per the scope of work (For more than 1000 participants to 15,000 participants) with H.323, SIP Support	1	
Rate Contract components			
3	Conference Room based VC Device Type A as per technical specification	10	
4	Room based VC Device Type B as per technical specification	10	
5	LED Display Full HD 55" inch	10	
6	LED Display Full HD 43" inch	10	
7	Manpower Charges for Video Conferencing Solution as per the scope of work for the period of 7 years	01	
			Grand Total (Table-1)

Note:

- **Financially L1 bidder = As per GeM**
- All the above-mentioned line items in Table-1 of Price bid should fully comply with 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 Lol/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 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:
		Ref. #
4	Details of Commencement of Business	Date:
		Ref. #
5	Company Identification Number (CIN)	
6	Registered Office of the Company:	
7	Composition of the Board of Directors of the Company. Please furnish Name, Designation and their DIN.	
8	Name of Company Secretary of the Company and his/her Membership No.	
9	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	

Annexure D – Compliance Statement & Eligibility Criteria Check list

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

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 for Seven years of State Wide Video Conferencing Solution for Government of Gujarat.”**

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.

Annexure F – Unconditional Acceptance of RFP terms and conditions

(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 [No _____] regarding **Request for Proposal (RFP) for Selection of Implementing Agency for Supply, Installation, Commissioning and Operations & Maintenance for Seven years of State Wide Video Conferencing Solution for Government of Gujarat.** 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.

Annexure G – Annual Sales Turnover Statement

(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	2019-20	2020-21	2021-22
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 <i>Video conference Business/VoIP/</i>			
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.

Annexure H – Statement of Projects completed of Prescribed Nature & Size

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 Video Conference	Yes/No
6	Total No. of nodes	
7	Completion certificate	Yes/No
9	Customer Contact Person's detail	
A	Name	
B	Designation	
C	Email	
D	Phone	
E	Fax	
F	Mailing address	

Note:

1. The Copies of the 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

Annexure I – Technical Compliance Sheet

S/N	Name of Item	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

Ref:

Bank Guarantee No.

Date:

To,

DGM (Technical)

Gujarat Informatics Limited

Gandhinagar, Gujarat

Whereas _____ (hereinafter 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 operations & Maintenance for 7 years of Video conferencing solution at Gandhinagar for Government of Gujarat**" the KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of _____ for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 2022.

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 /PURCHASER 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 /PURCHASER 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 may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2022.

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. EMD/4/2022/0002/DMO dated 20.05.2022 & dated 28.06.2021 issued by Finance Department or further instruction issued by Finance department time to time.

Annexure K: Format for Performance Bank Guarantee

Ref:
Date:

Bank Guarantee No.

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

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 for Seven years of State Wide Video Conferencing Solution for Government of Gujarat AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("The Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

1. WHEREAS we _____ ("the Bank", which expression shall be deemed to include its 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 notwithstanding 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 Day of,2022

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Official Address)

(Name)

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

Dated:

Approved Bank: Any Nationalized Bank including the public-sector bank or Private Sector Banks or Commercial Banks or Co-operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/4/2022/0002/DMO dated 20.05.2022 & dated 28.06.2021 issued by Finance Department or further instruction issued by Finance department time to time.

**Annexure L: OEM Undertaking for Back-to-Back OEM Warranty and support for 7
Years**

(On OEM letter Head signed by Authorized Signatory)

Date: __/__/____

To,

DGM (Technical)

Gujarat Informatics Limited
Block No. 2, 2nd Floor,
Karmayogi Bhavan, Sector-10 A,
Gandhinagar 382 010.

Ref: RFP no. _____

**Subject: OEM undertaking for back to back OEM warranty and support for the quoted products in
the RFP no. _____**

Dear Sir,

We, _____, with address _____

_____, do hereby confirm that we will be offering _____ as part of our solution for the above-mentioned 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 of seven years for the central and critical Infrastructure and 2 years for the rate contract items of VC solutions through M/s _____ (SI/Bidder) from the date of Go-Live and also till Go-live.

Thanking you,

(_____)

Authorized Signatory

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