



Request for Proposal (RFP) for Selection of Agencies for Design, Supply, Installation, Testing, Commissioning and Transfer of the Telecom Shelter Across the State of Gujarat for BharatNet Phase III Project On Behalf of Gujarat Fibre Grid Network Limited(GFGNL), Department of Science & Technology, Government of Gujarat

Reference No: GFGNL/GFG/e-file/263/2025/0041/Shelter infrastructure for BharatNet Phase-III (ABP)

Date: 13<sup>th</sup> May-2025



Issued by:

Gujarat Fibre Grid Network Limited (GFGNL)

A Government of Gujarat Company

Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar 382010

## TABLE OF CONTENT

ii. ABBREVIATIONS .....	7
iii. DEFINITIONS .....	8
iv. STRUCTURE OF THE RFP .....	11
v. FACT SHEET .....	12
<b>SECTION-1 KEY INFORMATION &amp; INSTRUCTIONS .....</b>	<b>15</b>
1.1 Information Regarding RFP.....	15
1.2 Instruction to the Bidders for online bid submission .....	15
1.3 Clarifications on the RFP .....	16
1.4 Naming Convention for files .....	16
<b>SECTION-2 INTRODUCTION .....</b>	<b>18</b>
2.1 Information and Objective of RFP .....	18
<b>SECTION-3 QUALIFICATION CRITERIA .....</b>	<b>22</b>
3.1 Eligibility Criteria.....	22
3.2 Technical Qualification Criteria .....	31
<b>SECTION-4 SCOPE OF WORK.....</b>	<b>36</b>
4.1 Indicative Existing Shelter Dimensions: .....	38
4.2 Indicative New Shelter Dimensions including upgradation requirement of existing shelter .....	39
<b>Drawing:02 New Shelter Indicative Diagram .....</b>	<b>39</b>
<del>4.3 Indicative diagram for proposed Solar System .....</del>	<del>39</del>
<b>Drawing:03 Solar System (outside) Physical Indicative Diagram .....</b>	<b>40</b>
4.4 Security Fence with Chain Link Fence & Concertina Coil .....	40
<b>Table:0A Security Fence with Chain Link Fence &amp; Concertina Coil .....</b>	<b>41</b>
<b>Drawing:04 Security Fence with Chain Link Fence &amp; Concertina Coil .....</b>	<b>41</b>
<b>Drawing:05 Construction Material .....</b>	<b>42</b>
4.5 Main Gate (Indicative design) .....	42
<b>Table:0B Main Gate Specification .....</b>	<b>43</b>
<b>Drawing:06 Main Gate .....</b>	<b>43</b>
4.6 FM200 Fire Suppression System-Clean Agent .....	43
4.7 Existing Shelter Infrastructure Details .....	44
<b>Table:0D Activity Detail .....</b>	<b>47</b>
4.8 Activities To Be Completed During Implementation .....	47
<b>Table-0E Spare Material .....</b>	<b>50</b>
4.9 One (1) Year of defect liability period .....	51
<b>SECTION-5 TECHNICAL SPECIFICATIONS .....</b>	<b>54</b>
Porta Cabin .....	54

SMPS Battery .....	57
Air Conditioning.....	59
Split air conditioner indoor .....	61
3-Phase Servo Stabilizer .....	62
1-Single Phase Servo Stabilizer .....	64
Auto-Change Over Switch Specification .....	65
Fencing .....	65
Main Gate .....	66
Path Way .....	66
FCU .....	66
2MP Outdoor Bullet Camera .....	67
Fire Suppression System- Clean Agent.....	69
Solar Panels (8 Panels of 540W each) Specification .....	69
<b>SECTION-6 IMPLEMENTATION TIMELINE &amp; PENALTIES .....</b>	<b>71</b>
6.1 Timelines for New Shelter.....	71
6.2 Timelines for Existing Shelter upgradation .....	74
<b>SECTION-7 PAYMENT CRITERIA .....</b>	<b>77</b>
7.1 Payment criteria for New Shelter .....	78
7.2 Payment criteria for Existing Shelter Upgradation .....	79
<b>SECTION-8 SERVICE LEVEL AGREEMENTS DURING 1YEAR DEFECTIVE PERIOD .....</b>	<b>82</b>
<b>SECTION-9 GENERAL CLAUSES .....</b>	<b>88</b>
9.1 General Instruction To Bidders.....	88
9.2 Clarifications On The Rfp.....	88
9.3 Amendment Of Bidding Documents .....	89
9.4 Language of Bid .....	89
9.5 Bid Security/ Earnest Money Deposit (EMD) .....	90
9.6 Cost of Bidding .....	91
9.7 Proposal/Bid Submission & Evaluation .....	91
9.8 Sections Comprising Bids .....	93
9.9 Late Bids.....	95
9.10 Naming Convention for Files .....	95
9.11 General Instructions To Bidders.....	95
9.12 Agreement.....	96
9.13 Bid Validity.....	97
9.14 Rejection of Bid .....	97
9.15 Selection of Bidders & Allotment of Work .....	99

9.16 Notification Of Award & Signing Of Contract .....	101
9.17 Representations And Warranties .....	101
9.18 Court Jurisdiction .....	104
9.19 Audit And Security Services .....	104
9.20 Term and Extension of Contract.....	105
9.21 Third Party Damage.....	105
9.22 Penalty For Causing Inconvenience To The Public.....	106
9.23 Resolution Of Disputes .....	106
9.24 Books & Records .....	107
9.25 Ownership Of Equipment.....	108
9.26 Suspension Of Agreement .....	108
9.27 Performance Bank Guarantee.....	108
9.28 Termination By The Tenderer.....	109
9.29 Indemnification .....	110
9.30 Limitation Of Liability.....	113
9.31 Labour Welfare Measures And Workman Compensation .....	114
9.32 The Bidder's Office .....	116
9.33 Confidentiality.....	116
9.34 Fraudulent And Corrupt Practices .....	117
9.35 Patent Rights, Copy Right & Ipr .....	118
9.36 Exit Management Procedure .....	118
9.37 Support From External Agency .....	119
9.39 GFGNL's Right To Ban Business Dealings .....	119
9.40 Liquidated Damages (Ld) .....	120
9.41 Quantum Of Ld.....	120
9.42 Taxes & Duties.....	120
9.43 Set Off .....	122
9.44 Training.....	122
9.45 Documents Required For Claiming Payment .....	122
9.46 Risk Purchase .....	124
9.47 Public Procurements.....	125
9.48 Compliance of laws .....	127
9.49 Extension of Work.....	128
9.50 Terms and Conditions Of Bidders .....	128
9.51 Revelation of Prices .....	128

9.52 Tenderer's Right to vary Scope of Contract.....	128
9.53 Severance .....	128
9.54 Publicity .....	128
9.55 Force Majeure .....	128
9.56 FORCE MAJEURE EVENTS .....	129
9.57 Termination .....	130
9.58 Consequences of termination.....	131
9.59 Insurance.....	132
9.60 General.....	133
9.61 Terms & Conditions .....	135
9.62 Transfer of Ownership .....	138
<b>SECTION-10 FINANCIAL BID .....</b>	<b>139</b>
Financial Bid Format For Each Package .....	139
Table-0A(For Package-A) .....	144
Table-0A(For Package-B) .....	149
<b>SECTION-11 ANNEXURES &amp; FORMATS .....</b>	<b>152</b>
Annexure I: Bid Document Checklist. ....	152
Annexure II: Cover Letter .....	154
Annexure III: Bidder Information Sheet.....	155
Annexure IV: Self-declaration -Undertaking of not being barred by any State/ Central Government/PSU .....	156
Annexure V: Format for Bank Guarantee for Earnest Money Deposit (EMD) .....	157
Annexure VI: Bank Guarantee for Performance Bank Guarantee (PBG).....	159
Annexure VII: MAF.....	161
Annexure VIII: Non-Disclosure Agreement (NDA) .....	164
Annexure IX: Declaration of Acceptance of Terms and Conditions of RFP .....	167
Annexure X: Integrity Pact.....	168
Annexure XI: Land Border Certificate to be submitted by Bidder/s and OEM.....	172
Annexure XIII: Form for Undertaking of Total Responsibility.....	173
Annexure XIV: Phase-I(Existing BSNL Exchange) and Phase-II(Existing Shelter) .....	174
Annexure XV: Format-XII(ISB) .....	175
Annexure XVI: BID SECURITY/ EMD Guarantee.....	177
Annexure XVII: Existing Inventories for AMC is required. ....	180
Annexure XVIII: Power of Attorney for signing of Bid.....	184

## **i. DISCLAIMER**

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

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

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

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

## II. ABBREVIATIONS

Sr. no.	Abbreviations	Description
1	BOM	Bill of Material
2	BOOT	Build Own Operate and Transfer
3	EMD	Earnest Money Deposit
4	FAT	Final Acceptance Testing
5	ICT	Information and Communication Technology
6	IP	Internet Protocol
7	ISO	International Organization for Standardization
8	IT	Information Technology
9	KPI	Key Performance Indicator
10	LoA	Letter of Award
11	Mbps	Megabit per second
12	NMS	Network Management System
13	NOC	Network Operations Centre
14	OFC	Optical Fiber Cable
15	PIA	Project Implementation Agency
16	PBG	Performance Bank Guarantee
17	PoP	Point of Presence
18	RFP	Request for Proposal
19	SLA	Service Level Agreement
20	SPOC	Single Point of Contact
21	TDS	Tax Deducted at Source

### III. DEFINITIONS

Sr. No.	Abbreviation/ Term	Description
1	Acceptance of Letter of award (LoA)	The date on which the successful bidder(s) accepts the letter of award issued by Tenderer.
2	Acceptance Test(AT)	The acceptance testing of the network equipment & software solution commissioned for the project at all/specified locations
3	Agreement	The Service Level Agreement to be Signed between the successful bidder and GFGNL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4	Authorized Representative	Any person/ authorized by either of the parties
5	Bidder	The Party/Any System integrator who has an experience to establish, maintain & operate network equipment & software solution as required in the 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 GFGNL Signs the Service Level Agreement for executing the said project.
7	Corrupt Practice	The offering, giving, receiving, or soliciting of anything of value or influence the action of a public official in the process of Contract execution
8	Fraudulent Practice	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 GFGNL of the benefits of free and open competition.
9	Deliverables	The products, infrastructure, and services to be delivered by the successful bidder in the RFP and Contract, and as proposed in the Proposal and all related documentation/designs/policies and guidelines.
10	End-of-Life	End-of-life is the date of End-of-Sale and/or End-of Support (whichever is earlier) given by the OEM/ on its website or through any public announcement. End-of-Life would be indicating that a product is in the end of its useful lifetime and on the specified dates the vendor will no longer be marketing, selling, or sustaining a particular product and may also be limiting or ending support for the product.
11	End-of-Sale	The date indicated by the OEM/ on its website or through any public announcement, after which the OEM/ stops marketing or selling the product.
12	End-of-Support	Is with reference to a product and is the date indicated by the OEM/distributor on its website or through any public announcement, till



Sr. No.	Abbreviation/ Term	Description
		which the OEM/distributor will provide service/updates/patches/spare parts/technical support service.
13	SCD	Site clearance date for work initiation by PIA post intimation order
14	FAT	Final Acceptance Testing to test the successful implementation of the scope of work specified in the RFP
15	GP	Gram Panchayat
16	Good Industrial Practice	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.
17	Go-Live	The date of commencement of work and acknowledged by end customer
18	GoI / GoG / GISL / GFGNL	“GoI” shall stand for Government of India / “GoG” shall stand for Government of Gujarat / “GISL” shall stand for Gujarat ISP Services Limited./“GFGNL” shall stand for Gujarat Fiber Grid Network Limited.
19	GSVAN / GSWAN / DST / GP	“GSVAN” means “Gujarat State Village Area Network” / “GSWAN” means “Gujarat State Wide Area Network”/ “DST” means “Department of Science & Technology, Govt. of Gujarat”./ “GP” means “Gram Panchayat”.
20	Implementation Period	The period from the date of Formal Work order and up to the issuance of Final Acceptance Test.
21	Law	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.
22	Original Equipment Manufacturer (OEM)	Manufacturer of any equipment/system/software/product/services who is providing such goods services to the Tenderer's requirement(s).
23	Parties	The Tenderer and the Service Partner collectively, for the purposes of this Contract and “Party” shall be interpreted accordingly to the context therein.
24	Project	The activities to be performed by the Service Partner regarding this RFP
25	Tenderer	Tenderer Means GFGNL
26	Requirements	All the documents prepared by the Tenderer about the Project, Scope of Work, SLA, schedules, details, description(s), statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP

Sr. No.	Abbreviation/ Term	Description
27	RFP	The Request for Proposal bearing reference no: "GFGNL/GFG/e-file/263/2025/0041/Shelter infrastructure for BharatNet Phase-III (ABP)" and any other documents/formats provided along with this RFP or issued during the selection of successful bidder(s), corrigenda, seeking a set of solution(s), services(s), materials and/or any combination of them.
28	Service Level	The level of Service and other performance criteria which will apply to the Services delivered by the Service Partner.
29	State Data Centre (SDC)/S-NOC	State Data Centre (SDC means a Data Center located at Gandhinagar / S-NOC that would house the Information and Communication Technology (ICT) equipment required for carrying out centralized operations of the BharatNet.
30	Site(s)	The location(s) for which the Contract will be Signed and where the service shall be provided as per agreement.
31	Service Level Agreement	Service Level Agreement (SLA) is an agreement, to be signed between the successful bidder and the Tenderer includes all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondence, clarifications, presentations for the level of service and other performance criteria which will apply to the services delivered by the Service Partner .
32	Scope of Work/ SoW	To be performed by the Service Partner as provided in RFP and as arising from other clauses of the RFP and includes the requirements and deliverables of the project.
33	Third Party	Any agency, if/as appointed by the GFGNL for monitoring the project components at all times.
34	Uptime	The time period when specified services are available to GFGNL and its user organizations.
35	% Uptime	The ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
36	Tenderer	Gujarat Fibre Grid Network Limited (GFGNL), Gandhinagar
37	Office Hours	Working hours of the GFGNL (10:30 AM to 6:10 PM) on all Working days
38	Day	Day means both working as well as non-working day, unless specified otherwise
39	Knuckling	The type of selvage obtained by interlocking adjacent pairs of wire ends and then bending the wire ends back into a loop

#### IV. STRUCTURE OF THE RFP

Tenderer desires to select the Service Partner per package for “**Request for Proposal (RFP) for selection of Agencies for Design, Supply, Installation, Testing, Commissioning and Transfer of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat**” In this respect, Tenderer is undertaking a comprehensive Tendering process to select the most-suitable Service Partner via competitive Bidding. This RFP is meant to invite proposals from the interested bidders capable of delivering the services described herein. Details of the same are given in following sections:

Section	Description
Section I	KEY INFORMATION & INSTRUCTIONS
Section II	INTRODUCTION
Section III	QUALIFICATION CRITERIA
Section IV	SCOPE OF WORK
Section V	TECHNICAL SPECIFICATIONS
Section VI	IMPLEMENTATION TIMELINES & PENALTIES
Section VII	PAYMENT CRITERIA
Section VIII	SERVICE LEVEL AGREEMENT (SLA)
Section IX	GENERAL CLAUSES
Section X	FINANCIAL BID
Section XI	ANNEXURES & FORMATS

## V. FACT SHEET

The following table provides information regarding the important dates of the bid process:

#	Particular	Details
1.	RFP Inviting Authority	Gujarat Fibre Grid Network Limited(GFGNL),
2.	Job Requirement	RFP for the Selection of Agency for upgradation of existing and SITC of new telecom grade shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat.
3.	Date of Publication	13/05/2025
4.	Availability of RFP Document	The RFP document can be obtained on website. <a href="https://bharatnet.gujarat.gov.in/tenders">https://bharatnet.gujarat.gov.in/tenders</a> <a href="https://gfgnltender.nprocure.com">https://gfgnltender.nprocure.com</a> <a href="https://gil.gujarat.gov.in/">https://gil.gujarat.gov.in/</a>
5.	Name and address for communication, correspondence and seeking clarification regarding the RFP	To, Head /Director (T&I) Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar -382010 email id: <a href="mailto:ite-ho6@bharatnet.gujarat.gov.in">ite-ho6@bharatnet.gujarat.gov.in</a> , <a href="mailto:ite-ho5@bharatnet.gujarat.gov.in">ite-ho5@bharatnet.gujarat.gov.in</a> , <a href="mailto:ite-ho4@bharatnet.gujarat.gov.in">ite-ho4@bharatnet.gujarat.gov.in</a> , <a href="mailto:pmc@bharatnet.gujarat.gov.in">pmc@bharatnet.gujarat.gov.in</a> , <a href="mailto:pmc3@bharatnet.gujarat.gov.in">pmc3@bharatnet.gujarat.gov.in</a>
6.	Last date for receiving queries/clarifications	The last date of submission of pre-bid queries shall be 21/05/2025 at 11: 55 p.m. All the pre-bid queries should be received on or before the prescribed date and time, through only official email id with subject line as:  Pre-bid queries < Bidder's name> The queries should be submitted in an .xls Format as per the format prescribed in RFP document.
7.	Time, Date and Venue of Pre-Bid Conference	21/05/2025 at 04:00 pm  At Department of Science and Technology, Government of Gujarat/Gujarat Fibre Grid Network Limited (GFGNL)  DST Conference Room, Block No. 7, 5th Floor, New Sachivalaya, Gandhinagar-382010 Note: As the venue is within the sachivalaya (Secretariat offices) premises, an entry pass may be required. We kindly request you to arrive well in advance of the scheduled pre-bid meeting time to facilitate the necessary arrangements of obtaining the entry pass
8.	Date of response to Bidder Queries	Within 15 days from the date of pre-bid meeting. <b>Note:</b> <i>The Tenderer shall not be obligated to respond to any or all the queries. The Tenderer may, at its sole discretion, choose to</i>

RFP for selection of Agencies for Design, Supply, Installation, Testing, Commissioning and Transfer of Telecom Shelter across the state of Gujarat for BharatNet Phase III project on behalf of Gujarat Fibre Grid Network Limited(GFGNL), Department of Science & Technology, Government of Gujarat

#	Particular	Details
		<i>publish responses to the pre-bid queries and /or any corrigendum on Central Public Procurement portal <a href="https://gfgnltender.nprocure.com/">https://gfgnltender.nprocure.com/</a> or may send through email or any other means.</i>
9.	Last date for submission of Bid/proposal	<del>12/06/2025</del> <del>23/06/2025</del> 04/07/2025 at 06:10 pm
10.	Last date for submission of Bid/proposal (Physical copy excluding financial bid only if asked based on nature of RFP)	(Date of submission of online bid + 4 working Days)  <b>Address:</b> To, Head /Director (T&I) Gujarat Fibre Grid Network Limited Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar 382010  In event of particular ask of submitting physical copy then logical portion of the bid should be appropriate in the respective sealed cover for maintaining confidentiality.
11.	Bid Processing fee payable	Bidders shall submit, along with their bid, non-refundable bid processing fee of Rs. 15,000/- +GST 18% i.e., Rs. 17,700/- (Seventeen Thousand and Seven Hundred Rupees only) in the form of a DD on 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) payable in favor of "Gujarat Fibre Grid Network Limited"  <b>Note:</b> If bidder apply for two packages, then also tender fees = Rs. 15,000/- +GST 18% Extra i.e., Rs. 17,700/-
12.	Bid Security/ Earnest Money Deposit (EMD) Amount Payable	<del>Rs. 1,07,65,000/- (Rs. One Crore Seven Lakh Sixty-Five Thousands Only)</del> Rs 60,000,00 /- ( Rupees Sixty Lakhs Only) per package unconditional Bank Guarantee or Insurance Surety Bond in favor of "Gujarat Fibre Grid Network Limited" drawn payable at Ahmedabad/Gandhinagar <b>Details of the Bank:</b> Name of the Beneficiary: Gujarat Fibre Grid Network Limited Bank Name: HDFC Bank Ltd. Bank Account Number: 50200061 458239 IFSC code: HDFC0000190 MICR Code: 520011025 Branch Code: 000190 Branch Name: Sector 16, Gandhinagar Branch <b>Note:</b> <ul style="list-style-type: none"> <li>As per the GoG guideline, EMD should be in the form of BG as per the GoG GR No. FD/MSM/e-file/4/2023/4020/D.M.O. dated 11-03-2024 or latest regarding the Acceptance of Bank Guarantee as SD and EMD.</li> <li>DD/Pay orders are not accepted as EMD.</li> </ul>

RFP for selection of Agencies for Design, Supply, Installation, Testing, Commissioning and Transfer of Telecom Shelter across the state of Gujarat for BharatNet Phase III project on behalf of Gujarat Fibre Grid Network Limited(GFGNL), Department of Science & Technology, Government of Gujarat

#	Particular	Details
13.	Submission of Physical Copy i) Integrity Pact, ii) EMD, iii) RFP Document Fee and iv) Letter of Authorization(PoA)	(Date of submission of online bid + 4 working Days) for physical copy
14.	Address at which bids are to be submitted	Proposal shall be uploaded online in the format and mode as provided for in the Portal <a href="https://gfgnlntender.nprocure.com">https://gfgnlntender.nprocure.com</a> for this RFP in the system and shall be digitally signed by the authorized signatory of the Bidder.
15.	Opening of Qualification Bids	To be announced later
16.	Opening of Technical Bids	To be announced later
17.	Technical Presentation	To be announced later
18.	Method of Selection (Define)	L1 Based selection
19.	Date for the opening of financial bid for technically qualified bidders	To be announced later
20.	Contract Duration	Total 10 Years (including implementation period, defective liability period, AMC warranty support) from the date of assigning work order (with successful completion of handover to GFGNL BharatNet Phase-III PIA).
21.	Performance Bank Guarantee	Bidder shall submit Performance security deposit of 5% of Total Contract value per package for due and punctual performance of its obligations during contract period as per Gujarat Purchase Policy-2024 in the form of Bank Guarantee or Insurance Surety Bond from Nationalized Banks only drawn in favor of "Gujarat Fibre Grid Network Limited" payable at Gandhinagar/Ahmedabad as per the Gujarat government GR. No. FD/MSM/e-file/4/2023/4020/D.M.O. Dated 11-03-2024.

*Note: The above date, time and venue may be altered by GFGNL at its Sole discretion after giving prior notice to the Bidders, some of the information provided in the above Fact sheet is further elaborated in the subsequent sections of this RFP and the information provided in the sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.*

## SECTION-1 KEY INFORMATION & INSTRUCTIONS

### 1.1 Information Regarding RFP

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

- i. Bidder shall upload their bids on eProc-Suite (<https://gfgnltender.nprocure.com>)
- ii. The Bid Security in the form of EMD in a sealed envelope super scribed with the bid document number to GFGNL office.
- iii. Bids complete in all respects should be uploaded on or before the bid due date.
- iv. Technical bids will be opened in the presence of bidders' representatives who choose to attend on the specified date and time.
- v. In the event of the date specified for receipt and opening of bid being declared as a holiday for GFGNL office, the due date for submission of bids and opening of bids will be the next working day at the appointed time.
- vi. Services offered should be strictly as per requirements mentioned in this Bid document.
- vii. Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations and Bidder has to clarify with tenderer in pre-bid and in post corrigendum's.
- viii. EMD and Bid validity period shall consider as 180 days from last date of bid submission with claim period of over and above 45 days. In case of price validity beyond claim period, bidder need to submit BG with extendable period for price validity including claim period.
- ix. The duration of the Contract period for this activity will be valid for 10 Years (2 Years including one year defective liability period, As per Project timeline section) and 10 Years of AMC warranty support) from the date of assigning workorder (with successful completion of handover to GFGNL BharatNet Phase-III PIA).

### 1.2 Instruction to the Bidders for online bid submission

- i. Tender documents are available only in electronic format which Bidders can download free of cost from the website <https://bharatnet.gujarat.gov.in/> and <https://gfgnltender.nprocure.com>
- ii. The bids have been invited through e-tendering route, i.e., the eligibility criteria, technical and financial stages shall be submitted online on the website <https://gfgnltender.nprocure.com>
- iii. Bidders who wish to participate in this bid, will have to register on <https://gfgnltender.nprocure.com>, such Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can Sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- iv. Interested and eligible Bidders are required to upload the eligibility related document in eligibility bid section, Technical related document in technical bid section & Commercial Bid in Commercial



bid section. The Bids should be accompanied by a bid security (EMD) as specified in this tender document. The Technical & Commercial Bid must be uploaded to <https://gfgnl tender.nprocure.com> & the Bid Security must be delivered to the office of Gujarat Fibre Grid Network Limited on or before the last date and time of submission of the bid.

- v. The eligibility section and the Bid Security section will be opened on the specified date & time in presence of the Bidders or their authorized representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday for the office of Gujarat Fibre Grid Network Limited the due date for submission and opening of bids will be the following working day at the scheduled times.

### 1.3 Clarifications on the RFP

A prospective Bidder requiring any clarification on the RFP Document may submit its queries, via email only, to [ite-ho4@bharatnet.gujarat.gov.in](mailto:ite-ho4@bharatnet.gujarat.gov.in), [ite-ho5@bharatnet.gujarat.gov.in](mailto:ite-ho5@bharatnet.gujarat.gov.in), [ite-ho6@bharatnet.gujarat.gov.in](mailto:ite-ho6@bharatnet.gujarat.gov.in), [pmc@bharatnet.gujarat.gov.in](mailto:pmc@bharatnet.gujarat.gov.in) & [pmc3@bharatnet.gujarat.gov.in](mailto:pmc3@bharatnet.gujarat.gov.in) on or before the date of pre-bid meeting as mentioned in the RFP document. GFGNL will host a Pre-Bid meeting as mentioned for queries (if any) by prospective Bidders. GFGNL encourages prospective Bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. The queries should necessarily be submitted before pre-bid meeting date in the following softcopy format and **should be in Microsoft Excel only** (.xls or .xlsx formats):

Sr.	RFP Document Clause/ Section No.	Clause Title	Page No.	Content of the RFP Requiring Clarification	Clarification Sought

#### (No PDF or Scanned images)

Queries submitted post the above-mentioned deadline, or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the website mentioned in the necessary instructions and shall not be communicated through print media.

### 1.4 Naming Convention for files

The Bidders need to strictly follow the below mentioned File Nomenclature rules while uploading the documents in the bidding portal. For documents mentioned under Eligibility Criteria, the file naming should be: Eligibility\_Criteria\_[Document \_Name] For example:

- Eligibility\_Criteria\_Copy\_of\_Certification\_of\_Incorporation
- Eligibility\_Criteria\_PAN\_Card
- Eligibility\_Criteria\_GST Registration
- Eligibility\_Criteria\_Financial\_Statement\_Turnover
- Eligibility\_Criteria\_Financial\_Statement\_Networth
- Eligibility\_Criteria\_OEM\_PO Copy
- Eligibility\_Criteria\_OEM\_Undertaking Letter



RFP for selection of Agencies for Design, Supply, Installation, Testing, Commissioning and Transfer of Telecom Shelter across the state of Gujarat for BharatNet Phase III project on behalf of Gujarat Fibre Grid Network Limited(GFGNL), Department of Science & Technology, Government of Gujarat

- Eligibility\_Criteria\_Self\_Declaration\_Blacklisting
- Eligibility\_Criteria\_MAF
- Eligibility\_Criteria\_Balance sheet
- Eligibility\_Criteria\_IT Return

For the documents in Annexures, the file naming should be: Anx\_[S.no of Annexure]\_[Annexure Name]

For example:

- Anx\_I\_CoverLetter
- Anx\_II\_Bidder Information Sheet

In case of any large file (exceeding 3MB) which need to be split in two parts or more, the naming should be:

- Anx\_I\_CoverLetter\_Part\_1
- Anx\_I\_CoverLetter\_Part\_2

For any other file not covered under this, should be named appropriately as per its contents. All files should be in pdf formats and should not be password protected or encrypted. The files should not be zipped. Any other format of the file other than pdf shall not be considered as part of the submitted bid.

## SECTION-2 INTRODUCTION

### 2.1 Information and Objective of RFP

- a. Gujarat Fibre Grid Network Limited (GFGNL) is an SPV established under aegis of Department of Science & Technology (DST), Government of Gujarat to implement BharatNet Phase II Project. GFGNL already connected around 8000+ locations mainly comprising Gram Panchayat (GP) along with TC/DC/GIDC/Revenue Villages etc. GFGNL also started extending BharatNet connectivity from respective Gram Panchayat (GP) to various offices/Locations of GoG at the village level.
- b. GFGNL has implemented BharatNet Phase – II network in Gujarat in two different packages. Package – A has three islands in Rest of Gujarat and Package – B has one island in Saurashtra region. Package – A has 12 districts & Package – B has 10 districts. Further, both the packages are divided into two zones. Package A has two zones i.e., Vadodara zone & Surat zone and Package B has two zones i.e., Ahmedabad zone & Rajkot zone. Bidders are also requested to get the technical information about the network implemented by GFGNL by referring to the RFP (Request for Proposal (RFP) for Selection of Project Implementing Agency for BharatNet Phase-II project in the State of Gujarat under Gujarat Fibre Grid Network Limited). GFGNL's existing Bharatnet Phase-II network comprises of the various technology equipment including GPON, DWDM, OTN, Ethernet, RFMS etc. GFGNL has installed telecom grade shelters and already completed shifting the OLT and other transport devices from BSNL exchange to their own shelters for Phase-II network.
- c. GFGNL is also extending the connectivity from GP to various government offices by extending GSWAN service & also providing connectivity to private households at villages through Partners.
- d. To maintain high network uptime and monitor the resources installed at shelter remotely, the Bidder must do upgradation of existing shelters for BharatNet. The existing shelters of Phase-II are 410 in numbers and distributions in packages are given as under:

Sr. No.	Description	Package A (Rest of Gujarat)	Package B (Saurashtra)	Total (BharatNet Phase-II)
01	Shelter Qty	231	179	410

- e. Similarly, the additional proposed shelter during the amendment BharatNet Program Phase-III will be as under,

Sr. No.	Description	Package A	Package B	Total
01	Shelter Qty	147	133	280

However, these quantities are indicative and may vary based on the site clearance and feasibility of the ABP Phase-III network.

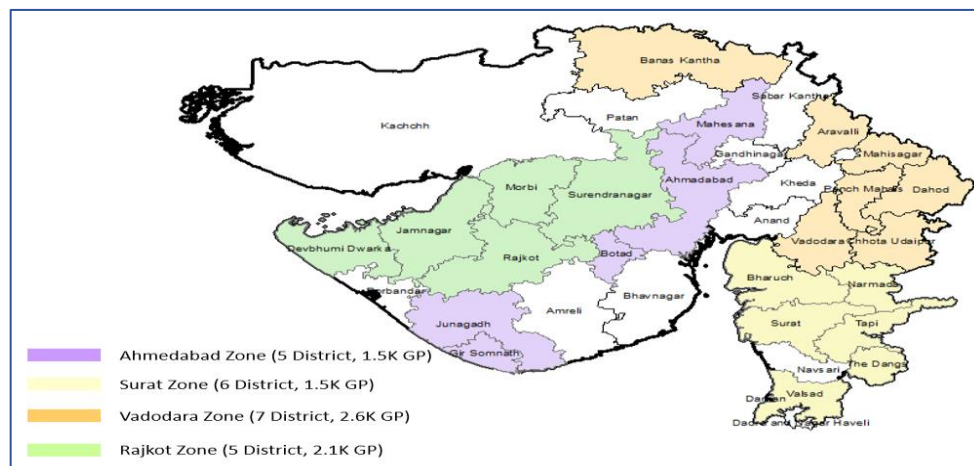
- f. Furthermore, GFGNL is already initiated the project of BharatNet Amended Program for Phase-III, a transformative initiative aimed at revolutionizing rural connectivity and strengthening digital inclusivity. This comprehensive project encompasses the integration, expansion, and technological

upgrade of BharatNet Phase-I and Phase-II networks, laying the foundation for a robust broadband infrastructure. The project endeavors to connect approx. additional ~4,400 more villages over and above the existing rural connectivity, empowering rural communities through enhanced digital services. Leveraging IP-MPLS technology, ring topology, and strategic network design, the upgraded BharatNet Network is poised to bridge the digital divide, drive socio-economic development, and propel Gujarat into a new era of digital empowerment. The 'BharatNet Phase-III Program' in Gujarat is a transformative initiative aimed at bolstering digital infrastructure and digital connectivity throughout the state. The project's comprehensive approach, covering rural areas, is aligned with the national agenda of Digital India, fostering economic development, technological upgradation, and improved operational efficiency. The Gram Panchayats (GPs) to be connected under BharatNet Phase-III has been divided into two packages, each containing a group of GPs for convenience of implementation. As part of the scope 14,000+ GPs spread over 33 districts.

- g. The 'BharatNet Phase-III Program' in Gujarat is a transformative initiative aimed at bolstering digital infrastructure and digital connectivity throughout the state of Gujarat. The project's comprehensive approach, covering rural areas, is aligned with the national agenda of Digital India, fostering economic development, technological upgradation, and improved operational efficiency.
- h. District wise existing scope for Phase-I(i.e., BSNL POI, where nearby new shelter need to develop) and Phase-II existing industrial grade Shelter details are available in Annexure-XIV.
- i. The project implementation shall be spread over across following districts as part of scope of BharatNet phase II:

Name of the Districts	
Ahmedabad	Botad
Dahod	Dwarka (Devbhoomi Dwarka)
Godhara (Panch-mahal )	Jamnagar
Junagadh	Lunawada (Mahisagar)
Modasa (Aravalli)	Morbi
Palanpur ( Banas Kantha)	Rajkot
Rajpipla (Narmada)	Surat
Surendranagar	Valsad
Vadodara	Veraval (Gir- Somnath)
Vyara (Tapi)	Dang

j. Existing BharatNet Phase-I & II coverage:



**Note** – Mentioned GP counts are approximate numbers, white color marked districts are of BharatNet Phase-I and BharatNet Phase-II districts are divided into four zones marked on above map.

k. Furthermore, Under the Amendment BharatNet Program(BharatNet Phase-III) **Proposed BharatNet Phase-III Zones on Gujarat Map:**



For contiguous geography and integration of Phase-I districts, Gujarat will distribute in 6 x zones (Ahmedabad, Gandhinagar, Surat, Vadodara, Rajkot, Bhavnagar)

New Package-A comprises of Gandhinagar, Vadodara and Surat Zones.

New Package-B comprises of Ahmedabad, Rajkot and Bhavnagar Zones.

Package	Zone	Districts	Blocks	Gram Panchayats
Package-B	Ahmedabad	4	38	2113
	Bhavnagar	5	40	2271
	Rajkot	6	39	2399
Package-A	Gandhinagar	5	42	2634
	Surat	7	45	2491
	Vadodara	6	45	2746
<b>Grand Total</b>		<b>33</b>	<b>249</b>	<b>14654</b>

- I. GFGNL is already released the RFP for BharatNet Phase-III, and in process of selection of Project Implementing Agencies (PIA) for both the packages for implementing the entire project on Engineering Procurement and Construction (EPC) basis. The PIA's shall be responsible for "Survey, Design & Planning, Supply, Installation, testing and commissioning of OFC (Underground and Aerial) GPON Network with equipment's, also future planning of IP-MPLS and network upgradation including end to end integration and also, to undertake the responsibility for Operations & Maintenance (O&M) and facilitating service provisioning of the established network from the date of Go Live on turnkey basis.
- m. GFGNL intends to establish efficient Infrastructure, based on earlier lesson learned from the BharatNet Phase-II project, to install Telecom grade network infrastructure at various blocks/Talukas in respective districts of Gujarat to extend the connectivity at GPs. As a part of Infrastructure, GFGNL is seeking to install standard telecom grade porta cabin/Shelter with infrastructure for installation & commissioning of various Network equipment's like IP-MPLS, Routers, GPON, DWDM, RFMS etc. in rack and FDMS rack for termination of fibre cables. Selected bidder will have to do design, SITC and transfer of Infrastructure including ACDB (AC distribution box), AC, SMPS, battery bank and earthing strips & pits, Fencing with Gate, Servo Stabilizer, D.C. Fan/FCU, CCTV, Solar at various Govt. premises at Blocks/Talukas to address the requirements mentions in this RFP and handover to GFGNL's authorized agency for O&M.
- n. Bidder are requested to please go through the tender(<https://bharatnet.gujarat.gov.in/tenders>) for additional information on existing infrastructure and BharatNet amendment program(Bharat Phase-III) RFP details.

## **SECTION-3 QUALIFICATION CRITERIA**

### **3.1 Eligibility Criteria**

- i. Following are the common criteria for eligibility for submitting bids in the tender per package (total two, i.e., Package A & B). However, the Bid Security shall be submitted for the purpose of tender evaluation. Accordingly, financial bids are to be submitted separately against each package for which bids are submitted.
- ii. In the event of disqualification due to conflict of interest, GFGNL shall be entitled to blacklist the Bidder from participation in the tendering process for GoG/DST/GFGNL the work of Ministry of Communications / Department of Telecom / any public sector undertaking engaged in Telecom and any work under other state Sponsored Schemes for a period of one year from the bid submission date and/or forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by GFGNL and not by way of penalty for, inter alia, the time, cost and effort of GFGNL, including consideration of such Bidder's proposal (the "Damages") without prejudice to any other right or remedy that may be available to GFGNL under the Bidding Documents or otherwise. Without limiting the generality of the above and because of interlinkages of SLA and responsibility, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - A constituent of the GFGNL ABP Phase-III RFP's cross packages sole/lead/any of the consortium member/s or
  - A constituent of the GFGNL Central NOC RFP or
  - Such Bidder has the same authorized representative for purposes of this Bid as any other Bidder for the same Package of GFGNL ABP Bharatnet Ph-III RFP or
  - For the same Package, such Bidder, or any Associate thereof has participated as a consultant to GFGNL in the preparation of any documents, design or technical specifications of the Package.



Sr. No	Description	Eligibility Criteria	Supporting Documents to be furnished												
1.	Legal Entity	<p><b>1.1</b> The bidder should be registered under the Companies Act 1956/2013 in India or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008/1932 at the time of the bidding submission date.</p> <p><b>1.2</b> The bidder should have a registered number of, GST, Income Tax / Pan number.</p> <p><b>1.3</b> The bidder should be in operation in India for a period of at least 5 years as on publication of this tender.</p>	<p>a) Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder or A copy of the partnership deed/ instrument of partnership or a Copy of LLP agreement or Registration certificate.</p> <p>b) Copy of PAN card.</p> <p>c) Copy of GST registration.</p>												
2.	Company TurnOver	<p>The bidder should have average annual turnover of at least as per below matrix from the business of Telecom industry grade standardized Shelter business/deployment in the last three (3) audited financial years (i.e., FY 2021-22, FY 2022-23 and FY 2023-24 ) or FY 2022-23, FY 2023-24 and FY 2024-25(non-audited) )</p> <table><tr><th>Sr No.</th><th>Bid for Single Package</th><th>Bid for two Packages</th></tr><tr><td>4</td><td>11 Cr</td><td>20 Cr</td></tr></table> <table><tr><th>Sr No.</th><th>Bid for Single Package</th><th>Bid for two Packages</th></tr><tr><td>1</td><td>9 Cr</td><td>17 Cr</td></tr></table> <p><b>Note:</b> Turnover considered would be a consolidated turnover of the company i.e. A parent Company can use the turnover of its subsidiaries (more than 50% holding) but a child company cannot use parent company's turnover. However, both the company should have same domain experience and both incorporated, registered, and established in a country not sharing a land border with India</p>	Sr No.	Bid for Single Package	Bid for two Packages	4	11 Cr	20 Cr	Sr No.	Bid for Single Package	Bid for two Packages	1	9 Cr	17 Cr	<p><b>For Annual Turnover:</b></p> <p>a) Copy of audited Balance Sheet, audited Profit &amp; Loss statements for each of the last 3 financial years</p> <p>b) Copy of Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover for each of the last 3 audited financial years, i.e. ( FY 2021-22, FY 2022-23, and FY 2023-24 ) or last three(3) financial years (i.e., FY 2022-23, FY 2023-24 and provisional certificate of FY 2024-25(non-audited))</p> <p>For MSE under the Official Memorandum(20th September 2016 &amp; 27th January 2022), 50% relaxation under asked turnover is eligible .</p> <ul style="list-style-type: none"><li>MSE (Micro &amp; Small Enterprise) bidders are exempted from 50% of company turnover provided they submit current and valid Udyam Registration Certificate (URC)/ NSIC (National Small Industries Corporation) /CSPO issued</li></ul>
Sr No.	Bid for Single Package	Bid for two Packages													
4	11 Cr	20 Cr													
Sr No.	Bid for Single Package	Bid for two Packages													
1	9 Cr	17 Cr													

Sr. No	Description	Eligibility Criteria	Supporting Documents to be furnished												
			from the Ministry of MSME registered under Udyam Registration to avail the benefits under the policy.												
3.	Positive Network	The bidder should have positive net worth in last three financial year (i.e., FY 2021-22, FY 2022-23 and FY 2023-24)	<b>For Positive net worth:</b> a) Certificate from the Statutory Auditor on net worth (i.e. FY 2021-22, FY 2022-23, and FY 2023-24)												
4.	Experience	<div>Bidder should have relevant experience of executing below mentioned project for State / Central Government / PSU /SPV/BFSI in India over last 8 years as on bid submission date:</div> <table><tr><th>Project (with maximum two (2) organizations in last 8 years)</th><th>One Package</th><th>Both the Package</th></tr><tr><td>One similar completed work Project not less than</td><td>Rs 16 Cr or 112 Shelters</td><td>Rs 26 Cr or 180 Shelters</td></tr><tr><td>Or Two similar completed work Project not less than</td><td>Rs 9.8 Cr each Or 70 Shelters</td><td>Rs 16 Cr each Or 112 Shelters</td></tr><tr><td>Or Three similar completed work Project not less than</td><td>Rs 7.8 Cr Or 56 shelters</td><td>Rs 12.5 Cr Or 90 shelters</td></tr></table>	Project (with maximum two (2) organizations in last 8 years)	One Package	Both the Package	One similar completed work Project not less than	Rs 16 Cr or 112 Shelters	Rs 26 Cr or 180 Shelters	Or Two similar completed work Project not less than	Rs 9.8 Cr each Or 70 Shelters	Rs 16 Cr each Or 112 Shelters	Or Three similar completed work Project not less than	Rs 7.8 Cr Or 56 shelters	Rs 12.5 Cr Or 90 shelters	<b>For completed projects</b> WO copy with any of one document as legitimate evidence for claimed experience from client.  i) Successful Go-live Certificate, Or ii) Successful Acceptance Test Report, Or iii) Successful Work completion Certificate Any of this with satisfactory performance & functionalities implemented may be mentioned separately as a performance certificate from the client.  <b>For ongoing projects</b> WO copy contract copy with any one of document as legitimate evidence for claimed experience from client clearly stating the deliverables and equipment , i) Successful Go-live Certificate, Or ii) Successful Acceptance Test Report, Or iii) Successful Work Experience Certificate
Project (with maximum two (2) organizations in last 8 years)	One Package	Both the Package													
One similar completed work Project not less than	Rs 16 Cr or 112 Shelters	Rs 26 Cr or 180 Shelters													
Or Two similar completed work Project not less than	Rs 9.8 Cr each Or 70 Shelters	Rs 16 Cr each Or 112 Shelters													
Or Three similar completed work Project not less than	Rs 7.8 Cr Or 56 shelters	Rs 12.5 Cr Or 90 shelters													



Sr. No	Description	Eligibility Criteria	Supporting Documents to be furnished												
		<table><tr><th>Project (with maximum two (2) organizations in last 8 years)</th><th>One Package</th><th>Both the Package</th></tr><tr><td>One similar completed work Project not less than</td><td>Rs 15 Cr or 112 Shelters</td><td>Rs 24 Cr or 180 Shelters</td></tr><tr><td>Or Two similar completed work Project not less than</td><td>Rs 9.5 Cr each Or 70 Shelters</td><td>Rs 15 Cr each Or 112 Shelters</td></tr><tr><td>Or Three similar completed work Project not less than</td><td>Rs 7.5 Cr Or 56 shelters</td><td>Rs 12 Cr Or 90 shelters</td></tr></table> <p>Definition of Similar Project: SITC or maintenance of IT/telecom Infra/Non-IT Infra such as Shelters /porta cabin to telecom/IP infrastructure provider/Tower Shelter, electrical work, Civil work related with Telecom/IT Site etc.</p> <p><b>For completed projects</b></p> <ul style="list-style-type: none"><li>If WO date is older than Eight (8) years from bid released date(excluding bid released date), then work completion certificate must not be older than 7 years from bid released date.</li><li>If WO date &amp; Work completion date falls within Eight (8) years from bid released date(excluding bid released date), it is ok.</li></ul> <p><b>For ongoing projects</b></p> <ul style="list-style-type: none"><li>WO date must be earlier than one (1) year from bid released date(excluding bid released date).</li></ul> <p><b>Note 1:</b> The technical experience (on active elements only) for work executed in foreign</p>	Project (with maximum two (2) organizations in last 8 years)	One Package	Both the Package	One similar completed work Project not less than	Rs 15 Cr or 112 Shelters	Rs 24 Cr or 180 Shelters	Or Two similar completed work Project not less than	Rs 9.5 Cr each Or 70 Shelters	Rs 15 Cr each Or 112 Shelters	Or Three similar completed work Project not less than	Rs 7.5 Cr Or 56 shelters	Rs 12 Cr Or 90 shelters	<p>Performance certificate from end client mentioning satisfactory performance &amp; functionalities implemented by the bidder with minimum 50% of SITC work has been accomplished from the client.</p> <ul style="list-style-type: none"><li>The client's name with authorized contact person name, reachable postal address, official email id and telephone numbers are must for official verification.</li><li>Any misleading/fake information shall result into disqualification of bid with forfeiture of EMD and will be debarred for further participation in any of the GFGNL bid.</li></ul> <p>For MSE under the Official Memorandum(20th September 2016 &amp; 27th January 2022), 50% relaxation under asked Experience is eligible .</p> <ul style="list-style-type: none"><li>MSE (Micro &amp; Small Enterprise) bidders are exempted from 50% of experience asked provided they submit current and valid Udyam Registration Certificate (URC)/ NSIC (National Small Industries Corporation) / CSPO issued from the Ministry of MSME registered under Udyam Registration to avail the benefits under the policy.</li></ul>
Project (with maximum two (2) organizations in last 8 years)	One Package	Both the Package													
One similar completed work Project not less than	Rs 15 Cr or 112 Shelters	Rs 24 Cr or 180 Shelters													
Or Two similar completed work Project not less than	Rs 9.5 Cr each Or 70 Shelters	Rs 15 Cr each Or 112 Shelters													
Or Three similar completed work Project not less than	Rs 7.5 Cr Or 56 shelters	Rs 12 Cr Or 90 shelters													

Sr. No	Description	Eligibility Criteria	Supporting Documents to be furnished
		countries for TSPs or Government shall also be considered.	
5.	MAF	<p>The Bidder should submit valid letter from each of the OEM (maximum two(2) OEM for each component) - confirming the following: OEM shall ensure that all equipment/components/sub-components being supplied by them shall be supported for entire contract period. If the same is de-supported by the OEM for any reason whatsoever, The Bidder shall replace it with an equivalent or better substitute that is acceptable to Tenderer without any additional cost to the Tenderer and without impacting the performance of the solution in any manner whatsoever. In case replacement with a product from an OEM other than the OEMs proposed by the bidder prior approval from GFGNL will be required.</p> <p><b>Note:</b> Maximum two MAF are allowed. clearly mentioning the Primary MAF and Secondary MAF. The bidder has no choice to shift the secondary MAF to Primary MAF in any conditions.</p>	<p>Documentary evidence such as Authorization letters, MAF (Annexure VII) from all OEM/Vendors whose products are being quoted by the Bidder need to be attached in the bid.</p> <p><del>Copy of valid Mandatory Testing and Certification of Telecommunication Equipment(MTCTE)/ Type Approval Certificate or copy of Application for fresh MTCTE/TAC/TSEC as applicable from each OEM whose products are being quoted by the Bidder.</del></p> <p>Quoted product like SMPS and Battery should have TEC/TSEC or bidders may also submit copy of previous TSEC of any SMPS, any Battery to meet the eligibility Or OEM self-undertaking to certifying that supplied items are TEC /TSEC complied for submitting the bid only. However, the PIA/ OEM shall submit the valid TSEC as per the Technical Specifications in this RFP, before supply/installation of the product.</p> <p>MAF is required for each of the components, i.e., shelter, air conditioner, SMPS, rectifier, Battery bank, CCTV, solar, NVR, servo stabilizer, FCU and all other equipments quoted in this RFP.</p>

Sr. No	Description	Eligibility Criteria	Supporting Documents to be furnished
6.	Make In India Policy (MII) and Land Border	The bidder(sole or lead & consortium members) shall not be allowed for purchase of active and passive equipment's, and services of security, validation & functional tests devices, ground machinery for execution like HDD machines, excavators, manpower, sub-contract to contractors and other resources of proposed solution from a country which shares a land border with India unless such is registered with Competent Authority as per OM No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Gol and should be in compliance with make in India policy (guidelines of Gol issued vide No. P-45021/2/2017-PP(B.E.-II) dated 16th September, 2020, No. P-45021/102/2019-BE-II- (part(I) (E-50310) dated 04.03.2021 and Department of Telecommunications Gazette notification dated 29th August 2018, 21st October 2024 along with instructions as amended from time to time by Govt. of India) for promoting domestic manufactures.	Self-certification from bidder and OEMs on Non-Judicial stamp of Rs. 300/- in the prescribed format (Annexure – XI), separately.
7.	Mandatory Undertaking	The Sole, and any of the consortium members & OEM should: <b>7.1</b> Not have been blacklisted/debarred/terminated by Ministry of Communication or GFGNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE)/ MoF dated on 2nd Nov 2021/ Central Government / Any State Government / SPV/ Urban Local Body (ULB) /SmartCity / Supreme Court of India / Any government / PSU in India as on the date of bid submission." <b>7.2</b> Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities	An undertaking signed by CEO/ Country Head/ Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public (in format (Annexure – IV) separately.

Sr. No	Description	Eligibility Criteria	Supporting Documents to be furnished
		<p>suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p><b>7.3</b> The Bidder should have at least one office in Gujarat and preferably support centers /logistics for the entire state. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 45 days from the date of issue of work order if he is awarded the work.</p> <p><b>7.4</b> Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.</p> <p><b>7.5</b> There must not be any criminal case booked by any Government authority against the bidder in any court in last 5 years as on bid submission date</p>	
8.	Certification	<p>The bidder should have atleast one certificates from following valid as on bid submission date,</p> <ul style="list-style-type: none"> <li>i) ISO 9001:2015,</li> <li>ii) RoHS,</li> <li>iii) IS 13252 certification,</li> <li>iv) ISO 27001 for Information Security Management Systems.</li> </ul>	Copies of valid certificates in the name of the bidding entity
9.	Bharatnet Project	If a bidder has been declared as non-performer in any Digital Bharat Nidhi (DBN) project(s) such as BharatNet Project and 4G saturation project, on the bid submission date, such bidder shall stand not eligible to submit the bid for this tender.	A Self-declaration with company stamp by the bidder for not being declared as non-performer in any Digital Bharat Nidhi (DBN) project(s), as per the clause.

**Note:**

- i. The eligibility criteria mentioned in above table are applicable to both package/s-A & B.
- ii. The Bidder may quote two MAF clearly **stating primary MAF and secondary MAF**. It is binding

on the bidder to supply quoted products from primary MAF only. The purpose of secondary MAF is backup arrangement can be exercised upon written request from PIA in following circumstances only.

- Insolvency
- Force-majure

The any other reason for change request will not be admissible.

- a. The PIA may misuse the above provision and may have financial interest for change request. Therefore, and to discourage casual intend a special provision is made herewith that the change request is to be made with demand draft of Rs. 10Lakhs in the name of " Gujarat Fibre Grid Network Limited"/DBN/CCA-Gujarat and 2% of penalty will be deducted on the discovered capex rates under this RFP.
- b. Bidders who have submitted the valid EMD and other eligibility documents, like tender fee, integrity pact, EMD, Letter of Authorization (power of attorney), shall be considered for further evaluation. If bidders fail to submit the bid security other eligibility documents as per this RFP document, the Bid shall be out rightly rejected.
- c. The Bidder must attach valid documents in support to their capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- d. Technical evaluation will be done only for those bidders who have been found to be in compliance with the Eligibility criteria. The Technical Evaluation Committee based on technical evaluation framework mentioned shall evaluate each proposal and allot technical score as per the technical criteria.
- e. ~~All the tender items e.g. Porta cabin, SMPS Battery, Servo Stabilizers should have valid Type Approval Certificate (TAC) from Telecom Engineering Centre (TEC), New Delhi or Technical Specification Evaluation Certificate (TSEC) from Quality Assurance Circle, BSNL, Bengaluru, against the respective technical specifications of this RFP. In case any of the quoted models does not have TAC/ TSEC then it should be applied for TSEC to Quality Assurance Circle, BSNL, Bengaluru or to TEC, New Delhi for the model against the technical specifications, at least one day before the bid submission date. The registration number allotted for the TSEC purpose by Quality Assurance Circle, BSNL, Bengaluru or for TAC purpose by TEC, New Delhi shall be submitted along with the bid. However, only type approved /TSEC approved products as per above specifications shall be accepted which shall have to be obtained before issuing Work Order by the Tenderer before supply.~~
- f. The Bidder shall bear all costs associated with the preparation and submission of the Bid. The TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- g. Cost of tender document (Tender fee, if applicable) is non-refundable and cannot be exempted in any condition.
- h. In case of non-receipt of EMD within stipulated timeline, the bid will be rejected by GFGNL/Dept. of Science & Technology as non-responsive.

**iii. Micro, Small &Medium Enterprises Development Act**

- i. MSE (Micro & Small Enterprise) bidders are exempted from payment of tender Fee provided they submit current and valid Udyam Registration Certificate (URC) issued from the Ministry of MSME,

NSIC (National Small Industries Corporation) and CSPO. Udyam Registration Certificate (URC), NSIC (National Small Industries Corporation) and CSPO submitted by MSE bidder in their online bid for claiming exemption from tender fee, must be current & valid on the date of opening of technical bid part. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. In case of bid by a Consortium (if applicable), all the members of the Consortium should be MSE to avail the exemption from payment of tender Fee, all members have to submit their NSIC (National Small Industries Corporation) and CSPO. Kindly note that Medium Scale Units are not eligible for exemptions from EMD.

- j. Firms taking exemption under MSME shall have to produce the certificate mentioning they are registered for manufacturing telecom grade shelter infrastructure like, Shelter along with AC, Power plant, battery, Servo Stabilizer, D.C. Fan/FCU, CCTV and Solar than only MSME exemption shall be accepted.

#### **iv. Make In India:**

- a. In accordance to guidelines of GoI issued vide No. P-45021/2/2017-PP(B.E.-II) dated 16th September, 2020, No. P-45021/102/2019-BE-II- (part(I)) (E-50310) dated 04.03.2021 and Department of Telecommunications Gazette notification dated 29<sup>th</sup> August 2018 along with instructions as amended from time to time by Govt. of India, in order to encourage make in India and promote manufacturing and production of goods and services in India, preference will be given to domestically manufactured equipment envisaged to be procured through this tender. A copy of the aforesaid Notifications/Guidelines/ Amendments can be downloaded from Department of Promotion of Industry and Internal Trade website i.e. URL [www.dipp.gov.in](http://www.dipp.gov.in). Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender document.
- b. As per aforementioned guidelines there shall be three categories for manufacturers/ suppliers:
  - i. Class-I Local Supplier: A supplier or service provider whose goods, services or works offered for procurement meets minimum 'Local Content' of 50%.
  - ii. Class-II Local Supplier: A supplier or service provider whose goods, services and works offered for procurement meets minimum 'Local Content' of 20% but less than 50%.
  - iii. Non-Local Supplier: A supplier or service provider whose goods, services and works offered for procurement has 'Local Content' less than 20%.
- c. The Local Content shall mean the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. DPIIT letter dated 16.09.2020 & 04.03.2021 shall be referred for calculation of Local Content of bid.
- d. It is mandatory for the bidder to submit a self-certification as per proforma in Annexure(Part-A) and an undertaking in Annexure (Part-B), along with the bid that the items (Excluding Services (I&C) and AMC value) offered as package in this tender meets the minimum local content and shall give details of the locations at which the local value addition is made. In addition, such bidder is also required to provide a certificate from the statutory auditor or cost auditor of the company giving the percentage of local content in accordance to DPIIT letter dated 16.09.2020



& 04.03.2021. Furnishing of false information on this account shall attract penal provisions as per the Guidelines/Notification. Bidders may note that whereas GFGNL may at its discretion choose to randomly verify any of the documents submitted towards fulfilment of claims of PMI under this clause, it is under no obligation to verify the self-declaration of bidder and/or certificate of Chartered Accountant/Cost Accountant regarding the bidder meeting the criteria to be eligible for class I / class II status in this tender. Mere acceptance of the documents furnished by the bidder as part of the bid by GFGNL in this regard shall not amount to endorsement of their content by GFGNL, and consequences of false declarations if any, discovered at any stage before or after award of work shall completely fall on the bidder.

- e. All instructions/ amendments on the subject of PMI issued by DPIIT or any other department of Government of India, up to the date of bid shall be applicable for this tender, and bidders claiming any benefits under subject provisions must ensure full compliance by furnishing the necessary documents, beyond the list of documents mentioned in this tender.

### 3.2 Technical Qualification Criteria

- a) The bidder(s) has to submit the valid documents for claiming the score including corresponding formula.
- b) "A" rank stand for 100% weightage to be considered for scoring in below evaluation table. Subsequently, "B" rank stands for 75% weightage and "C" rank stands for 60% weightage.
- c) Bidder to provide documentary proof for each participated package separately in envelope at the time of bid submission date.

S/N	Criteria	Evaluation Criteria Details (for each Package)	Documentary Proof	Max. Marks
1	Experience Capability	<p>Bidder Should have executed with Supply, Installation, Testing, Commissioning (SITC) or O&amp;M experience with atleast following shelters counts in last 8 Years from the date of bid publish with Civil, Electrical, Air conditioners, Power plant and battery banks works.</p> <p>A- &gt;=200 Numbers</p> <p>B- &gt;=150 to &lt;200 Numbers</p> <p>C- &gt;=110 to &lt;150 Numbers</p> <p><b>Note:</b> For MSE 50% relaxation</p>	<ul style="list-style-type: none"> <li>Bidder has to submit the end client PO/WO with satisfactory completion certificate with deliverable (by mentioning minimum porta cabin shelter, civil activities, electrical utilities, power plant - Battery banks, air conditioners, etc.) and counts of shelter.</li> </ul>	10
2	Clientele Base	<p><del>Total Number Of Customer base served:</del> Total number of customer base experience on Telecom grade shelter (including Civil, Electrical, Air conditioners, Power plant and battery banks works) with Supply, Installation, Testing, Commissioning (SITC) in last Eight (8) years from the date of bid publish date.</p> <p><b>Note:</b></p> <p>A. Top 2 rank</p> <p>B. Top 3 to 5 rank</p> <p>C. For remaining rank</p>	<p><del>Bidder has to submit the end client PO/WO with satisfactory completion certificate with deliverable (by mentioning minimum portacabin Shelter, civil activities, electrical utilities, power plant - Battery banks, air conditioners, etc.) and counts of shelter.</del></p>	10
3	Offered product portfolio	<p>Quality products / components (Telecom grade Shelter, Battery Bank, Servo Stabilizer CCTV, Fire Suppression System, SMPS, Rectifier as part of this RFP scope)</p> <ul style="list-style-type: none"> <li>Supplied quantities in past 5 years from the bid submission date (15 score)</li> </ul> <p><b>Note:</b> The score will be defined based on percentile and this rollout commitment shall be the prime essence of the contract. This commitment may serve as the primary consideration.</p>	<ul style="list-style-type: none"> <li>The comparative ranking among all the bid participants will be considered for each of the parameters.</li> <li>Delivery Challan/PO/WO Copy</li> <li>Faster repair &amp; return commitment</li> </ul>	25



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

S/N	Criteria	Evaluation Criteria Details (for each Package)	Documentary Proof	Max. Marks
		<ul style="list-style-type: none"> <li>Repair &amp; return commitment for active components (10 score)               <ul style="list-style-type: none"> <li>A. &lt;= 48 Hours</li> <li>B. &gt;48 Hours to &lt;= 72 Hours</li> <li>C. &gt;72 Hours to &lt;= 96 Hours</li> </ul> </li> </ul>	basis on company letter head	
4	Network Uptime Commitment	Commitment on Minimum Up-time for all shelter components including power protection and shelter during entire contract duration: <b>A</b> >= 99.5% <b>B</b> >=99.25 % to <99.5% <b>C</b> >=99% to <99.25 %	<ul style="list-style-type: none"> <li>Bidder has to submit the Self declaration with company stamp on their company letter with authorized signatory</li> <li>Legitimate undertaking as part of revision in the contract for penalty calculation</li> <li>Anyone proof of previous project on achievement of Uptime and MTTR for quarterly basis as a past performance</li> </ul>	15 20
5	Early Roll-out commitment	Bidder can showcase their expertise and give revise milestone for early rollout of the project, by defining following, <ul style="list-style-type: none"> <li>Confirmation on above the define lot size, and</li> <li>Delivery timelines</li> </ul> <p><b>Note:</b> The score will be defined based on percentile and this rollout commitment shall be the prime essence of the contract. This commitment may serve as the primary consideration.</p>	<ul style="list-style-type: none"> <li>For record purpose, commitment calculation will be based on the following formula                Commitment = &gt; (Size of the lot/ Delivery Timelines).                * Bidder has to submit the Self declaration with company stamp on their company letter with authorized signatory</li> </ul>	25

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

S/N	Criteria	Evaluation Criteria Details (for each Package)	Documentary Proof	Max. Marks
6	Additional Offering	<p><b>Additional Offering</b> over and above the ask of RFP without additional charges to GFGNL. For example below but not limited to,</p> <p>i) Shelter safety and security.  ii) Automation and Remote Monitoring with best emerging technologies.  iii) Assurance of high quality specifications.  iv) Branding and Monetization commitment.  v) Any other significant creative offering</p> <p><b>Note:</b>  On fulfillment of above offering,  A. Any 4 offering out of 5  B. Any 3 offering out of 5  C. Any 2 offering out of 5</p> <p>Marking will be given based on percentile of highest commitment from the bidder. This will be part of the contract and deliverables. Same shall be diligently applied in WO/Agreement</p>	<ul style="list-style-type: none"> <li>Bidder has to submit the Self declaration with company stamp on their company letter with authorized signatory</li> </ul>	15 20
<b>Total Marks</b>				100

Minimum absolute score to qualify for commercial evaluation is 75 marks out of total 100 marks.

**Note:**

**i) Illustration:**

Evaluation Criteria Details (for each Package)	Documentary Proof	Maximum Marks
<p>Bidder Should have executed with Supply, Installation, Testing, Commissioning (SITC) or O&amp;M experience with atleast following shelters counts in last 5 Years from the date of bid publish with Civil, Electrical, Air conditioners, Power plant and battery banks works.</p> <p><b>A- &gt;=200 Numbers</b>  <b>B- &gt;=150 to &lt;200 Numbers</b>  <b>C- &gt;=110 to &lt;150 Numbers</b></p>	<p>Bidder has to submit the end client PO/WO with satisfactory completion certificate with deliverable (by mentioning minimum porta cabin shelter, civil activities, electrical utilities, power plant -Battery banks, air conditioners, etc.) and counts of shelter.</p>	15

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

If bidder has submitted the end client PO/WO with satisfactory completion certificate with deliverable (by mentioning minimum portacabin shelter, civil activities, electrical utilities, power plant -Battery banks, air conditioners, etc.) and counts 150 of shelters,

Then,

Bidder will get “B” rank and will get score of 11.25 (i.e., 75% of 15 score). The score will be rounded off till maximum two decimal value.

Document submitted during bid evaluation process including the details covered above in “Technical Qualification Criteria” section during technical evaluation is binding to bidder and will be part of final Work order/agreement.

## SECTION-4 SCOPE OF WORK

- a) GFGNL site offices are located at District, Taluka, Gram Panchayat. GFGNL. Shelter covering the widespread area of Gujarat for network connectivity, where this telecom industrial grade shelters are the critical sites for GFGNL.
- b) The overall scope is divided into two different parts,
  - i. **Developing new Shelters:** Selected bidder has to create new telecom grade shelter with upgraded infrastructure for the sites covered in BharatNet Amendment Program (ABP-BharatNet Phase-III). Where, BharatNet Amendment Program intends to merge and upgrade both Phase-I and Phase-II of the BharatNet Program (covering approximately 14,654 GPs across 33 districts of Gujarat), as well as expanding it to connect the remaining Gram Panchayats (GPs) and villages. The initial scope for developing new telecom grade standard shelter is ~280, however, it may vary based on the geo-graphical, technical as well as socio economic feasibility on field. The bidder will be responsible for providing onsite comprehensive warranty for it's active and passive equipments during entire 10 years of contract duration and handover to BharatNet Ph-III selected PIA.
  - ii. **Existing Shelter of BharatNet Phase-II Infrastructure Upgradation:** As mentioned, GFGNL has already developed ~410 telecom grade Shelter infrastructure in BharatNet Phase-II project, selected bidder has to understand and upgrade the various infrastructure as mentioned in the scope of work of this RFP in existing GFGNL shelter. The bidder will be responsible to take over existing porta cabin/Shelter's along with it's active and passive equipments(existing as well as newly upgraded line items) and provide onsite comprehensive warranty for entire 10 years of contract duration and handover to BharatNet Ph-III selected PIA. The Bidders are free to do the field survey and collect the inventories details of expired AMC, repair and replacement items before the pre-bid meet and quote the amount final bid submission.

Bidder must communicate to GFGNL official at H.O.-Gandhinagar and local GFGNL official with their authorized persons list with their contact details. The visit details should be in prior intimation atleast one day before the schedule date and subject to permission and availability of end site, in written including time schedule and location details.

- c) Selected bidder will have to design, supply, install, Testing and commission (SITC) Infrastructure including but not limited to porta cabin/shelter, ACDB (AC distribution box), DCDB, AC, SMPS, battery bank, earthing strips, earthing pits, Servo Stabilizer, D.C. Fan/FCU, CCTV, Solar system etc. under this RFP scope at any Govt. premises(to be decided by GFGNL) at Blocks/Talukas or as per GFGNL's requirement. Selected bidder will also have to carry out required civil work to install shelter /porta cabin as per the details provided in specifications below and all related electrical cabling work for successful commissioning of all electrical equipment's. Selected bidder(s) will have to supply shelter

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

with Infrastructure and all related equipment at the locations within Gujarat as per requirement of GFGNL and handover to the new PIA of ABP BharatNet Phase-III for GFGNL with successful completion of FAT and AMC/warranty valid certificates for O&M as describe in this RFP.

**d) Existing Shelter Infrastructure need to consider for Upgradation details are as follows,**

The existing shelters are 410 (including TC/DC sites) in numbers and distributions is both the packages (Package-A &B) of BharatNet Phase-II networks are given as under:

Sr. No.	Description	Package A (Rest of Gujarat)	Package B (Saurashtra)
01	Shelter Qty	231	179

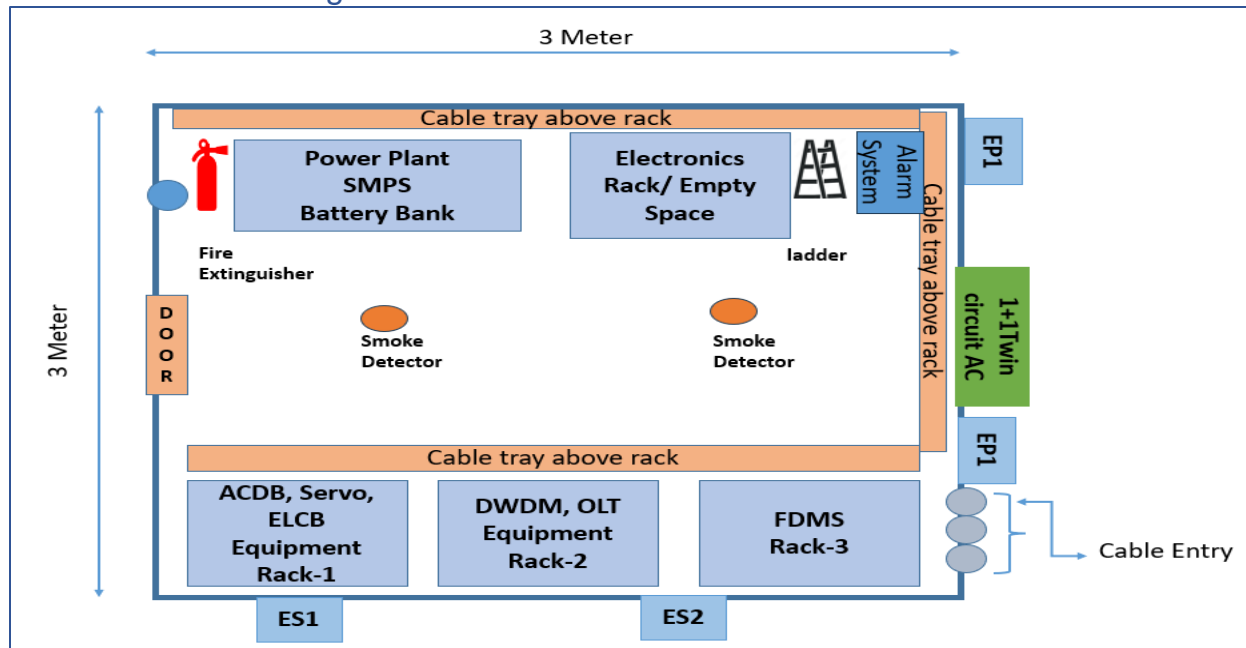
- e) The Bidder shall be responsible for the retrofitting of the existing and newly integrated /establishment of new shelters as per the requirement and complying with all the terms & conditions of this RFP.
- f) The bidder shall provide comprehensive onsite warranty support for Shelter, associated accessories and electrical work carried out by the bidder as well as taken over from existing shelter agency during the entire contract duration which include repair or replacement of the faulty items at no cost within defined SLA.
- g) Arrangement of mobile D.G. (Diesel generators) set, which are essential for providing reliable backup power to BharatNet infrastructure will be in bidder's scope in the critical conditions like but not limited to force majeure like heavy cyclone, rain, or any local authority declaration on power outage, etc. for ABP Bharatnet PIA of O&M to maintain the SLA till O&M hand over to ABP BharatNet Phase-III PIA
- h) It is the bidder's responsibility to handover the upgraded elements of shelter (including takeover sites from existing agency) as well as newly created shelter with all active and passive elements and its associated devices to GFGNL and its authorized O&M agency after successful completion of FAT.
- i) Apart from Bill of Material (BOM)/ Financial line items if anything is required in terms of component, Manpower, any hardware-software then the bidder needs to consider in financial bid cost and bidder needs to mention the detail of Items in the unpriced BOM/BOQ submitted along with the bid response.
- j) Bidder has to provide the single point of contact (SPOC) / Project manager with the end to end responsibility to drive the project, assign activities to their field & back office resources, material movement, co-ordination with various stakeholders, providing daily MIS report as per the format agreed with GFGNL, submitting required documentations including

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

permission-AMCs, warranty certificates, attend meeting with various stakeholders, etc. for entire 10 years from the date of assigned WO and should be available at Udyog bhavan, Gandhinagar GFGNL head office or decided by the tenderer during office hours at least without any additional cost to GFGNL.

- k) The bidder should maintain the contact detail throughout the project tenure. The bidder has to share all field and back-office resources contact details (Mobile numbers, email IDs, etc.). The bidder has to share their internal escalation matrix including contact details throughout contract duration with GFGNL and stick the details inside the Shelter. In future, if any change in it, bidder has to inform in advance to GFGNL and the updated details need to keep at shelter sites for support system.
- l) The all active and passive materials supplied under this bid should comply all laws including certification compliances of GoI, GoG, DST, DoT, TRAI, Digital Bharat Nidhi, DST/GFGNL.
- m) The all the High level Diagram/Design(HLD) and Low Level Diagram/Design(LLD) of each component and their wiring for each shelter need to submit at GFGNL HO, Local Office and also need to stick on Shelter with clear visibility.
- n) The bidder is solely responsible to extend the all performance alarms of equipments installed under this scope of RFP till GFGNL SNOC, through network equipment installed at site where only single interface ( RJ45) will be provided by GFGNL, other related infrastructure including but not limited to alarm system, other hardware and/or software will be in the scope of the bidder without any additional cost to GFGNL.
- o) The details scope for bidder with line items are mentioned as below,

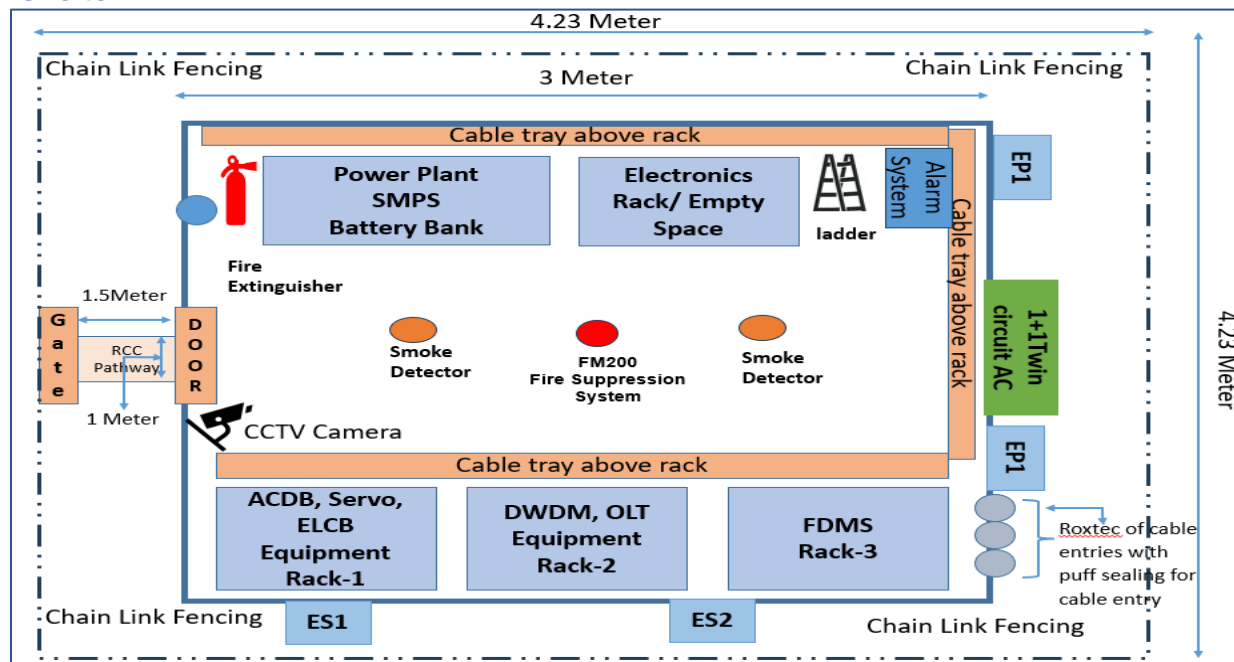
#### 4.1 Indicative Existing Shelter Dimensions:



**Drawing:01 Existing Shelter Indicative Diagram**

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#### 4.2 Indicative New Shelter Dimensions including upgradation requirement of existing shelter



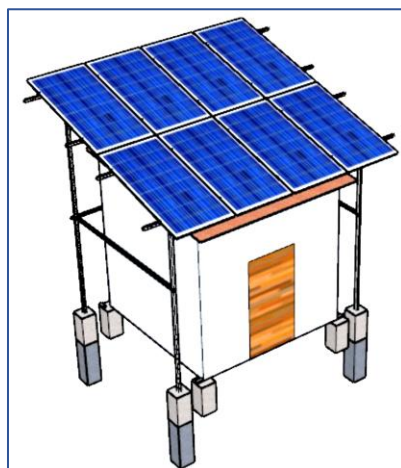
**Drawing:02 New Shelter Indicative Diagram**

#### 4.3 Indicative diagram for proposed Solar System

- Following is shelter's outside solar proposed system. However, bidder is sole responsible for field survey/feasibility, design setup, supply, install, test, and commissioning (SITC) for long term sustainability. This will be applicable for newly developed sites as well as for existing shelter integrated in the BharatNet Phase-III project.
- Bidder has to consider up to 25% sites of overall scope to build solar panels including hybrid inverter based on intimation from GFGNL.



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat



(Source: Internet)

#### **Drawing:03 Solar System (outside) Physical Indicative Diagram**

The Bidder shall be responsible for renovation of existing shelter with the scope defined in the RFP.

#### **Note:**

Above mentioned dimensions are indicative in nature, bidder shall be required to do the site survey and submit the actual dimensions before start of construction/fabrication work. GFGNL will pay on actual basis.

### 4.4 Security Fence with Chain Link Fence & Concertina Coil

#### **Specification:**

Heavy galvanized quality Chain link fence fabric (Mesh Size 50x50mm and dia of mesh wire 2 mm). Heavy galvanized quality chain link fence fabric both ends knuckled including three-line wires (at top, center and bottom) ISI marked, conforming to IS: 2721/2003, as per following specifications: Chain link mesh size shall be made from standard 50 x 50mm + 5mm, Nominal dia of mesh wire 2 mm. Width of mesh 2.50m. Both ends of fabric knuckled in a roll. Length of fabric in a roll 15.00mtr. Chain link fence shall be fixed with angle iron with the help of 3xMS round bar 10mm dia one each at top, middle and bottom of the mesh fabric. 5 Nos x 60mm long 12mm dia nut and bolts along with two Nos of 3mm steel washers at equal interval from ground level to 'Y' neck of each angle as shown in Sketch. Bidder has to ensure proper anti rust paint coating to security fence with all other accessories to suffice the long term requirements.

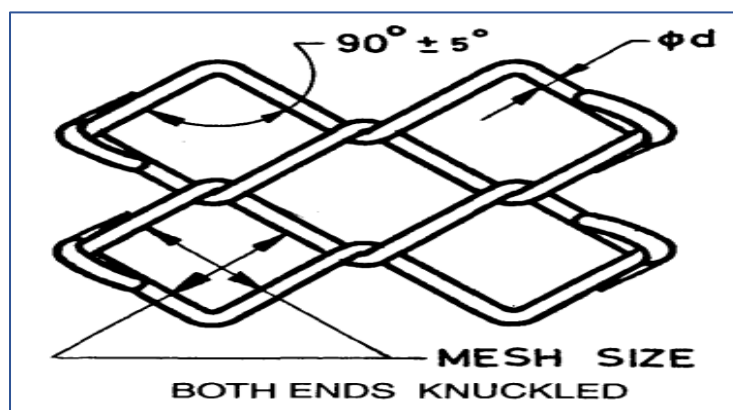
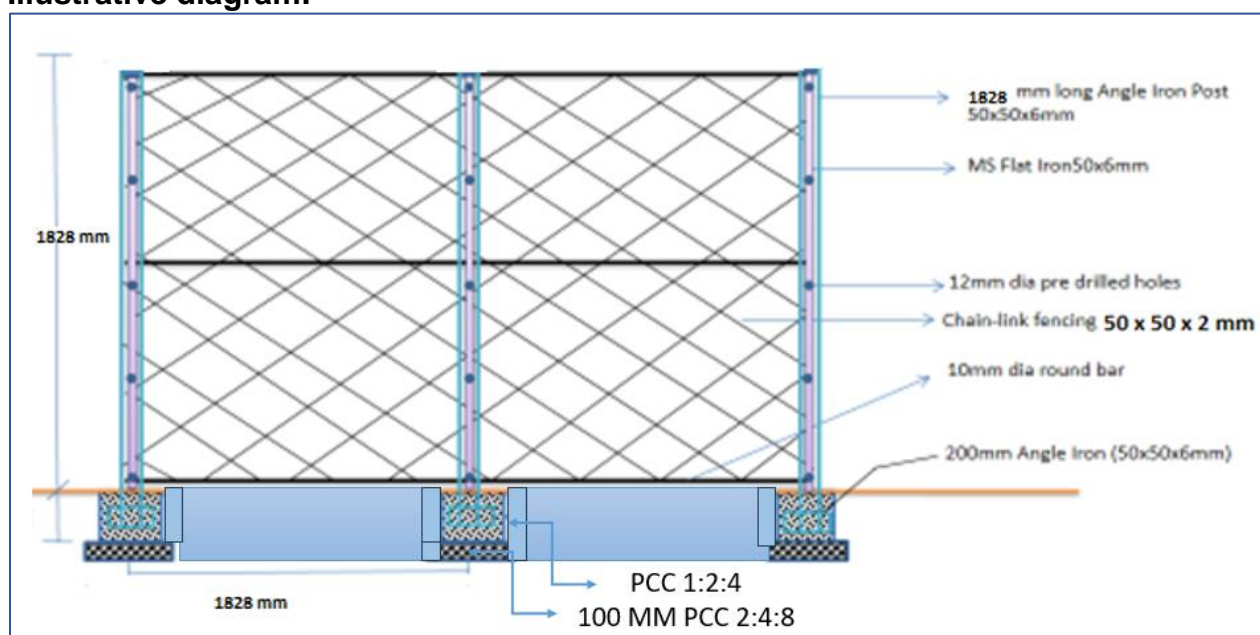
Description	Details of Specifications
Fence Fabric	Mesh Size 50 x 50mm Dia of mesh wire 2mm Both ends Knuckled including three-line wires (at top, center and bottom)

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Description	Details of Specifications
	ISI marked,IS:2721/2003
Length fabric roll	15.00 mtr
Chain link fence	Fixed with angle iron with the help of 3xMS round bar 10mm dia one each at top, middle and bottom of the mesh fabric.
Nut and bolts	Diameter: 5 Nos x 60mm long with 12mm Along with 2(two) numbers of 3 mm steel washers at equal interval from ground level to "Y" neck of each angle (reference diagram below)

**Table:0A Security Fence with Chain Link Fence & Concertina Coil**

**Illustrative diagram:**



**Drawing:04 Security Fence with Chain Link Fence & Concertina Coil**

## I. Construction Material

Ordinary Portland Cement grade 43, IS-12269-1990, packed in 50 Kgs HDPE bags conforming to ISI 1652/2000.

### Coarse Sand

Sand shall be clean, sharp, angular hard and durable free from adherent coating and shall not contain clay, mica, and other impurities. The maximum quantities of clay and fine silt in sand shall not be more than 5% by mass as per IS-383-1970.

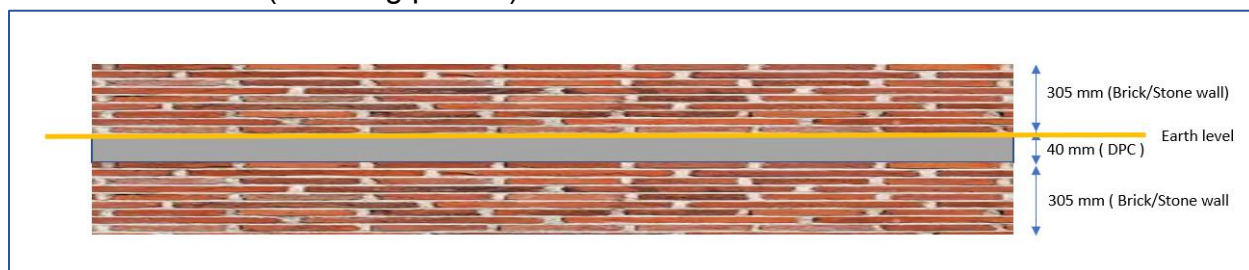
**20mm Stone Aggregates:** Stone aggregate shall be crushed stone 20mm graded conforming to IS-383 -1970 and shall be clean hard tough, durable and of uniform quality throughout. The aggregate shall be free from soft disintegrated materials, vegetable, and other organic impurities.

**40mm Stone Aggregates:** Stone aggregate shall be crushed stone 40mm graded conforming to IS-383 -1970 and shall be clean hard tough, durable and of uniform quality throughout. The aggregate shall be free from soft disintegrated materials, vegetable, and other organic impurities.

**Brick/ Stonework:** Grade -1 As per requirement.

The ratios of cement to sand in brick/stone masonry shall be used as 1: 5. The ratios of cement to sand in reinforced concrete shall be used as 1: 1.5. The ratios of cement to sand in plastering work shall be used as 1: 5.

The thickness of the plaster shall not be less than 12 mm. The thickness of the wall shall not be less than 9" (including plaster)



**Drawing:05 Construction Material**

**Note:** Fencing should be in the boundary of the allocated places for shelter with confirmation from local authority and GFGNL authorized official.

### 4.5 Main Gate (Indicative design)

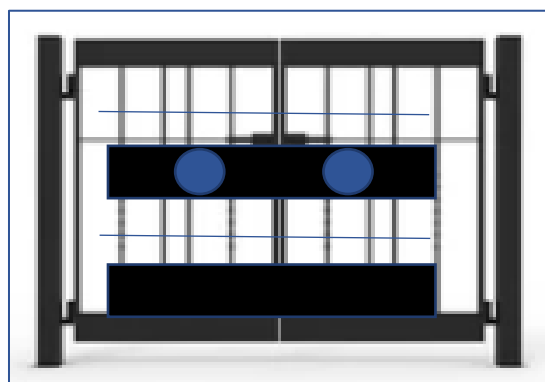
Sr. No	Description	
1.	Door Type	Double Door
2.	Frame Material	(50 50 mm iron post)
3.	Filling	mesh of iron bar having thickness 3 mm
4.	Minimum weight	35 kg
5.	Paint	Two coats of synthetic enamel paint over a coat of corrosion resistant coating of red oxide.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr. No	Description	
6.	Locking arrangement	Both side (inner / outer)
7.	Covering	Iron plat (minimum 2 mm) covering up to 1 ft from ground level and Top
8.	Branding	GFGNL Logo on top of the gate (both side) (Position Indicated in blue circle in below sketch for reference)
9.	Height	1830 mm (6 Ft)
10.	Width	1830 mm (6 Ft)
11.	Other	Standard Outdoor grade lock with 4 keys, durable, corrosion resistant materials (eg. Stainless Steel), protected from Cutting and sawing. The space between the horizontal and vertical bars in the gate shall not exceed 100 mm center-to-center to prevent unauthorized entry.

**Table:0B Main Gate Specification**

Note: Bidder must take design approval from GFGNL before starting of fabrication work



**Drawing:06 Main Gate**

#### 4.6 FM200 Fire Suppression System-Clean Agent


- FM-200 is a fast-acting clean agent comprised of heptafluoropropane, which is a compound of carbon, fluorine and hydrogen. This agent is a part of a total flood system and reaches extinguishing levels in 10 seconds or less, which translates near to zero damage, reduction of safety risk to occupants, and less downtime.
- SITC of Clean gas agent FM 200 as per NFPA 2001-2015 in UL listed and PESO Approved Cylinders of suitable capacity for LTR-G (Gallon to Ltr) Facilities. Clean gas shall be filled in UL listed filling station as per approved design calculations.
- The cylinder bank shall be fitted with all UL/VDS/FM/LPCB Listed & Marked listed accessories viz., valve assembly, arrangement for supervisory switch connection for monitoring cylinder pressure, a pressure gauge with a safety burst disc, electronic control

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

head/ Solenoid, pressure operated control head, flexible hose, strap, Non return valve (NRV) and a safety cap from same OEM and as per enclosed specifications.

The detailed design to be submitted by the supplier for approval.

#### 4.7 Existing Shelter Infrastructure Details

Sr. No	Description	Dimensions	Status in Existing Shelter
1.	Shelter Size	3 x 3 meter	i) ~ 410 existing shelter already available , ii) ~280 + new shelter need to install
2.	Foundation and DPC work	<p><b>Foundation work:</b></p>  <p>DPC level shall be minimum 1 ft. The DPC should be of 40 mm thickness and should be of uniform thickness. DPC is made up of cement concrete of mix 1:2:4 (1-cement: 2-coarse sand: 4-12.5mm stone aggregate)</p> <p>For brick work please refer, point no. 4 of this table.</p>	New Requirement
3.	Fencing Type-1	<p>Angle iron post (50 x50 x 6 mm) and mesh wire height 5 ft. Min Length* 70 ft Wire thickness 2 mm Material: Angle Iron Post with two coats of synthetic enamel paint over a coat of corrosion resistant coating of red oxide. <b>Note:</b> length may vary However, Payment will be made on actual basis.</p>	New Requirement
4.	Fencing Type-2 Boundary wall (Brick/ Stonework) 5 ft. from DPC level.	<p><b>Construction Material</b> Ordinary Portland Cement grade 43, IS-12269-1990, packed in 50 Kgs HDPE bags conforming to ISI 1652/2000. <b>Coarse Sand</b> Sand shall be clean, sharp, angular hard and durable free from adherent coating and shall not contain clay, mica, and other impurities. The maximum quantities of clay</p>	New Requirement at exceptional cases

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr. No	Description	Dimensions	Status in Existing Shelter
		<p>and fine silt in sand shall not be more than 5% by mass as per IS-383-1970.</p> <p><b>20mm Stone Aggregates:</b> Stone aggregate shall be crushed stone 20mm graded conforming to IS-383 -1970 and shall be clean hard tough, durable and of uniform quality throughout. The aggregate shall be free from soft disintegrated materials, vegetable, and other organic impurities.</p> <p><b>40mm Stone Aggregates:</b> Stone aggregate shall be crushed stone 40mm graded conforming to IS-383 -1970 and shall be clean hard tough, durable and of uniform quality throughout. The aggregate shall be free from soft disintegrated materials, vegetable, and other organic impurities.</p> <p><b>Brick/ Stonework:</b> Grade -1 As per requirement or <b>as per CPWD guidelines</b></p> <p>The ratios of cement to sand in brick/stone masonry shall be used as 1: 5. The ratios of cement to sand in reinforced concrete shall be used as 1: 1.5. The ratios of cement to sand in plastering work shall be used as 1: 5. The thickness of the plaster shall not be less than 12 mm. The thickness of the wall shall not be less than 10" (including plaster)</p>	
5.	Main Gate for Shelter premises	Specifications as mentioned above	New Requirement
6.	Pathway from Main Gate to Shelter	3 ft. X 5 ft. (Approx) Note: minimum 4" thickness of RCC (M15 , M10) for pathway and dimension may vary based on actual site condition However, Payment will be made on actual basis	New Requirement
7.	SITC of 2MP CCTV Camera with Attendance management System	1 for each Shelter	New Requirement
8.	SITC of Change over Switch	1 for each shelter	New Requirement
9.	FM200-Fire Suppression	1 for each shelter	New Requirement



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr. No	Description	Dimensions	Status in Existing Shelter
	System/Clean Agent(5Kg)		
10.	Servo Stabilizer	1 for each shelter	Available in existing Shelter
11.	Solar System including panels, pole mount and other accessories and controller	1 ( upto 25% shelter of scope) Note: Structured electrical wiring for Solar System with accessories such as casing capping/ Conduit, mounting clamp, MCB etc.	New Requirement
12.	Aluminum Ladder	1 for each shelter	Available in existing Shelter
13.	Fire Extinguisher	1 for each shelter	Available in existing Shelter
14.	Smoke Detector	2 for each shelter	Available in existing Shelter
15.	Emergency Light	1 for each shelter	Available in existing Shelter
16.	Cable Tray	As per illustrative diagram + Outdoor cable tray is installed for routing of OFC cables entering in Roxtec.	Available in existing Shelter
17.	2TR Twin circuit Air Conditioner without FCU	At each Shelter	Available at existing Shelter
18.	Split Air Conditioner(4Star)	At each TC/DC or as per GFGNL decided location/s	Available at Phase-II sites.
19.	SMPS	1 for each shelter	Available in existing Shelter
20.	Battery Bank	600AH for VRLA Batteries	Available in existing Shelter
21.	Rectifier Modules	Capacity: 50 Amp (3 Qty) / 80 Amp (2 Qty)	Available in existing Shelter
22.	FCU	1 for each shelter	New Requirement
23.	Battery Bank	600AH of Li Batteries	Required at New Shelter
24.	ELCB	1 for each Shelter	Available in existing Shelter



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr. No	Description	Dimensions	Status in Existing Shelter
25.	Auto Change Over Switch	1 for each Shelter	New Requirement
26.	NVR(Network Video Recorder)	1 between 4 shelters	New Requirement

**Table:0D Activity Detail**

Above requirements are indicative, selected bidder will be solely responsible to upgrade the existing shelter infrastructure as well develop the new shelter infrastructure by comprising all above inventories. Also, the bidder will have to ensure the after successful deliverable and completion of the FAT. It is the bidder's responsibility to handover the shelter and its associated devices to GFGNL and it's authorized agency for O&M.

#### 4.8 Activities To Be Completed During Implementation

- I. Bidder has to start the field activities after the joint visit with GFGNL official and/or their authorized agency (i.e., will be called as site clearance date in milestone) post intimation/WO order given by GFGNL.
- II. Insurance/warranty / security of goods/resources supplied will be under the scope of selected bidder for the entire contract duration without any additional cost to the GFGNL.
- III. When constructing a foundation for a new shelter, it's crucial to consider several following factors to ensure safety and stability but not limited to,
  - a. **Load Bearing Capacity of Soil**: This refers to the soil's ability to support the weight of the structure without experiencing failure. Different types of soil have varying load-bearing capacities, and it's essential to assess this to determine whether a shallow or deep foundation is needed.
  - b. **Seismic Load**: This involves the forces exerted on a structure during an earthquake. Seismic load calculations take into account factors such as ground motion, soil type, and the building's weight and dynamic characteristics.
  - c. **Wind Load**: Wind load refers to the pressure exerted by wind on a structure. It includes uplift, shear, and lateral forces, which must be considered to prevent structural failure, especially in areas prone to high winds.

Similarly, For rooftop installations at shelter/building, following additional considerations needs to include but not limited to,

**Shelter Load Bearing Capacity**: The existing structure's ability to support additional weight from the new installation must be evaluated. This includes the weight of the new shelter, equipment, and any live loads such as people or rain or etc.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

**Structural Stability:** Ensuring that the shelter can maintain its integrity under the added loads and environmental conditions is critical. This involves checking for adequate support, and overall design to withstand both static and dynamic forces.

- IV. Bidder shall have to submit the soil testing / structure stability testing report/certificate for each site before start of work from Govt. approved agency.
- V. Following minimum activities shall be required to complete by the selected bidder on discovered cost for the existing shelter sites as a part of existing shelter upgradation. Similarly, Bidder has to ensure for new shelter development should also consider these line items:
- a) Fencing of Shelter area including wiring mesh(2mm) with GI Pole with anti-rusting coated paint along with RCC foundation.
  - b) Installation of CCTV, which will be centrally managed from Gandhinagar central NOC. Bidder has to provide the valid application or web based monitoring to the GFGNL.
  - c) Erection of main gate for shelter entrance.
  - d) Construction of Reinforced Cement Concrete (RCC) for pathway in between main gate and shelter gate / in between the water blockage areas.
  - e) Stonework / plaster in between space/surrounding of shelter till boundary wall/main gate to be done by the bidder.
  - f) End to end structured electrical wiring with accessories such as casing capping/ Conduit, mounting clamp, MCB etc. (from raw power to UPS/Power Plant or wherever applicable).
  - g) SITC of temperature DC FAN cooling unit.
  - h) SITC of auto change over switch.
  - i) FM200-Fire Suppression System/Clean Agent (auto actuator).
  - j) Fire Extinguisher Cylinder.
  - k) Base of the shelter if damage, need to replace with waterproof and fireproof cement fibre sheet.
  - l) Bidder has to consider approximately 5% cases for increasing the height of existing shelter.
  - ~~m) Up to 25% sites SITC of Solar System including roof top with pole mount, other accessories, hybrid controller and structured electrical wiring for Solar System with accessories such as casing capping/ Conduit, mounting clamp, MCBs etc.~~
  - n) Single Phase to three phase servo stabilizer conversion in bidder's scope along with Single phase to three phase electrical wiring upgradation including three phase ELCB, three phase power cables from EB meter to ACDB and ACDB to SMPS and other accessories three phase MCB, ELCB box. Etc. its services, transportation with discovered price in financial bid table. The timeline for conversion will be within the 7 calendar days from the assigned of intimation order from the GFGNL. Failure to this will attract delay penalty of 2% of the discovered cost of three phase servo stabilizer per week. This will be till the 10% of cap limit of the three phase servo stabilizers product value.
  - o) Upgradation of existing battery banks with suitable make and model of existing infrastructure.

vi) Furthermore, including above, the minimum deliverables for new shelter site will be as mentioned below,

- a) SITC of Porta cabin including Roxtec of cable entries with puff sealing for cable entry
- b) SITC of Switch Mode Power Supply (SMPS) of 16KW
- c) Rectifier Module (80 amp (2 Qty))
- d) SITC of Battery Banks (Lithium Ion) of 600 AH with battery management system.
- e) SITC of commercial grade Air Conditions (AC)-2 ton.
- f) SITC Of Split AC with controller module- for the site co-located at TC/DC or as per GFGNL decided location/s only.
- g) Earthing Pit with all required materials separately.
- h) DCDB and ACDB
- i) Single or Three Phase Servo Stabilizer including internal wiring.
- j) FCU (Fan cooling module)
- k) Fencing of wiring mesh(2mm) with GI Pole along with RCC foundation.
- l) Entrance Gate for shelter.
- m) Fencing of Type-2 boundary wall with plaster.
- n) SITC of CCTV (indoor) for shelter with all the accessories with 1 quantity.
- o) CCTV NVR System.
- p) SITC of Auto Change Over Switch.
- q) FM200-Fire Suppression System/Clean Agent.
- ~~r) Upto 25% sites SITC Of Solar System including roof top with pole mount, other accessories, hybrid controller and structured electrical wiring for Solar System with accessories such as casing capping/ Conduit, mounting clamp, MCBs etc.~~
- s) RCC pathway in between main gate and shelter gate (in sq. ft.)
- t) Cable Tray internal as well outdoor for OFC cable routing upto roxtac.
- u) Ladder-Aluminum
- v) Alarm System
- w) Fire Extinguisher
- x) Base of Shelter
- y) Emergency Light
- z) Smoke Detector
- aa) Cable Tray
- bb) Lightning Arrestor

**vii) Final Acceptance Test(FAT)**

- a) The primary goal of acceptance testing is to ensure that the work (including all the components as mentioned in the scope of work meets requirements, standards, specifications, and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability,
  - Infrastructure Compliance
  - Performance
  - Project and O&M Documentation
- b) The Successful bidder shall inform the department in writing, as and when the work is completed for a specific work order, with the request to conduct acceptance test(AT).
- c) The bidder shall bring all the testing equipment to site as required under the procedure to carry out testing at no extra cost to GFGNL. Bidder to submit calibration certificate of test equipment's prior to AT.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- d) The payment shall be released to the Bidder from the date of successful testing and acceptance of the respective site/facility as per milestone/s.
- e) The bidder shall co-ordinate and carry any other required test as desired by purchaser without any further cost to GFGNL.
- f) Any procedure delay for approval of AT acceptance by GFGNL, shall not be considered as delay on bidder's part.
- g) It is bidder responsibility to handover the upgraded shelter sites as well as the newly created sites and its associated devices/components with their spares to GFGNL or its authorized existing O&M PIA after successfully completion of milestone of FAT completion. However, Bidder will be responsible for the additional 1 year of defect liability period or successful completion of handover after FAT of site without any additional cost to GFGNL as well as the entire 10 years((including implementation period, defective liability period, AMC warranty support) of contract duration for AMC support.

#### **viii) Spare Availability**

- a. To meet the service obligation, selected bidder shall maintain and handover a surplus inventory with minimum % of material as mentioned below. Selected bidder will be responsible to maintain this stock as and when it is consumed and handover to GFGNL authorized PIA with concurrence to GFGNL with dully signed and time stamp for their O&M activities.

Sr. No.	Inventory Name	% Spare (Qty to be considered roundoff )
1.	SMPS unit	1% of total installed in package
2.	SMPS Rectifier module	5% of total installed in package
3.	SMPS Smart controller modules	2% of total installed in package
4.	3-Phase Servo Stabilizer with wiring	2% of total installed in package
5.	1-Phase Servo Stabilizer with wiring	2% of total installed in package
6.	Auto Change Over Switch	1% of total installed in package
7.	2MP Outdoor Bullet Camera and NVR	2% of total installed in package
8.	Single Phase & Three Phase ELCB	2% of total installed in package
9.	Single Phase & Three Phase MCCB	2% of total installed in package
10.	All Other Material (Emergency light, cable, lightening arrestor, Cable trays, kits for Earthing pit maintenance, smoke detectors, etc.)	1% of total installed in package

**Table-0E Spare Material**

#### 4.9 One (1) Year of defect liability period

- a) Bidder has to ensure the all active and passive devices by completion of successful FAT with spare counts to be handed over in working conditions to GFGNL or ABP BharatNet Phase-III PIA with duly signed timestamp of all concern stakeholders.
- b) Bidders' obligations during the first year after completion of successful FAT are mentioned below,
  - i) Preventive maintenance of the deployed equipment well in advance without fail,
  - ii) Pre-monsoon maintenance, water leakage /seepage test and conformation,
  - iii) Monthly visit to each shelter for wear and tear, cleaning, safety check,
  - iv) Quarterly fire and electricity safety test,
  - v) Signage board of "Gujarat Fibre Grid Network Limited" and appropriateness.
- c) Selected bidder will have to act promptly (on call response within 30 minutes & manual assistance within 4 Hours) on receipt of instructions (by call or by SMS) from concerned GFGNL officer or it's authorized agency regarding manual assistance required for rectification of alarms/faults in site or its equipments.
- d) If any fraudulent activity by the personnel deployed during the entire contract for maintenance activities will be detected by GFGNL authorized personnel/officer, then the bidder is liable to pay penalty i.e., the cost of consequential damages to installation(s) would be deducted at actual, from the bidder's bill.
- e) Selected bidder will be a guardian of the telecom infrastructure site.
- f) As the DISCOM process is already online and GFGNL will support administratively wherever required. However, in worst case, selected bidder may need to support for electric meter box, their application submission, collection and payment of the electricity bills and handing over the same to the site in charge of GFGNL on time.
- g) Bidder should have to do the proactive first line maintenance as per the monthly schedule and replace the faulty battery, Power plant, AC & any other electronic device installed in the shelter during the first year of defect liability period without any cost to GFGNL if any reason not attributable to bidder.
- h) Selected bidder will have to carry out any other miscellaneous work related to the shelter infrastructure assigned by the concerned GFGNL Officer.
- i) Adherence to guidelines and procedures laid down by GFGNL for proactive maintenance.
- j) Selected Bidder will also have to maintain the fire extinguisher/safety materials in working condition during the entire contract period with atleast 1 year valid date with required certification.
- ~~k) Selected Bidder will have to do the shifting of shelter Infrastructure site (including all the items supplied & installed under the SoW of this RFP) from one location to other within (50 Km of radius range) if need arises in future for same & instructed by GFGNL. Shifting scope may vary up to 10% of total scope awarded without any additional cost to GFGNL. Beyond the 10% of the shifting scope, per site beyond the limit define above, GFGNL will pay Rs 50,000/- per site to selected bidder.~~  
Selected Bidder will have to do the shifting of shelter Infrastructure site (including all the items supplied & installed under the SoW of this RFP) from one location to other within (50 Km of radius range) if need arises in future for same & instructed by GFGNL. Shifting scope may not vary beyond 10% of total scope awarded. GFGNL will pay Rs 1,00,000/- per site shifting and re-installation including civil, non-IT ,and all the supplied components under the scope of this RFP to

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

the selected PIA. PIA has to complete the shifting within 30 calendar days of time including commissioning and acceptance test.

l) **Upkeep of Power plant equipment:**

The bidder will do proper upkeep at least once in a month at each station which will consist of (but not limited to) of the following:

1. Testing of Auto changeover of SMRs (Switch Mode Rectifier).
2. Checking of current setting as per load.
3. Checking of input & output voltages and recording the same as per format given in the maintenance manual/ format provided by GFGNL.
4. Checking of extension and reporting of alarms to NMS, whenever & wherever provided by the tenderer.
5. Checking of proper connection of input and load cables and on cables from where distribution provided.
6. Any other assignment as felt necessary during this phase for better network uptimes.

m) **Upkeep of Battery Set (VRLA & Li-Ion batteries)**

1. Checking and recording of individual cell voltages as per format given in the maintenance manual/ format provided by GFGNL.
2. Cells whose voltages/conductance is found to be below prescribed value should be noted and replaced as per GFGNL's Engineer advice.
3. Checking of battery voltages at equipment end.
4. Checking of proper connection of load cables including tightening of bolts.
5. Cleanliness of battery cells and bank.
6. Checking of sulfation /physical damage/leakage.
7. Any other assignment as felt necessary during the O&M phase.

n) **Upkeep of Air Conditioners:**

1. Function checking, necessary adjustments, filter checking/cleaning, servicing etc. of AC and change over unit at least once in once months' time (if required more frequently).
2. In case of malfunction of AC machine, change over unit, corrective measures have to take to attend/rectify the failures.
3. Any Air Conditioner machine or its spare parts taken for repairing/ replacement should be returned reinstalled by the AC mechanic.
4. Certified Engg. from OEM should attend it as warranty may become void if any other technician repairs it.
5. The full functioning of change over unit, wherever provided, should be checked once in a quarter. Bidder has to ensure temperature inside shelter from 22°C to 30°C.
6. A history register is to be maintained to keep record of repair/repairable spares, schedule breakdown details etc.

o) **Upkeep of Shelters:** The contractor will do the proper upkeep of shelter once in one months' which will consists of (but not limited to) of the following:

1. Checking of leakage of water, roxtec of cable entries with puff sealing and repairing of the same.
2. Tightening the nut & bolt of the shelters, if required.
3. Minor repair of shelter.



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

4. Checking of condition of doors & locking arrangements
5. General cleanliness of shelter.
6. Any other assignment as felt necessary during the O&M phase.

p) **Upkeep of Earthing:** The contractor will do the following activities as per schedule given below:

1. Watering of the earth pits on every visit (at least once in a month).
2. Checking of the physical connections at equipment ends.
3. Tightening of nut/bolts once in a quarter.
4. Measurement of earth resistance once in six months under supervision of GFGNL Engineer. At least one measurement shall be done during peak summer & measure the desired value as mentioned in the RFP.

q) **Takeover and Handover**

Selected bidder will be responsible to take over existing porta cabin/shelter's infrastructure developed under BharatNet Phase-II alongwith it's active and passive inventories within first 3 month of onboarded.

Responsibility of the bidder after takeover of the existing shelter/porta cabin infrastructure will be as per following but not limited to:

- complete knowledge transfer, Operating Manuals and SOP's
- Network inventory details.
- Installation and configuration details of hardware and software deployed by the bidder including Low Level Design and High-Level Design.
- Comprehensive onsite warranty and AMC of all shelter infrastructure for entire contract duration.
- Detail understanding on troubleshooting and debugging.
- Insurance of the site.
- Providing SPOC for entire contract duration (10 years, i.e. including implementation period, defective liability period, AMC warranty support).
- Contact details of OEM and bidder representative for onsite warranty and back-to-back OEM support for entire contract duration.
- Additional material integration as mentioned in the scope of work of RFP.
- Checking the health of all inventories and upgrade the inventories like battery bank on 5 years warranty and 2 years extended onsite replacement warranty with approval of GFGNL to improve the performance.
- Any other details required to gather the complete knowledge as a part of handover takeover process, that may be required/asked by GFGNL.
- GFGNL will support administratively wherever possible.



## SECTION-5 TECHNICAL SPECIFICATIONS

### PORTA CABIN

Sr. no.	Parameters	Minimum Specifications
1	Internal dimensions	Length (Depth of shelter) –3 Meter, Width – 3 Meter, Height – 2.7 Meter
2	Thickness of Inner Wall skin	$\geq 0.8$ mm percolated GI sheet
3	Thickness of Outer Wall skin	$\geq 0.6$ mm percolated GI sheet
4	Core material between inner wall skin and outer wall skin	a. 100 mm thick PIR (Polyisocyanurate acid-modified polyurethane) /Poly Urethane Foam or equivalent
		b. Density of 40kg/Cu. m.
		c. Thermal conductivity: $< 0.02$ W/m. Degree Kelvin
5	Integral projected roof	100 mm on all four sides to give rain Protection
6	Floor Insulation	55 mm thick PUF
7	Floor load capacity	2000 kg/Square meter
8	Survival wind speed	At least 150 Kmph
9	Door	Insulated Metallic door, at least 920 mm X 2140 mm fitted with rubber gasket
10	Door Locks Standard	Concealed lock with sturdy handle and additional manual SS lock with minimum 4 sets of keys
11	Door Hinges	Stainless steel pickproof Hinges (3 Nos.)
12	Cable tray	a. 250 mm wide powder coated aluminum ladder type cable tray
		b. Thickness 2 mm
13	Others	Porta cabin shall be self-standing, self-supporting galvanized steel structure.
14		Porta cabin roof shall be cambered to the side of the porta cabin
15		Porta cabin shall be designed on heavy steel channel frame and secured using foundation bolts.
16		A 19 mm Cement fibre sheet Fire Proof shall rest on the porta cabin floor. It shall be fire retardant, fungus proof, termite proof and anti-abrasive.
17		Floor shall be covered with 1.8 to 2.2 mm thick Green, Blue or any other attractive color anti-static mat

Sr. no.	Parameters	Minimum Specifications
18		For earthing of electronics & Electrical components, Two numbers of wall mount long copper strip/bar of dimensions length 300 mm, width 25mm, 5mm depth with M8 bolt size rounded holes and insulator in it.
19		Door rain guard to be provided above the door for smooth operations.
20		Porta cabin shall have cut-outs for following:
		· Fiber cable
		· Power cable
		· Air Condition inlet & outlet
		· Earthing cable
		a) Fiber cable Cut-out will be made by bidder at each shelter location at spot marked by GFGNL.
		b) To avoid water seepage bidder will fix MCT module (Cable entry module) which can allow 9 fiber cable entry (from the side corner of the top as mentioned in diagram)(cable diameter may range between 25mm to 8 mm) at each shelter location this cut out will be dedicatedly for fibre cable. Puff ceiling required for both in and outside gap filling.
c) Selected bidder will also have to do the Puff sealing on any open holes to avoid water seepage in to shelter.		
21		Porta cabin shall be waterproof.
		a) At the time of acceptance testing through water showering or any other methodology as per facility available at site to ensure water proofing for all installed GFGNL shelters. Power supply needs to be shut before starting for this testing and all Equipments installed in shelter needs to be powered off.
22		Porta cabin shall have adjustable anti-corrosive Aluminum access ladder.
23		The foundation shall be made of reinforced cement concrete 12"x12" with 16 mm steel bars with suitable grade to sustain entire load of porta cabin and equipment.
24		The foundation shall be designed in accordance with local rules and regulations and the municipal / concerned government authorities' guidelines to be adhered.
25		a) While constructing the foundation, load bearing capacity of soil, seismic load and wind load to be accounted for. In case of roof top installation, building load bearing capacity & structural stability to be accounted for.
		b) Bidder shall have to submit the soil testing / structure stability testing report/certificate for each infrastructure location before start of work from Govt. approved agency.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr. no.	Parameters	Minimum Specifications
26		The foundation shall support the porta cabin at minimum 4 points with vertical RCC Columns having arrangement of base plate (Should be anti-corrosive) and foundation bolt to fix the porta cabin. The height of the RCC column should be atleast 90 cm as per site requirement to protect porta cabin from waterlogging
27		Steps required to be provided for entering to porta cabin/shelter.
28		Porta cabin shall have at least 2 no. x 20W white color LED tube light. The porta cabin shall have adequate lighting system and safety equipment.
29		Porta cabin shall have at least 1 no. DC operated emergency light
30		Porta cabin shall have wall mounted / floor mounted ACDB (AC distribution box) with suitable MCBs and visual indication for each phase of supply. All the MCB units shall bear ISI mark.
31		Porta cabin shall have at least 2 no. x 15A adjustable AC socket with switch board for laptop / tester charging.
32		Porta cabin shall have sensors/transducers for temperature, door opening and smoke/fire detection. Necessary arrangement needs to be done to extend all these alarms to SMPS controller card so that same can be sent towards GFGNL NOC/NMS. Bidder shall have to provide the required modem/hardware to extend the connectivity.
33		Porta cabin shall be equipped with Fire extinguisher clean agent -1 nos. - 6Kg; and one (1) nos. auto actuator FM200 ISI marked
34		Porta cabin shall have acrylic based polymer coating to cover entire roof joints to provide rain shield on the porta cabin and the coating shall withstand UV rays and expansion / contraction under extreme weather condition. The construction of porta cabin will be such that water seepage must not happen in any condition.
35		Construction of porta cabin shall be such that it can be transported in a dismantled form to the site & assembled there
36	Signage	4 mm thick ACP / SS sign of any shape and size cut on CNC router cutting and smoothened at all corners and edges shall be provided. Matter shall be cut in 3M High intensity prismatic Reflective vinyl ASTM Type 4 and paste on it as per manufacturer's specifications. UV stabilized lamination shall be done on it. The signage shall be fixed with necessary SS studs, SS fasteners, self-adhesive tape of 3M, SS rod, SS chain, clamp on wall. Backing ACP sheet shall be fixed with SS Studs on the wall. Pasting of vinyl (in case of ACP) must be accurate without any kind of bubbles.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr. no.	Parameters	Minimum Specifications
		Content of sign shall be letters (In Gujarati & English), graphics, signs, arrows, etc. in any colour as per the authority. The bidder should do the sampling and get it approved with the authority before execution. A separate Radium Strip (for night vision) for night visibility across all borders of the Portable Cabin shelter must be fitted. This radium patti (Strip) should at least be 100mm wide with red or yellow color.
37	Lifting Hooks & Base Plates	To facilitate transportation. lifting & shifting necessary lifting hooks (minimum 4)for loading, unloading shall be provided. All the corner post shall have min. 16mm thick base plate of size 250mm X 250mm on both top and bottom

#### SMPS BATTERY

#	Parameters	Minimum Specifications
1	Input Voltage and Frequency	300 - 475 VAC, Three Phase and 50 Hz +/- 2 Hz
2	Output Voltage	Nominal: - 48V DC
3	Cutoff voltage for Battery	SMPS should be able to configure for defining Cutoff voltage (V): -42v to -44v
4	Rectifier module / Capacity	a) Adequate capacity to cater DC load of 60Amp for electronic equipments. Rectifier modules of min 80 Amp (N+1) / 4KW to be supplied. Bidder has to consider charging current requirement for battery back-up separately. Selected Bidder can provide minimum 2 nos. rectifier modules each having minimum 80 Amp capacity per each SMPS. b) Power plant compatible with Li-Ion batteries having 5+ 5 years of battery life & has enough capacity to take care of load and battery at C/10 rate of charge.
5	Protection	The SMPS shall have an In-built Class C surge protection device. SMPS power plant to ensure prevent from Deep Discharge and battery under voltage.
6	Alarm extension	The SMPS shall have advanced intelligent controller with ethernet interface supporting SNMP based communication for integration with GFGNL NMS to monitor specified parameters/alarms like overvoltage, battery on load, under voltage, temperature, door opening, smoke/fire detection, mains or battery discharge, etc. SMPS will have to send all these alarms towards NOC/NMS of GFGNL. OEM will have to share MIB file for necessary integration with NMS.(All the alarm should be through SMPS controller including all utilities like overvoltage, battery on load, under voltage, temperature, door opening, mains or battery discharge, etc. and other like smoke/fire detection. GFGNL will provide only single RJ45(Electrical) interface for alarm extension in network.)

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Parameters	Minimum Specifications
7	Indications & Alarms	The SMPS shall have LEDs for status indications and visual display to show alarms for output over voltage, overload or any module failure
8	Additional rectifier modules capability	The system shall be expandable at rack level itself, using the basic modules of the same rating as per the additional equipment to be deployed in future. Selected Bidder will have to provide solution such that additional one 80 Amp/4KW rectifier module can be added in future.
9	DCDB	The system shall be provided with at least 12 Nos. of MCBs (6 nos. 16Amp MCB + 6 nos. 32Amp MCB). MCBs may be installed separately in DCDB box or as part of SMPS chassis. All the MCB units shall bear ISI mark.
10	Battery Backup	Minimum backup of 480 Minutes on initial full load
11	Battery Type	<p>a) Li-Ion (600 AH) Battery minimum</p> <p>b) Functional Operating Temperature Range (Charge) 0°C to 45°C &amp; Operating temperature range (Discharge) 0 to 50°C,</p> <p>c) Proposed battery must have minimum 10 years of battery life and on site free of cost replacement warranty support for the contract tenure. Bidder will have to submit the undertaking along with test certificate confirming the life of proposed battery on its letter head duly signed and stamped by its competent authority. In case of degradation of battery performance during contract tenure, it will be in successful bidder's scope to replace the battery without any additional cost to GFGNL (i.e. batteries with lesser life is also qualified subjected to multiple replacements to meet the RFP requirement of 10 years of life, without any additional cost to GFGNL). Bidder will have to mention the no. of replacements considered in quoted bid during the contract period of 10 years. In the Past Gujarat has not seen any major power outage. Further, maintaining required cooling is also in the scope of bidder, so bidder and OEM needs to submit joint undertaking for meeting RFP requirement.</p> <p>d) Module charging voltage: Between -48V to -56V</p>
12	Expected Battery life (EoL)	<p>a) Under ideal conditions i.e. moderate ambient temperature (10°C to 35°C). However, the same battery at an average temperature of 35°C in cyclic discharge application to 80% DOD (depth of discharge) will have to give min. <b>ten(10)</b> years of operational life and one time replacement after 7 years or during the warranty period(5+2) years.</p> <p>b) Depth of Discharge (DOD) is defined as the ratio of quantity of electricity (in Ampere-hour) removed from a cell or battery on discharge to its rated capacity.</p>
13	Installation	<p>a) Battery Bank, SMPS should be installed on a Non-corrosive stand/ or installed in separate Rack, stand/rack should be capable to withstand the load of SMPS and Battery bank.</p> <p>b) Battery stacking shall be done with a view to optimize floor space as per floor diagram and loading. The Contractor shall provide the necessary installation arrangements including grouting, base frames etc.</p> <p>c) Bidder will have to install the rack /stand &amp; commission the SMPS &amp; battery bank such that minimum space is occupied in telecom shelter</p> <p>d) However, Supply, Installation and commissioning, O&amp;M of FDMS &amp; OLT equipments will not be in the scope of Bidder</p>

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Parameters	Minimum Specifications
1 4	Other	SMPS with minimum 16KW capacity Battery Management System(BMS) with Li-ion battery, BMS to monitor the performance parameters of the utility and alarms and control the charging current of battery with all latest features

Note:

Bidder has to supply and provide warranty (5 years warranty and additional 2 years extended onsite replacement warranty) through OEM. Bidder will be solely responsible to replace the battery bank at the end of 7 years for the cases which are not replaced during 7 (5+2) years warranty period.

#### AIR CONDITIONING

#	Particular	Minimum Specification
1	Total Cooling capacity	Min 2TR twin Circuit without FCU, Commercial Grade ACs.
2	Rated Voltage	230V Single phase – 50Hz, 48VDC
3	Refringent used	R32
4	Timer facility	Yes
5	Display panel	Yes
6	Mat. Type of Tube	Internally grooved Copper
7	Evaporate Air flow	Minimum 600 CFM
8	General	<p>1. There shall be two A/Cs of equal Tr capacity at each infrastructure site. Whole unit/cabinet shall be outside the shelter/room with the requirement of at the most two cutouts in the shelter/room wall; one for supply-air &amp; the other for return-air.</p> <p>2. Weight of the unit has to be supported on a galvanized steel stand, of requisite height as per the site condition, designed to carry the static &amp; dynamic load of the unit continuously. The stand shall be properly grouted at site. The A/C unit shall be powder coated with 50micron thick layer</p>

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Particular	Minimum Specification
9	Supply, installation commissioning of AC	<ol style="list-style-type: none"> <li>1. The unit in itself shall be weatherproof so as to safeguard the components inside.</li> <li>2. The evaporator filter shall be of washable (using water) type.</li> <li>3. Built-in thermal overload shall be provided in each A/C.</li> <li>4. Opening in which the A/C is installed should be sealed to prevent air-leakage.</li> <li>5. A/C units should be ruggedly fixed to ensure minimum vibration during operation.</li> <li>6. Manufacturer's written-down procedure should be strictly adhered to regarding vacuuming, buffering &amp; gas charging.</li> <li>7. Interiors of the A/C equipment must be cleaned before switching it ON. Else the accumulated dust inside the A/C will spread in the room.</li> <li>8. Check the tightness of all electrical terminations before switching ON the A/C.</li> <li>9. There should be no loose nut-bolt/screw/joint in the A/C.</li> <li>10. During testing of both the A/Cs, simulate all the alarms. We should get all the alarms on the controller in auto &amp; manual modes.</li> <li>11. Potential free contacts shall be provided to transmit each alarm. 10m of alarm-cable shall be provided and the same shall be extended to "alarm extension terminal block" within the shelter.</li> <li>12. Required electrical cabling including cabling from the nearest available electrical socket, MCB installation, piping supply &amp; fixing of drainpipe etc. as per requirement. If manufacturer is not providing any free material along with machine, then agency will have to supply the same to successfully comply to the scope of work of this RFP. Electrical cable must be joint free and continuous.)</li> </ol>
10	Controller requirement	<ol style="list-style-type: none"> <li>1. Microprocessor type with ability of measuring ambient and shelter temperature and humidity and display through LED and alarm output. (Either External or inbuilt humidity sensor with display and alarm is required.)</li> <li>2. Facility to operate the A/Cs in either Auto or manual mode shall be provided. Changeover from auto to manual mode &amp; vice-versa shall be simultaneous for both A/Cs.</li> </ol>



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Particular	Minimum Specification
		1. Temperature to be maintained inside the shelter/room shall be settable from 22°C to 30°C 2. ACs should work even at 50 °C outside temperature 3. In any mode (auto or manual), temperature in the shelter/room shall not vary more than +/-2°C from the set value. 4. Only one A/C shall operate at any point of time; And the cycling of A/Cs shall happen every 6 hrs. 5. I/P power available will be 1f, 230V +/-10% AC, 47.5-51.5Hz.
11	Certification/Rating	IS 1391

#### Warranty of Air conditioner:

- Bidder shall have to provide 5 years + 5 years(EoL) extended onsite warranty of compressor unit including controller and whole air-conditioner unit against manufacturing defect and 1-year onsite replacement warranty of whole unit. Warranty will start after successful completion of FAT of unit at site.
- User Manuals: Simple user-friendly operating guidance should be provided by PIA through OEM.

#### SPLIT AIR CONDITIONER INDOOR

#	Particular	Specification for 2 Ton
1	Cooling capacity	2 Ton
2	Dehumidification	Yes
3	Remote control	Yes
4	Timer facility	Yes
5	Display panel	Yes
6	Condenser coil of main unit & outdoor unit	Copper
7	Certification/Rating	IS 1391 & Minimum 4 star
8	Refringent used	R32

#### Note:

- GFGNL may ask bidder to install AC unit in pair with controller or may ask for single unit installation as per site requirement on 15% of the sites of total scope mentioned in this RFP where in indoor space will be allotted in building premises.
- BEE Star rating (should be 4 star and above) will be applicable for split AC and PAC.
- The successful bidder should emboss stickers of GFGNL /purchase order number on the material supplied & installed.
- Product catalogue for the model quoted is to be attached with the sealed quotation.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

5. GFGNL may ask bidder to install AC unit in pair with controller or may ask for single unit installation as per site requirement along with required electrical cabling till existing controller unit.
6. Controlling module with display and auto switch over facility should be installed by Bidder on location provided by GFGNL. Controller will display the room temperature and will allow to adjust the cut of time between Air conditioner units. Initial setting will be done for AC switchover once every six (6) hours.
7. Installation and commissioning of AC units (including drilling, outdoor stand installation for outdoor unit, installation of indoor & outdoor units along with controller, white cementing, required electrical cabling including cabling from the nearest available electrical socket, MCB installation (of 25 Amp), copper piping supply & fixing of drain pipe etc. as per requirement. If manufacturer is not providing any free material along with machine, then agency will have to supply the same to successfully comply to the scope of work of this RFP. Electrical cable must be joint free and continuous.)
8. The Bidder should have required tools for AC installation and shall be responsible for making power socket arrangements, MCB installation etc. Electrical cable must be joint free and continuous.
- a) The Bidder shall have to resurface and restore the civil works in case of any damage done during the execution of work at exchange.

**Existing Inventories of Servo Stabilizer (Only AMC is required)**

Sr No	Rating	OEM	Warranty (already taken) (In Years)	Nos	Contract start
1.	7.5 KVA	Sarthi ABC Power Systems	1	17	Old supply
2.	10 KVA	JV industrial technology	1	10	Old supply
3.	10 KVA	UNITOP Single Phase Air Cooled IP55 Servo Stabilizer)	1	60	02-Jul-22
4.	10 KVA	UNITOP Single Phase Air Cooled IP55 Servo Stabilizer)	3	17	16-Feb-23
5.	10 KVA	UNITOP Single Phase Air Cooled IP55 Servo Stabilizer)	3	17	26-Dec-22
6.	10 KVA	UNITOP Single Phase Air Cooled IP55 Servo Stabilizer)	3	17	01-Mar-23
7.	10 KVA	UNITOP Single Phase Air Cooled IP55 Servo Stabilizer)	3	17	06-Feb-23
8.	10 KVA	RS Power	3	179	13-Sep-23
9.	3*16 KVA	RSPower	3	21	13-Sep-23

Detail on Package wise Please refer in the Annexure-XVI.

**3-PHASE SERVO STABILIZER**

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Specification	Sub-Spec	Value
GENERIC	Conformation of servo motor operated LVC to	IS:9815 (Pt-1) for single phase
	KVA rating (KVA)	No of Phase: Three, Rated KVA: 3 x16
	BIS Marked	Yes
	CM/L No (BIS Marked if Yes must declare CM/L Number IF No Write NA)	IS 9815-1
	Warranty (Years)	5 Years + 5 Years
CONSTRUCTIONAL	Number of phases on output	Three ( 3 single phase connected in star)
	Input voltage range per phase (Volt)	110-300
	Output (Volt) (+/- 1%)	415 volt
	Type of cooling	Air cooled
	Quantity of oil (Litres)	NA
	Transformer (s) winding material	Copper
FUNCTIONAL	Efficiency at rated output (%)	>= 95%
	Power factor	>=0.95
	Continuous duty	Yes
	No load loss at minimum rated input (Watt), and maximum rated input voltage (Watt) shall conform to IS:9815 latest:	Yes
	Full load loss at minimum rated input and at maximum rated input voltage (Watt) shall conform to IS:9815 latest:	Yes
CERTIFICATIONS	Availability of Type test report from Central government/NABL/ILAC accredited laboratory to prove conformity to the specification	Yes
	Test Report No	Required
	Test Report date	Required

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Specification	Sub-Spec	Value
	Name of Lab	Required
	Address of Lab	Required

#### 1-SINGLE PHASE SERVO STABILIZER

Specification	Sub-Spec	Value
GENERIC	Conformation of servo motor operated LVC to	IS:9815 (Pt-1) for single phase
	KVA rating (KVA)	No of Phase: Single, Rated KVA:10
	BIS Marked	Yes
	CM/L No (BIS Marked if Yes must declare CM/L Number IF No Write NA)	IS 9815-1
	Warranty (Years)	5 Years + 5 Years
CONSTRUCTIONAL	Number of phases on output	Single
	Input voltage range per phase (Volt)	110-300
	Output (Volt) (+/- 1%)	240 Volt
	Type of cooling	Air cooled
	Quantity of oil (Litres)	NA
	Transformer (s) winding material	Copper
FUNCTIONAL	Efficiency at rated output (%)	>= 95%
	Power factor	>=0.95
	Continuous duty	Yes
	No load loss at minimum rated input (Watt), and maximum rated input voltage (Watt) shall conform to IS:9815 latest:	Yes
	Full load loss at minimum rated input and at maximum rated input voltage (Watt) shall conform to IS:9815 latest:	Yes
CERTIFICATIONS	Availability of Type test report from Central government/NABL/ILAC accredited laboratory to prove conformity to the specification	Yes
	Test Report No	Required
	Test Report date	Required
	Name of Lab	Required
	Address of Lab	Required

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#### AUTO-CHANGE OVER SWITCH SPECIFICATION

Sr. No	Particular	Description
1.	Application	Electric transfer Switch that switches load between Mains and Generator and limit current at Generator end
2.	Changer Type	Automatic Change Over
3.	Features	1) Microcontroller based circuit for the faster and better response. 2) Operational status indication. 3) Reset Provision 4) Mode Selection Feature
4.	Main Current Voltage	40A & 415V
5.	Gen Current and Voltage	6-40A & 230V (P-N) & 6-40A & 415V (P-N)
6.	Frequency	50Hz
7.	Duty	Continuous
8.	Conditional Short Circuit	5kA
9.	Electrical Life	20000 ops or better
10.	Protection	IP-20
11.	Operating Temperature	up to 55 degree C
12.	Mounting	Wall Mounting/Surface Standing (As per site requirements)
13.	Enclosure Protection	IP-52 (CRCA)
14.	Standard Conformity	IEC 60947-6
15.	Warranty	5 Yr. OEM warranty

#### FENCING

Sr. No.	Particular	Minimum Specification
1	Fence Fabric	Mesh Size 50 x 50mm
		Dia of mesh wire 2mm
		Both ends Knuckled including three-line wires(at top, center and bottom)
		ISI marked,IS:2721/2003
2	Length fabric roll	15.00 mtr
3	Chain link fence	Fixed with angle iron with the help of 3xMS round bar 10mm dia one each at top,middle and bottom of the mesh fabric.
4	Nut and bolts	Diameter : 5 Nos x 60mm long with 12mm
		Along with 2(two) numbers of 3 mm steel washers at equal interval from ground level to "Y" neck of each angle
		(reference diagram below)

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#### MAIN GATE

Sr. No	Description	
1	Door Type	Double Door
2	Frame Material	(50 50 mm iron post)
3	Filling	mesh of iron bar having thickness 3 mm
4	Minimum weight	35 kg
5	Paint	Two coats of synthetic enamel paint over a coat of corrosion resistant coating of red oxide.
6	Locking arrangement	Both side (inner / outer)
7	Covering	Iron plat (minimum 2 mm) covering up to 1 ft from ground level and Top
8	Branding	GFGNL Logo on top of the gate (both side)
		(Position Indicated in blue circle in below sketch for reference)
9	Height	1830 mm
10	Width	1830 mm

#### PATH WAY

Sr. no.	Parameters	Minimum Specifications
1	Pathway from Main Gate to Shelter	3 ft. X 5 ft. (Approx)
		Note: minimum 4" thickness of RCC for pathway and dimension may vary based on actual site condition However, Payment will be made on actual basis

#### FCU

Sr. no.	Parameters	Minimum Specifications
1	Free Cooling Unit	1 nos with single Centrifugal FAN
2	Temperature range	Shelter set at 24 °C - 35°C and Free cooling set at 24 to 33°C, variable to customize
3	Mounting Type	Wall Mount with supporting strips, sealant to avoid any leakages
4	Duty operation	24 Hours

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr. no.	Parameters	Minimum Specifications
5	Discharge Type	Front
6	Air Suction	from machine bottom
7	Air Flow	Min 2000 cfm
8	Hot Air Exhaust	Hot Air Exhaust with pressure and exhaust grills with rain protector hood
9	Compatible with	Single / Three phase
10	Fan Speed	Variable
11	Voltage	36-57 DC
12	Casing material	GI / Rust proof
13	IP Standard	Min. IP 54
14	FCU Controller Type	Single with display
15	FCU Controller Modes	Auto for normal operation, Free cooling mode, Manual for emergency, etc.
16	Alarms	AC cut off, FAN issue, etc.
17	Features	Capable of activating FCU when Ambient temperature is within pre-set desired limit and disconnecting the AC's. FC U run hours shall be measured & can be displayed The controller shall have green LEDs for Power, Fan and Red LED for Alarm. Ability of measuring ambient and shelter temperature with Alarm output. Fire Sensing required Filters with min 20u removal for cleaning and mesh to avoid rat/insect entry
18	Warranty and Support	10 years

#### 2MP OUTDOOR BULLET CAMERA

Sr. No	Camera Characteristics	Minimum Specification
1.	Image Sensor:	1/2.8" Progressive Scan CMOS
2.	Max Resolution:	2 MP 1920X1080
3.	Lens	Motorized Varifocal Lens with min 10X Optical Zoom (6~60mm)"
4.	Min Illumination:	Colour 0.002 Lux
5.	WDR	True 120 dB
6.	Day Night Operation	Automatic using IR Cut filter
7.	Viewable IR Distance	50 Meter or better
8.	Video Streams:	Min.3 configurable streams in H.265, H.264 or MJPEG , configurable frame rate and bandwidth Camera should support maximum 8Mbps Video Bit Rate
9.	Video Compression	H.265 or equivalent
10.	Video Streaming	H.265 Mainstream - 1920 x 1080 @50 fps and Secondary Stream - 640 x 480 @25 fps



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr. No	Camera Characteristics	Minimum Specification
11.	Image Settings	Rotate mode, saturation, brightness, contrast, sharpness, gain, white balance
12.	Audio	Mic (Line) Input: On / Off Audio Output: On / Off
13.	Alarm	2 Input and 2 Output
14.	Protocol	TCP/RTP SNMP
15.	Security	Password protection, HTTPS encryption, 802.1X authentication, Digital watermark, IP address filter, Digest authentication for HTTP/HTTPS, security audit log.
16.	Edge Storage	Each camera be supplied with ONVIF Profile G.
17.	Edge VA	<ul style="list-style-type: none"> <li>• Motion detection</li> <li>• Intrusion detection</li> <li>• Scene changes detection</li> </ul>
18.	Operating Temperature	-30 to 60 Deg C
19.	Power Option	Wall Mounted DC PoE (IEEE802.3at/af, class 3/4) * *Note: (Only DC input will be available in shelter)
20.	Certification	IP67, IK10 (IEC 62262:2002) rated Metal Body
21.	Mounting Kit	Bullet camera to supplied with suitable wall mount/Pole Mount kit as per site requirement without any additional cost
22.	Certificate	BIS
23.	Warranty	5 Yr. OEM warranty

\*Quoted CCTV OEM should be full time/ affiliate ONVIF Member

Bidder will have to plan cloud solution to install mobile and web based applications. For All CCTV cameras feed needs to store at adjacent NVR and comply government based Meity guidelines.

It is again up to bidder to design technical solution of connectivity of all CCTV cameras with central server location where video feeds of these cameras will be monitored in real time.

For MeiTy complied cloud based VMS, mobile and web base applications. Further, cloud based VMS should provide functionality to watch real time video feed as well as video feed recorded on NVR atleast for 1-month old duration. For that VMS/NVR should provide feature to specify from & to date & time stamp for which recorded video is to be watched.

Selected bidder is responsible to establish for this end to end connectivity so, that will monitor operations of the centrally in real time from network operating Centre, Gandhinagar.

After 1 month of duration, footage needs to delete except the cases are registered or asked by the GFGNL for reference purpose for the entire duration of the contract and needs to flag for easy monitoring.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#### FIRE SUPPRESSION SYSTEM- CLEAN AGENT

Sr. No.	Parameters	Type
1	Extinguishing Agent	Clean Agent, C3F7H or equivalent chemical which will not harmful to active network elements performance.
2	Capacity(in Kg)	Atleast 5 Kg or above
3	Can Construction	Mid Steel
4	Automatic Activation Temperature	Auto activate on or above 65°C
5	Diameter(in mm)	Not more then 250mm
6	Test Pressure(in Kg/Sq. cm)	35
7	Super Charge Pressure(in Kg/Sq. cm)	<=15
8	Discharge Time(In seconds)	<= 10 sec
9	Mounting	Ceiling Mounting type
10	Type	Modular, self-pressuring, automatic operation(auto actuator)
11	Gross weight	Up to 8 Kg.
12	Area Coverage	Minimum 4 Sq.m

#### SOLAR PANELS (8 PANELS OF 540W EACH) SPECIFICATION

Sr. No.	Specification	Details
1	Panel Type	Monocrystalline (PERC or BIFACIAL)
2	Rated Power	540W per panel
3	Number of Panels	8 panels
4	Total Power Output	4.32 kW (8 x 540W)
5	Maximum Power Current (Imp)	>12 Amp atleast
6	Efficiency	18% – 22% (typical for high-efficiency solar panels)
7	Operating Temperature Range	-10°C to +85°C
8	Weight	<=30Kg
9	Frame Material	Anodized Aluminum
10	Warranty	Minimum 25 years performance warranty, 10 years product warranty
11	Certification	IEC 61215, IEC 61730, ISO 9001:2015
12	Other information	All equipment's are planned to work on -48V DC

### HYBRID INVERTER SPECIFICATION (FOR 4 kW AND ABOVE SYSTEM)

Sr. No.	Specification for Hybrid Inverter	Details
1	Inverter Type	Single Phase Hybrid Inverter
2	Rated Power Output	4 KW and above
3	Surge Power (Peak)	Type II (DC) Type II (AC)
4	MPPT Voltage Range For Solar Panel	150-425 VDC
5	Nominal DC Input Voltage	48 V DC
6	Battery Voltage Range	40-60 VDC
7	Output Waveform	Pure Sine Wave
8	Maximum Efficiency	97%
9	Idle Consumption	50 W
10	MPPT Efficiency	99%
11	Protection Features	Overload protection, short circuit protection, overheat protection, Overvoltage Protection, Ground Fault Current Monitoring
12	Battery Charging	MPPT with Self adaption to BMS
13	Battery Voltage Compatibility	-48V DC (compatible with lead-acid or lithium batteries)
14	Cooling Type	Natural Colling
15	Operating Temperature Range	-40C to +60C
16	Weight	<=20 KG
17	Warranty	5 years + 5 Year extended warranty
18	Certifications	IEC61727, IEC62116, IEC61000
19	Features	Inbuilt Zero Export , Remote monitoring thru RJ45, Compatible with 600 AH Battery Bank (Li-Ion and VRLA)

#### Note:

- Solar Inverter and alarm of solar system like but not limited to failover from grid to solar and vice versa, working and faulty panel details, etc. should be integrated with the GFGNL network and remotely manageable. Auto switchover from row power grid (DISCOM) to Solar and vice versa required.

## SECTION-6 IMPLEMENTATION TIMELINE & PENALTIES

- i) GFGNL will give intimation order to selected Bidder with the list of number of existing shelters to be upgraded and one separate for new shelters counts.
- ii) The bidder will have to carry out joint field survey for each location with all related stakeholders and submit the details to GFGNL for BOQ approval.
- iii) GFGNL will approve based on feasibility report, capex, field situation & final requirement of respective departments and fund availability.
- iv) Successful bidder has to complete the Installation/ Commissioning/ Acceptance of the ordered work within the time period (s) specified in the below table. However, in case of any delay solely on the part of successful bidder, tenderer reserve the right to levy the appropriate penalties as per the below table,

### 6.1 Timelines for New Shelter

Sr No	Milestone	Deliverables	Timelines for existing shelter upgradation	Penalty
1	Work Order/Lol shared by GFGNL	To be released to Selected Bidder by GFGNL	T0	NA
2	Draft Contract Shared by GFGNL to selected Bidder	To be released to Selected Bidder by GFGNL	T1=T0+7 Calendar days	NA
3	Signing of Agreement	Agreement and Performance Bank Guarantee	T2= T1+15 Calendar days	Rs 50,000 /- per week up to 4 weeks (Considering 7 days a week including weekend), beyond 4 week or part thereof Tenderer may cancel the letter of award/work order and forfeit EMD of selected bidder.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr No	Milestone	Deliverables	Timelines for existing shelter upgradation	Penalty
4	Joint Survey for Site finalization	i) Joint Visit shall be offered by the agency within 7 working days. ii) Finalization of Site clearance date	T3=T1+30 Calendar days	Rs 500 /- per day in delay in offer (site readiness or problem) in writing for site visit by the agency.
5	SCD(Site Clearance Date) with Space allotment from GFGNL/ concern authority	i) Site clearance with finalization of Site space/location based on whitechunna marking in presence of concern authority with submission of valid proof. ii) <b>Proposed Site BOM,BOQ.</b>	T4=T3+15 calendar days as per concern authority approval	Intentional delay on the part of bidder will be penalized at Rs. 500/- per day. However, delay not attributed to bidder will not be considered as his fault/not be penalized.
6	SITC of supplied equipment as per scope of work of this RFP for existing BharatNet Phase-II ( For the cases of existing Shelter upgradation) and completion of conditional acceptance	i) Delivery Challan ii) Invoice Copy iii) Installation and commissioning Report with photos and LLD alongwith conditional acceptance report from GFGNL or its authorized agency	T5 = T4+90 calendar Days	<b>Rs. 3,200/- per day delay of each calendar day after 90 calendar days (from the date of intimation order other than non-service affecting line items.</b>  <b>For delayed line items attributable to bidders, penalized 2% of total value of proposed BOQ per week up to 2 weeks or part thereof, further 4 % per week up to 4 weeks or part thereof after 90 calendar days (from the date of SCD(Site clearance Date in completion of work) other than non-service affecting line items.</b>

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr No	Milestone	Deliverables	Timelines for existing shelter upgradation	Penalty
7	Cooling Period of 3 Months for Stability	i) FAT: Clearance of all punch points of infrastructure site with all equipments and submission of final acceptance test report from GFGNL or it's authorized agency. ii) Submission of Site valid Insurance copy warranty assurance certificate subjected to yearly warranty/AMC certificate iii) Warranty assurance & Insurance certificate ( yearly and commitment for 10 years) warranty/AMC payment issued by respective OEMs for each hardware	$T6 = T5 + 90$ calendar Days	On non-achievement of SLA, penalized 2% of total value of complained item (as per Price BOQ) per week up to 2 weeks or part thereof, further 4 % per week up to 4 weeks or part thereof. Delay Beyond 4 weeks from Schedule timeline, GFGNL may terminate the contract and Forfeit the PBG)
8	After 1 year of defect liability period after commissioning	99% network uptime for each month of each component	$T7 = T6 + 365$ calendar Days	5% of total value (as per Price BOQ) on non- achievement of monthly average uptime (service and non-service affecting) of all integrated item under this RFP scope at each shelter Delay Beyond 4 weeks or part thereof from Schedule timeline, GFGNL may terminate the contract and Forfeit the PBG)

**Note:**

- Maximum Lot size will be with 50 shelter counts for new shelter sites and bidder has to adhere the timelines of 90 calendar days for all sites.
- In the event, tenderer may release two or three lots at a time and in that case the bidder will have to execute the lot/s in parallel. For this, Bidder has to maintain the end-to-end site integration run rate minimum 90% sites in 90 days. And remaining sites will need to complete withing additional 90 days of time period. However, the penalty will be half for those pending 10%/qualified sites.

## 6.2 Timelines for Existing Shelter upgradation

Sr No	Milestone	Deliverables	Timelines for existing shelter upgradation	Penalty
1	Work Order/Lol shared by GFGNL	To be released to Selected Bidder by GFGNL	T0	NA
2	Draft Contract Shared by GFGNL to selected Bidder	To be released to Selected Bidder by GFGNL	T1=T0+7 Calendar days	NA
3	Signing of Agreement	Agreement and Performance Bank Guarantee	T2= T1+15 Calendar days	Rs 50,000 /- per week up to 4 weeks (Considering 7 days a week including weekend), beyond 4 week or part thereof Tenderer may cancel the letter of award/work order and forfeit EMD of selected bidder.
4	Joint Survey for Site feasibility on additional items requirements at existing shelter/s	i) Joint Visit shall be offered by the agency within 3 working days. ii) Finalization of Site clearance date	T3=T2+7 Calendar days	Rs 500 /- per day in delay in offer (site readiness or problem) in writing for site visit by the agency.



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr No	Milestone	Deliverables	Timelines for existing shelter upgradation	Penalty
5	SITC of supplied equipment as per scope of work of this RFP for existing BharatNet Phase-II ( For the cases of existing Shelter upgradation) and completion of conditional acceptance	i) Delivery Challan ii) Invoice Copy iii) Installation and commissioning Report with photos and LLD alongwith conditional acceptance report from GFGNL or it's authorized agency	T4 = T3+30 calendar Days	3% of total value of delayed item (as per Price BOQ) for 4 weeks or part thereof from Schedule timeline, GFGNL may terminate the contract and Forfeit the PBG)
6	Cooling Period of 3 Months for Stability	i) FAT: Clearance of all punch points of infrastructure site with all equipments and submission of final acceptance test report from GFGNL or it's authorized agency . ii) Warranty assurance & Insurance certificate ( yearly and commitment for 10 years) warranty/AMC payment issued by respective OEMs for each hardware	T5=T4 + 90 calendar Days	3% of total value of delayed item (as per Price BOQ) for 4 weeks or part thereof from Schedule timeline, GFGNL may terminate the contract and Forfeit the PBG)
7	After 1 year of defect liability period after commissioning	99% network uptime for each month of each component	T6=T5+365 calendar Days	5% of total value (as per Price BOQ) on non- achievement of monthly average uptime (service and non-service affecting) of all integrated item under this RFP scope at each shelter Delay Beyond 4 weeks or part thereof from Schedule timeline, GFGNL may terminate the contract and Forfeit the PBG)

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

**Note:**

- Maximum Lot size will be with 50 existing shelter counts for new shelter sites and bidder has to adhere the timelines of 30 calendar days for all sites.
- In the event, tenderer may release two lots at a time and in that case the bidder will have to execute the lot/s in parallel. For this, Bidder has to maintain the end-to-end site integration run rate minimum 90% sites in 30 days. And remaining sites will need to complete withing additional 30 days of time period. However, the penalty will be half.
- Maximum penalty ceiling (For Capex) for new and existing shelter activities falling in above criteria's for any site / location shall be equal to 20% of the actual payable capex value certified for that site / location.
- Delivery beyond 3 Months (90 days) bidder will be fall under remaining of the actual payable capex value certified for that site/location (This will be beyond the cap limit of overall installation phase).
- All the timeline mentioned in above table will be calculated from the actual date of completion of respective previous milestone.
- GFGNL's decision to impose penalty and the assessed amount there on shall be final and binding on the selected bidder.
- For one-year defective liability period bidder has to raise the quarterly invoice for payment.

## **SECTION-7 PAYMENT CRITERIA**

### **Terms of Payment**

- a) No advance payment (s) will be made.
- b) Bidder can be able to submit invoice every monthly.
- c) Monthly raised invoice should include total value of material installed at various sites.
- d) The taxes shall be mentioned separately and will be applicable as actual as per the time of billing. All invoices should be raised from Gujarat.
- e) Installation charges will be paid after satisfactory installation & commissioning of shelter cabin with mentioned Equipment's in BoQ post certified by GFGNL.
- f) Payments will be made within 30 days from the date of submission of final tax invoice along with valid report accepted by GFGNL.
- g) No payment will be admissible for goods rejected.
- h) For 1-year defective liability period, for any site in a quarter, 90 days will be considered in a quarter for the purpose of calculating prorata. 1 year of defect liability period amount for running 1st quarter of 1 year of defect liability period for any completed site.
- i) Actual will be paid based on number of porta cabins/Shelters with infrastructure installed post certification by GFGNL or it's authorized agency.
- j) Payment process will be initiated for all accepted sites (sites completed within define milestones of delivery timelines & accepted by GFGNL) out of total sites included in the intimation / order upon acceptance by GFGNL.
- k) Payments shall be released after certification of delivery and installation by GFGNL or its appointed agency.
- l) All payments shall be made in Indian rupees only (INR) through Cheque/RTGS.
- m) Payment shall be released against the valid invoices raised by supplier on providing all relevant documents timely, including acceptance testing report duly signed and approved by GFGNL or it's authorized agencies and are complete in all respect and subsequent approval.
- n) The taxes shall be mentioned separately and will be applicable as actual as per the time of billing. All invoices should be raised from Gujarat.
- o) **Defect and Replacement:** If any item become non-functional / faulty within 1 year from the date of go-live/after successful completion of FAT, then bidder is liable to replace (fresh/new equivalent or higher product. Refurnished or repaired item is not allowed) the item without additional cost to GFGNL.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

### 7.1 Payment criteria for New Shelter

#	Milestone	Deliverables	For New Shelter	Payment
1	SITC of supplied equipment as per scope of work of this RFP and completion of conditional acceptance	i) Delivery Challan ii) Invoice Copy iii) Installation and commissioning Report with photos and LLD alongwith conditional acceptance report from GFGNL or it's authorized agency	T5 = T4+90 calendar Days	<del>50%</del> 65% Capex value of Total work value for 1 porta cabin with infrastructure as mentioned in the execution order
2	Cooling Period of 3 Months for Stability	i) FAT: Clearance of all punch points of infrastructure site with all equipments and submission of final acceptance test report from GFGNL or it's authorized agency. ii) Warranty assurance certificate (yearly and commitment for 10 years) warranty/AMC payment issued by respective OEMs for each hardware Submission of Site valid Insurance copy warranty assurance certificate subjected to yearly warranty/AMC certificate	T6=T5 + 90 calendar Days	<del>20%</del> 15% Capex value of Total work value for 1 porta cabin with infrastructure as mentioned in the execution order
3	After 1 year of defect liability period after commissioning	99% network uptime for each month of each component  Meet the expectation of section 8 subclause iv for SLA for the Hardware/Service component.	T7=T6+365 calendar Days	<del>30%</del> 20% Capex value of Total work value for 1 porta cabin with infrastructure as mentioned in the execution order

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Milestone	Deliverables	For New Shelter	Payment
		Submission of Site valid Insurance copy warranty assurance certificate subjected to yearly warranty/AMC certificate		

**Note:**

The line items/ clause not attributable to the bidder and not in control of the selected bidder (like if BharatNet Phase-III PIA network elements not integrated at Shelter) will be excluded for penalty.

## 7.2 Payment criteria for Existing Shelter Upgradation

Sr No	Milestone	Deliverables	For Existing Shelter Upgradation	Payment
1	SITC of supplied equipment as per scope of work of this RFP for existing BharatNet Phase-II ( For the cases of existing Shelter upgradation) and completion conditional acceptance	i) Delivery Challan ii) Invoice Copy iii) Installation and commissioning Report with photos and LLD alongwith conditional acceptance report from GFGNL or it's authorized agency	T4 = T3+30 calendar Days	50% 65% of total value of material installed at various sites as derived from the certified installed quantity and unit price discovered in priced BOQ in given existing porta cabin(shelter).
2	Cooling Period of 3 Months for Stability	i) FAT: Clearance of all punch points of infrastructure site with all equipments and submission of final acceptance test report from GFGNL or it's authorized agency . ii) Warranty assurance & Insurance certificate ( yearly and commitment for 10 years) warranty/AMC	T5=T4 + 90 calendar Days	20% 15% of total value of material installed at various sites as derived from the certified installed quantity and unit price discovered in priced BOQ in given existing porta cabin(shelter).

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr No	Milestone	Deliverables	For Existing Shelter Upgradation	Payment
		payment issued by respective OEMs for each hardware		
3	After 1 year of defect liability period after commissioning	<p>99% network uptime for each month of each component Warranty and extended warranty Certificates of OEM</p> <p>Meet the expectation of section 8 subclause iv for SLA for the Hardware/Service component.</p> <p>Submission of Site valid Insurance copy warranty assurance certificate subjected to yearly warranty/AMC certificate</p>	T6=T5+365 calendar Days	<p>30% 20% of total value of material installed at various sites as derived from the certified installed quantity and unit price discovered in priced BOQ in given existing porta cabin(shelter).</p>

**Important Note on Payment:**

a) The line items/ clause not attributable to the bidder and not in control of the selected bidder (like if BharatNet Phase-III PIA network elements not integrated at Shelter) will be excluded for penalty.

b) **For the existing Shelter with all inventories,**

It is the bidder's responsibility to provide the AMC of existing shelter's with all installed items later after 2025 (as per Annexure-XVII) progressively till the end of new contract duration (i.e., 10 years, i.e., including implementation period, defective liability period, AMC warranty support) under this RFP scope. The GFGNL will enforce the past MAF given by the existing OEM (through past agency) for as part of contractual obligations entered by the existing OEM and past agency. Since, it is the responsibility of bidder to provide existing and new shelter with including all active and passive equipments, remaining years of comprehensive onsite warranty, the same warranty payment at fixed rate of 3% of first 5 years and later 4% from the 6th to 10th year of earlier discovered rate of line items will be paid by GFGNL.

c) **For the newly created Shelters with all inventories, and newly installed inventories including existing Servo Stabilizers (1Phase and 3 Phase) at existing shelter,**

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

It is the bidder's responsibility to provide the AMC of newly created shelter with all inventories and upgraded existing shelter's inventories till the end of new contract duration(i.e., 10 years)from the successfully completion of FAT date under this RFP scope. The comprehensive onsite warranty at fixed rate of 3% of first 5 years and later 4% from the 6th to 10th year will be paid to new PIA separately as a part of AMC payment.

**Notes:**

**Delay in Providing AMC**

- Delay in providing AMC/Warranty support result in deduction in 5% of Quarterly payment of AMC amount for 4 weeks or part thereof. GFGNL may terminate the contract and Forfeit the PBG.
- Maximum penalty ceiling (For delay in AMC/Warranty support) for new and existing shelter activities falling in above criteria's for any site / location shall be equal to 20% of the actual payable AMC/warranty value certified for that site / location.



## **SECTION-8 SERVICE LEVEL AGREEMENTS DURING 1YEAR DEFECTIVE PERIOD**

### **i. SLA Objectives:**

- a) Service Levels play an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure required quality & uptime of the device. Bidder shall provide on-site maintenance and support services during the period of contract as per SLA for complete solution.
- b) The service levels shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
- c) In case penalty reaches maximum (20% of QGR) for two consecutive quarters, the purchaser (GFGNL) may invoke termination clause as per RFP.
- d) No penalty shall be levied, for failures due to reasons not attributable to the Bidder.

### **ii. SLA Duration:**

Timings : 365X24X7 for contract duration.

### **iii. SLA Matrix:**

The Successful bidder shall provide the required services as per SLA matrix given below.

<b>SLA Matrix</b>	
<b>Window</b>	<b>Maximum Rectification Time</b>
>=8:00AM to <10:00PM	4 Hrs.
>=10:00PM to <8:00AM	6 Hrs.

Downtime shall start from the date and time of reporting of problem to Helpdesk or identified by the successful bidder. Penalty shall start after expiry of maximum rectification time from reporting of fault.

### **iv. Planned Down Time:**

- a) The successful bidder has to seek prior approval (at least 24 Hours before) from the GFGNL competent authority/ designated authority for the planned downtime required, if any.
- b) The planned downtime would not be added to the SLA downtime.
- c) The planned downtime shall be permitted during any time between window 10.00 PM to 8.00 AM. Planned downtime extension will be subject to approval of GFGNL else will be consider in SLA post 8:00 AM.
- d) Selected Bidder has to ensure to check pre-feasibility for all relevant things for each element integration like but not limited to laying of patch cords, power cables (with all safety measures), space, new node readiness, FCU, CCTV, Servo stabilizer(1-Phase,3-Phase), firefighting/safety equipment, etc. before plan event for smooth activity and to minimize network outage.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- e) The selected bidder has to take all proper safety precautions and not to damage any of the existing resources physically and/or logically. Bidder has to ensure no disturbance to existing link traffic till final migration on new deployed network.
- f) If any damage occurs to the existing link/ infrastructure due to the bidder's actions, the GFGNL has the right to recover the damages. The recovery amount will be calculated as follows:

Penalty on damaging existing resources.

- If Partially damage nonservice affecting, 10% of material cost as conveyed by GFGNL,
- Any kind of damage (permanent or partial) with service affecting twice of full cost of the material will be penalized to selected bidder.
- For live service affecting per instances penalty will be applied to selected bidder based on Sites Overall Billing $\times$ 15% $\times$ Number of Sites affected due to damage caused by the party
- Due to bidder's negligence, if major outages are observed in GFGNL's network or served customer then GFGNL competent authority may imposed additional penalty with respect to number of affected nodes/services.

**v. SLA for the Hardware/Service component:**

Sr No	Performance Indicator	Service Level Metric	Penalty on breach of Service Level
1	Onsite warranty Support	The successful bidder will provide entire life cycle of this contract or minimum 10 Years on-site warranty support including minimum 10 Years of EoL for all hardware parts supplied by the bidder. If any part/component is found defective during the contract period, the successful Bidder shall repair/ replace the defective device within the maximum rectification time permitted mentioned in related section iv) of above, to avoid penalty.	As mentioned in Penalty for Non achievement of Service Level Requirements, Rs 2000/day penalty and rights to Forfeit the PBG.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr No	Performance Indicator	Service Level Metric	Penalty on breach of Service Level
2	Replacement due to repeated failure	If, during the warranty period, any equipment has any failure on three or more occasions, due to hardware fault	It shall be replaced by equivalent new equipment by the successful bidder at no additional cost to the purchaser within 15 calendar days (if nonservice impacting) or with 48 hours if service impacting. Failure to this tenderer has rights to penalize the bidder with same cost of equipment and adjust in next payable.
3	Up time overall SLA for 1 Year defective liability period ( With Quarterly Payment)	99% overall Uptime	Penalty in %age on 1-year defective liability period milestone  >= 99%                      => No Penalty >= 98.5% to < 99%       => deduction of 3% >= 97.5% to < 98.5%     => deduction of 5% >= 96.5% to < 97.5%     => deduction of 8% >= 95.5% to < 96.5%     => deduction of 12% >= 95% to < 95.5%       => deduction of 15% <95%                         => No Payment

**vi. Penalty for non-achievement of Service Level Requirements:**

a) Penalty on non-availability of manpower resources will be as mentioned in the below table:

Sr No	Resource	Penalty on non-availability of resource
1	Technical resource/Project Manager SPOC	Rs. 4000/- per resource per absent day / uninformed leaves

**vii. Liquidated Damages:**

1. The selected bidder shall perform the Services and comply in all respects with the critical dates and the parties hereby agree that failure on part of the selected bidder to meet the critical dates without prejudice to any other rights that the Tenderer have, may lead to the imposition of such obligations as are laid down in the Delay and Deterrent Mechanism and/or levy of penalty as set and/or termination of the Contract at the discretion of the Tenderer.
2. Penalties shall be capped up to 10% of the bid value, beyond which the Purchaser has the right to terminate the contract or a portion or part of the work thereof. The purchaser shall give 15 days' notice to the selected bidder of its intention to terminate the Contract

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

and shall so terminate the Contract unless the Bidder initiates remedial action acceptable to the Purchaser during the 15 days' notice period.

3. The Tenderer may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the selected bidder in its hands (which includes the Tenderer's right to claim such amount against selected bidders' Bank Guarantee) or which may become due to the selected bidder. Any such recovery or liquidated damages shall not in any way relieve the selected bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.
4. Delay not attributable to the selected bidders shall be considered for exclusion for the purpose of computing liquidated damages.

### **Limitation of Liability-Misconduct**

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the bidder to the buyer, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the bidder to indemnify the buyer concerning IPR infringement.

#### **General Condition:**

- i) The priced bill of material shall be provided in the price schedule format only. The soft copy of the same shall be submitted along with the tender document. The bid submitted without the priced bill of material shall be rejected summarily. In case the price of the same unit/card/module differs between different items in the priced BoQ, the lowest price quoted shall be applied for all the similar items.
- ii) If any line item is missing in price BoQ then GFGNL decision for the product price would be final and Bidder is abided to provide product.
- iii) Dismantling of existing equipment, is in the scope of bidder and all dismantled equipment and its accessories to be hand over to GFGNL authorized existing PIA in working condition only.
- iv) Existing equipment is dismantled under this tender may be required to be swapped and redeployed at other location as per the clause mentioned in section 4.9(k), due to operational requirement of GFGNL. The successful bidder shall extend necessary support for same as required during the contract period. The cost of transportation and other logistics, in such case, shall be borne by bidder.
- v) The Successful Bidder shall ensure the integration/interworking of equipment being supplied under this project with the all-existing Network/Equipment of the GFGNL. Along with EMS-NMS-GIS mapping.
- vi) The Supplier shall schedule his supplies in such a way, to ensure the installation, testing, and commissioning is completed as per schedule. The Supplier shall also ensure that

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

those equipment's that are meant for planning, design and installation shall be supplied as first set of items. The Bidder shall, as part of their Bid, indicate the sequence of supply of various items to appropriately take care the different lead times required for commissioning of the individual network elements to fit into the overall commissioning schedule.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

vii) Selection of Bidder & Notification of Award / Purchase Order

- a) Evaluation of bids shall be done on Least Cost/Lowest Cost (L1) criteria. L1 will be the lowest total of rates of all line items without taxes.
- b) Bidder selected as L1 will be awarded for the SITC of New Shelter creation as well as for upgradation of Shelters.
- c) Any type of escalation of the discovered rates during the contract tenure is not permitted, further successful bidder denying serving the contract due to rate escalation may liable for contract termination, forfeiture of Bank Guarantee and Blacklisting from doing work with TENDERER in future.
- d) Post award of work, GFGNL has the right to alter the quantity of allotment to the bidders, based on the merits of situation like timeline/urgency of delivery and installation, adherence to guidelines provided/standards of RFP, approval/acceptance on works performed by selected bidder by GFGNL or its appointed agency, etc.
- e) Evaluation of bids shall be done on Least Cost/Lowest Cost (L1) criteria. L1 will be the lowest sum Total of financial bid
- f) The L1 bidder will be called to accept the award of contract. In case, the L1 bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, then the L2 bidder will be called to awarded the contract. Further, if the L2 bidder also declines, the tenderer may award the contract to the L3 bidder and same to be executed till L<sub>n</sub>. Bidders agreeing to match the L1 price quoted by lowest bidder needs to submit undertaking on his company letter head duly signed by competent authority with company seal confirming the same.
- g) Bidders who is not having office in Gujarat have to submit an Undertaking along with Bid for opening up an office within 45 days from the date of award of work order from GFGNL.
- h) GFGNL will keep issuing intimation/execution orders to selected bidder(s) with list of sites for all those locations where land availability & other clearances will be available. So, there will be multiple intimation orders to all selected bidder(s) as per GFGNL's requirement within entire contract duration.

## SECTION-9 GENERAL CLAUSES

### 9.1 General Instruction To Bidders

All information supplied by Bidders may be treated as contractually binding on the Bidders on successful award of the assignment by the TENDERER on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TENDERER. Any notification of preferred bidder status by the TENDERER shall not give rise to any enforceable rights by the Bidder. The TENDERER may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the TENDERER.

This RFP supersedes and replaces any previous public documentation, communications, and Bidders should place no reliance on such communications. The TENDERER may terminate the RFP process at any time and without assigning any reason. The TENDERER makes no commitments, express or implied, that this process will result in a business transaction with anyone.

### 9.2 Clarifications On The Rfp

1. Bidders can seek written clarifications on or before pre-Bid on e-mail on or before the date of pre-bid meeting, Gujarat Fibre Grid Network Limited., Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar 382010. through email at [jte-ho4@bharatnet.gujarat.gov.in](mailto:jte-ho4@bharatnet.gujarat.gov.in), [jte-ho6@bharatnet.gujarat.gov.in](mailto:jte-ho6@bharatnet.gujarat.gov.in) and [pmc@bharatnet.gujarat.gov.in](mailto:pmc@bharatnet.gujarat.gov.in), [pmc3@bharatnet.gujarat.gov.in](mailto:pmc3@bharatnet.gujarat.gov.in) .
2. The queries should be submitted in the following format (in Excel file,\*.xls / any open office format) only for clarification:

Sr. No	Page no	Clause/ Sub-clause no	Content of the RFP Requiring Clarification	Clarification Sought	Justification

(No PDF or Scanned images)

3. The responses to the pre-bid clarifications shall be notified on the website by means of Corrigendum to the RFP. No further clarification what so ever will be entertained after the pre- bid meeting date. Bidders are responsible for duly checking the website regularly for any clarifications.

Note: Inputs/suggestions/queries submitted by bidders as part of the pre-bid meeting or otherwise shall be given due consideration by the Tender committee. However, State is neither mandated to accept any submission made by the bidder nor the bidder



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

shall be given any written response to their submissions. If an input is considered valid by the committee the same shall be accepted and incorporated as part of the corrigendum.

### **Amendment of Bidding Documents**

- i) At any time prior to the deadline for submission of bids, the TENDERER, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on our websites.
- ii) All prospective bidders are requested to browse TENDERER'S website & any amendments/ corrigendum/ modification will be notified on the website and such modification will be part of RFP and binding on them.

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

Queries submitted post the above-mentioned deadline, or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the website mentioned in the necessary instructions and shall not be communicated through print media.

### **9.3 Amendment Of Bidding Documents**

At any time prior to the deadline for submission of bids, the TENDERER, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on our websites.

All prospective bidders are requested to browse TENDERER'S website & any amendments/ corrigendum/ modification will be notified on the website and such modification will be part of RFP and binding on them.

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

### **9.4 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 the TENDERER shall be in English.

### 9.5 Bid Security/ Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of ~~Rs 1,07,65,000/- (Rs. One Crore Seven Lakh Sixty-Five Thousands Only)~~Rs 60,000,00 /- ( Rupees Sixty Lakhs Only) per package in the form of an unconditional Bank Guarantee or Insurance surety bond by Bank Guarantee which should be valid for 225 days from the last date of bid submission) prescribed by the TENDERER 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 GR No. FD/MSM/e-file/4/2023/4020/D.M.O. dated 11-03-2024 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Fibre Grid Network Limited."/DBN/CCA-Gujarat payable at Gandhinagar (in the specified format and must be submitted along with the covering letter.
- ii. EMD and Bid validity period shall consider as 180 days from last date of bid submission with claim period of over and above 45 days. In case of price validity beyond claim period, bidder need to submit BG with extendable period for price validity including claim period.
- iii. EMD of all unsuccessful bidders would be refunded by GFGNL within 30 Days on selection of successful bidder.
- iv. The EMD of the successful bidder would be returned upon successful submission of Performance Bank Guarantee as per the provided format.
- v. EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- vi. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- vii. The EMD may be forfeited, In case of a Bidder if:
  - The bidder withdraws its bid during the period of bid validity.
  - The Bidder does not respond to requests for clarification of their Bid.
  - The Bidder fails to co-operate in the Bid evaluation process.
  - If a bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period
  - In the case of a successful bidder if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
  - During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - During the bid process if any information found wrong/manipulated/hidden in the bid.
- viii. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder or when GFGNL cancels the bidding process.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- ix. The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the performance guarantee in accordance with the provision thereof.
- x. The decision of GFGNL regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.

#### 9.6 Cost of Bidding

- i. The Bidder shall bear all costs associated with the preparation and submission of the Bid. The TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- ii. Cost of tender document (Tender fee, if applicable) is non-refundable and cannot be exempted in any condition.
- iii. In case of non-receipt of EMD within stipulated timeline, the bid will be rejected by GFGNL/Dept. of Science & Technology as non-responsive.
- iv. MSE (Micro & Small Enterprise) bidders are exempted from payment of EMD provided they submit current and valid Udyam Registration Certificate (URC) issued from the Ministry of MSME, NSIC (National Small Industries Corporation) and CSPO. Udyam Registration Certificate (URC), NSIC (National Small Industries Corporation) and CSPO submitted by MSE bidder in their online bid for claiming exemption from EMD, must be current & valid on the date of opening of Technical bid part. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. Kindly note that Medium Scale Units are not eligible for exemptions from tender Fee and/or EMD.

#### 9.7 Proposal/Bid Submission & Evaluation

##### a) Proposal preparation:

- i. The proposal should be short, concise & include all points indicated in the document.
- ii. The Proposal shall be typed or written in indelible ink and should be in English. Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered.
- iii. The bidder shall submit price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees only.
- iv. The bidders shall bear all costs associated with the preparation and submission of their proposals.
- v. At any time before the submission of Proposals, GFGNL may amend this document by issuing an addendum/ cancel the process of procurement, which shall be binding on the bidders.

##### b) Proposal Submission:

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- i. Bids (Technical bid & Financial bid) shall be submitted on nProcure . The participating Bidders in the tender should register themselves on nProcure portal, if not registered earlier.
  - ii. The Bidders can login to nProcure portal in secure mode only by signing through the Digital Signature.
  - iii. The Bidders should scan and upload the respective documentary evidence as mentioned in the Eligibility Criteria.
  - iv. The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/authenticity.
  - v. The rates should be quoted in the financial bid format attached with the tender and upload online only.
  - vi. Bidders are required to upload the Scanned copy of Bank Guarantee for EMD and Demand Draft for Tender Fee respectively (as mentioned in this RFP) at online bidding portal. Further, original Bank Guarantee and Demand Draft for EMD must be submitted in a sealed envelope mentioning "EMD" before due Date and Time for Submission of Bids as mentioned in RFP
- c) Proposal Evaluation:
- i. The TENDERER will form a committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.
  - ii. The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP.
  - iii. During the evaluation, committee may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the evaluation will be done based on the information submitted in the bid.
  - iv. Tenderer may negotiate the prices with L1 Bidder, under each item/head offered by Bidder before awarding the contract without change in OEM. Bidder has to ensure not to increase the line item rates- during the rate negotiations.
  - v. The bids would be processed in the following sequence:
    - a) Stage-I: Tender Fee, EMD, Integrity pact, Authorization.
    - b) Stage-II: Bidder's qualification stage:

The purpose of this stage is to examine financial strength, execution credentials, quality certifications, Land border regulations and etc. based on submissions as evidentiary proofs specified in the Pre-qualification criteria section. Any shortfall in the specified benchmarks is a good reason to disqualify bidder at this stage.
    - c) Stage-III: Bid qualification stage:

The purpose of this stage is to examine available bid capacity related commitments for Gujarat, better quality components, Contractual commitment

towards early HoTo and project rollout for before time delivery of project, Contractual commitment towards increasing high network uptime and better MTTR, additional creativity and offerings without additional charges.

- i. It is mandatory for the bidder to provide legitimate documentary proofs / committal undertakings for claiming the score as specified in the technical qualification criteria section. Any higher commitment shall be revised in the SLA and timelines part of the contract unconditionally.
  - ii. Minimum absolute score to qualify for commercial evaluation is 75 marks out of total 100 marks.
  - iii. Any shortfall to the minimum specified score is a good reason to disqualify bidder at this stage.
- d) Stage-IV: Financial stage: Least cost method is applied.
- i. If L1 Bidder is not agreeing or not qualify at later stage to execute the project for any reason, Tenderer may call L2 Bidder to match the price of L1. If L2 agree to match the price of L1, tenderer may award the contract. The same process may be followed for remaining qualified Bidders. Tenderer may cancel this procurement process at any time prior to a formal written contract being executed by or on behalf of the GFGNL without giving any reason. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
  - ii. In case of any ambiguity, GFGNL may download the files from the portal and do the offline evaluation as per the parameter defined in tender document.

## 9.8 Sections Comprising Bids

The proposal (Part – I, II & III) shall be submitted online and shall comprise of following sections:

### **Part-I: Bid Security**

- a. The bid security in the form of EMD to be furnished to GFGNL office as well as to be uploaded online on nProcure portal in the form of bank guarantees in favor of “Gujarat Fibre Grid Network Limited.” payable at Ahmedabad/ Gandhinagar before the last date and time of the bid submission.
- b. Further original Bank Guarantee for EMD and Tender Fee must be submitted in a sealed envelope mentioning “EMD and Tender fee” to GFGNL office before due Date and Time for Submission of Bids as mentioned in “Fact sheet” section.

**Part-II: Technical Bid:** Pre-qualification bid must contain the following information in pdf format–

- a. Bid Document Checklist (Annexure I)

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- b. Bid Submission Cover Letter (Annexure -II)
- c. Bidder's information sheet (Annexure III)
- d. Enclose copy of Certificate of Incorporation/ Registration Certificate of the firm.
- e. Copy of Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years i.e. last three (3) audited financial years (i.e., FY 2021-22, FY 2022-23 and FY 2023-24 ) or FY 2022-23, FY 2023-24 and FY 2024-25(non-audited) ) if finally published results are not available, provisional turn over details with CA certificate
- f. Copy of Purchase order mentioning PO number, PO date, Quantity Supplied & company name to whom the devices and its parts supplied, installed and commissioned.
- g. Manufacturers Authorization form" MAF (all applicable OEMs) issued by the OEM authorizing the bidder to supply, install, Test and commission the devices and its parts – (Annexure -VII)
- h. Copy of valid GST registration / Copy of valid PAN card for proof of Office
- i. OEM Certificates for EOL and EOS.
- j. Undertaking by the bidder for not being barred by any State/ Central Government/PSU (Annexure IV)
- k. Response to Eligibility criteria: Eligibility Criteria which should contain all the supporting documents as asked for eligibility.
- l. Tenderer may ask presentation from bidder on proposed solution and methodology.
- m. Unpriced detailed Bill of material mentioning all sub, Main Component including accessories with part code and description.
- n. All Annexures and other supporting document as required in the bid to qualify.

**Part-III: Financial Bid:** The Financial Bid shall comprise of the following:

- a) Financial Bid – as prescribed in related section to be submitted Online.

**Part-IV: Priced BOQ:**

- a) The detailed priced bill of material as submitted in the technical bid shall be submitted by the bidder physically in sealed envelope along with Part-I documents (EMD) at the office of Chief Finance Officer (CFO), Gujarat Fiber Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010 on or before the online bid submission.
- b) Priced bid (in the prescribed format)

**Note:** Filling up prices anywhere other than the prescribed shall render the bidder disqualified.

### 9.9 Late Bids

- Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be REJECTED.
- The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

### 9.10 Naming Convention for Files

The bidders need to strictly follow the below mentioned File Nomenclature rules while uploading the documents in the bidding portal. For documents mentioned under Eligibility Criteria, the file naming should be: Eligibility\_Criteria\_ [Document \_Name]

For example:

- Eligibility\_Criteria\_Copy\_of\_Certification\_of\_Incorporation
- Eligibility\_Criteria\_PAN\_Card
- Eligibility\_Criteria\_GST Registration
- Eligibility\_Criteria\_Financial\_Statement\_Turnover
- Eligibility\_Criteria\_Server OEM \_PO Copy
- Eligibility\_Criteria\_Self\_Declaration\_Blacklisting
- Eligibility\_Criteria\_MAF
- Eligibility\_Criteria\_Balance sheet
- Eligibility\_Criteria\_IT Return

For the documents in Annexures, the file naming should be: Anx\_ [S.no of Annexure] \_ [Annexure Name]

For example:

- Anx\_II\_CoverLetter
- Anx\_III\_Bidder Information Sheet
- Anx\_VIII\_MAF\_[OEM Name]

In case of any large file (exceeding 3MB) which need to be split in two parts or more, the naming should be:

- Anx\_II\_CoverLetter \_Part\_1
- Anx\_II\_CoverLetter \_Part\_2

For any other file not covered under this, should be named appropriately as per its contents. All files should be in pdf formats and should not be password protected or encrypted. The files should not be zipped.

### 9.11 General Instructions To Bidders

- a) Bids received in any manner other than as prescribed above are liable to be rejected summarily.
- b) GFGNL reserves the right, at the time of award of the contract or during the contract period to increase or decrease the total number to be supplied by 25 % w.r.t quantity



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

mentioned in priced BOQ as per requirements mentioned in this document without any revision in commercial price quoted by bidder in proposal.

- c) All hardware will be installed in any shelter locations/BSNL Exchanges from the list of around 400 GFGNL shelters or any strategic location such as TC, DC, Government Offices etc. suggested by GFGNL authorized team spread over across Gujarat.
- d) The Competent Authority of the GFGNL reserves the right to annul all bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful bidder.
- e) The successful bidder shall sign a contract with GFGNL within 15 days of receipt of proforma contract from GFGNL; failing which their EMD and/or performance bank guarantee (PBG) shall be forfeited and GFGNL's decision to scrap the tender or negotiate with the second bidder (as per the final ranking) shall be binding on the first bidder.
- f) The Laws of Union of India shall govern any matter relating to the appointment of agency or the procedure for the appointment of agency. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Gandhinagar/ Ahmedabad. Any disputes arising after the signing of the agreement shall be resolved in the manner as mentioned in such agreement.
- g) Consortium and subcontracting is not allowed in this bid.

#### 9.12 Agreement

9.12.1 The selected System integrators have to sign an agreement with GFGNL as per the format specified by the GFGNL.

9.12.2 Restrictions on Transfer of agreement: The Business Partner shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e., no sub-contracting/ partnership/ third party interest shall be created.

9.12.3 Liability: Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

9.12.4 The successful bidder shall sign a contract with GFGNL within 15 days of receipt of proforma contract from GFGNL; failing which their EMD and/or performance bank guarantee (PBG) shall be forfeited and GFGNL's decision to scrap the tender or

negotiate with the second bidder (as per the final ranking) shall be binding on the first bidder.

#### 9.13 Bid Validity

- Initially valid for 180 days from last date of bid submission with claim period of 45 days. In case of price validity beyond claim period, bidder need to submit BG with extendable period for price validity including claim period. A Bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, the TENDERER may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

#### 9.14 Rejection of Bid

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

- While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of which shall result in rejection of the bid. The bids will be rejected at opening stage if Bid security is not submitted as per RFP Clause.
- If the eligibility condition is not met and/ or documents prescribed to establish the eligibility are not enclosed during the prescribed period, the bids will be rejected without further evaluation.
- GFGNL on behalf of DIGITAL BHARAT NIDHI(DBN), DoT reserves the right to disqualify the bidder for a suitable period who had on previous occasion(s) failed to execute/complete the works in time. Further, the bidders whose works do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by GFGNL.
- If clause-by-clause compliance and Nil deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- General Commercial conditions, Special Instructions to Bidders, Commercial Conditions of Contract & Special Technical Conditions of Contract and Technical Specifications or any other Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- Prices are not filled in as prescribed in price schedule.
- Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause, the bidder should be given opportunity to explain their position if required, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/ they can submit the representation to the Bid opening team immediately but in no case after closing of

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

the tender process with full justification quoting specifically the violation of tender condition if any.

- h. Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of representatives of the participating bidder/ companies present on the occasion.
- i. The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/ company mentioned in their representation and feel that there is prima- facie fact for consideration, the in-charge of the bid opening team will submit the case for review to competent authority as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively.
- j. It is obligation on part of bidder to submit proper bid along with supporting valid documents. However, for transparent, ease of evaluation, and to control inordinate delay the following standard process will be adopted.
  - i) The Bid evaluation team will quickly compile and put classified information under three(3) categories.
    - a) Notable documents/ information, b) clarification related documents, c) missing documents.
  - ii) One-time equal opportunity to all bidders may be given for sending authorized representatives for quick compliances / shortfall as per above classified information under each category to avoid un-necessary to-and-fro communications and inordinate delay.
  - iii) Further, one-time equal opportunity to all bidders shall be given in writing seeking clarification/ bonafid shortfall related to the documents with maximum time limit of 5 calendar days.
  - iv) The willful default in submission of mandatory information during the bid process evaluation is good reason for rejection.
- k. Besides other terms & conditions highlighted in the RFP, bids may be rejected under following circumstances:

#### **General Rejection Criteria**

- a. Bids submitted without or improper Tender fee and EMD.
- b. Bids received through Telegraphic / Fax / E-Mail / Hard copies except, wherever required.
- c. Bids which do not conform to unconditional validity of the bids as prescribed in the RFP.
- d. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the bid evaluation process or during Contract period after selection of the Bidder.
- e. Any effort on the part of a Bidder to influence the Tenderer's bid evaluation, bid comparison or contract award decisions.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- f. Bids received by the Tenderer after the last date & time for receipt of bids prescribed by the Tenderer in RFP.
- g. Bids without Power of Attorney (Bidder has to provide letter of Authorization /Power of Attorney (with board resolution) to sign this bid on his/her company letter head.) and any other document consisting of adequate proof of the ability of the authorized signatory to bind the Bidder.

#### **Technical Rejection Criteria**

- a. Technical Bid containing financial details.
- b. Revelation of Prices in any form or by any reason before opening of the Financial Bids.
- c. Failure to furnish all information mentioned in the RFP or submission of a bid not substantially responsive to the RFP in every respect.
- d. Bidders not quoting for the complete scope of work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidder.
- e. Bidders not complying with the material, specifications and General Conditions of the Contract as stated in the RFP.
- f. The Bidder not conforming to unconditional acceptance of all the terms and conditions set out in the RFP (and subsequent clarification/corrigendum, if any) document.
- g. If the bid does not conform to the timelines indicated in the RFP.

#### **Financial Rejection Criteria**

- a. Incomplete Financial Bid
- b. Financial Bids that do not conform to the RFPs' financial bid format.
- c. If there is an arithmetic discrepancy in the financial bid calculations, the Tenderer shall rectify the same. If the Bidder does not accept the correction of the errors, it may be rejected.

#### **9.15 Selection of Bidders & Allotment of Work**

**Selection Process of Bidder shall be on L1 (Least cost bid) basis and as per the following criteria:**

- a) Any type of escalation of the discovered rates during the contract tenure is not permitted, further successful bidder denying serving the contract due to rate escalation may liable for contract termination, forfeiture of Bank Guarantee and Blacklisting from doing work with TENDERER in future.
- b) Post award of work, GFGNL has the right to alter the quantity of allotment to the bidders, based on the merits of situation like timeline/urgency of delivery and installation, adherence to guidelines provided/standards of RFP, approval/acceptance on works performed by selected bidder by GFGNL or its authorized agency, etc.
- c) Evaluation of bids shall be done on Least Cost/Lowest Cost (L1) criteria. L1 will be the lowest sum as per Financial bid table.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- d) Orders will be placed to the L1 bidder.
- e) The L1 bidder will be called to accept the award of contract. In case, the L1 bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, then the L2 bidder will be called to awarded the contract. Further, if the L2 bidder also declines, the tenderer may award the contract to the L3 bidder and same will be executed till L<sub>n</sub>. Bidders agreeing to match the L1 price quoted by lowest bidder needs to submit undertaking on his company letter head duly signed by competent authority with company seal confirming the same.
- f) **Package Participations:** Bidder can submit bid(s) for both the package, but any successful bidder will get only maximum 1 package. Therefore, it is expected that bidders are to be financial realistic while participating. The non acceptance of allocated by the selected bidder shall be observed very seriously by the tenderer.

**Package Allocations:** However, allocation at the end of tenderer side will be based on financial, Technical, and Operational convenience in the larger interest of the tenderer.

#### **Rate Matching In Between Packages:**

The packages will be different geography, terrain, Social economic conditions and associated ground conditions and hence the rates quoted in one package will not be comparable with other package/s rates. Therefore, to reduce complexities and procedural issues the rate comparing activity may not be of high relevance at here.

#### **Rate Matching Within the packages:**

Within the package, price matching criteria will be applicable. While rate matching process, the bidder may choose corresponding matching product (i.e., the financial line item) and rate. The sequence shall be L1 then L2 then L3 and .....So on of that particular package there after the same process will be repeated for other package followed with the same sequence and later with cross package. For the Convenience and simplification.

- i. There are separate financial bid tables provided for each package on (n)Procure website. Bidder wanting to participate in multiple packages will have to submit financial bids for each package separately in respective table. Evaluation will be done separately for each package. The Bidder with lowest bid (L1 – lowest sum total of “Financial bid” of any package) will be for each package. GFGNL reserves the rights to negotiate the rate of any line item(s) with selected Bidder(s).
- ii. Bidder has to ensure to fulfil the requirement with all features incorporated in this Bid document/RFP from OEM during the integration of site, failure of the features Bidder will be solely responsible to give the new product with define specifications and eligibility criteria to deliver the services with upgraded products without any further cost and delay in project to GFGNL, disallowing on

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

the requirement will be the base ground to initiate the termination of contract or forfeit the PBG.

- g) In case GFGNL will find any issue in the implementation work of any successful Bidder in terms of quality or implementation timeline, GFGNL will have sole rights to exclude already allotted sites / customer locations from the scope of that Bidder and "Risk Purchase" clause will be applied in such situation.
- h) Bidders who is not having office in Gujarat have to submit an Undertaking along with Bid for opening up an office within 45 days from the date of award of work order from GFGNL.
- i) GFGNL will keep issuing intimation orders to selected bidder(s) with list of sites for all those locations where land availability & other clearances will be available. So, there will be multiple intimation orders to all selected bidder(s) as per GFGNL's requirement within 2 years of rate validity.

#### 9.16 Notification Of Award & Signing Of Contract

- i. Prior to expiration of the period of Bid validity, the TENDERER will notify the successful Bidders and issue Lol.
- ii. Within two weeks of receipt of the Contract form, the successful bidder shall sign and stamp the contract and return it to the TENDERER along with performance guarantee. The performance Bank Guarantee shall be equal to 5% of the contract value valid for duration of 180 days beyond the expiry of contract.

#### 9.17 Representations And Warranties

##### **i. Representations and Warranties by the Selected Agency**

- 1. It is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the agreement and perform its obligations hereof.
- 2. The agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers.
- 3. Bidder nor any of its affiliates have immunity from the jurisdiction of a court of from legal process (whether through service of notice, attachment prior to judgement), attachment in aid of execution or otherwise). The successful bidder confirms that all representation and warranted of the bidder set forth in the agreement are true, complete in all respects.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

4. No information given by the Successful Bidder in relation to the agreement, project documents or any document comprising security contains any material wrong statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of tenderer, or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.
5. A comprehensive on-site warranty and Operations & Maintenance on all goods supplied under this contract shall be provided by the respective Original Equipment Manufacturer (OEM) through PIA till the end of the Contract.
6. Technical Support shall be provided by the respective OEM for till the end of the contract period.
7. The bidder shall warrant that the goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of Sale / End of Support; and shall be supported by the PIA and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
8. The bidder warrants that the goods supplied under this contract shall be of the reasonably acceptable grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
9. The bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Tenderer's Specifications).
10. The Tenderer shall promptly notify the bidder in writing of any claims arising under this warranty.
11. Upon receipt of such notice, the bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Tenderer may have against the bidder under the Contract.
12. If the bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the tenderer may proceed to take such remedial action as may be necessary, at the bidder's risk & expense and without prejudice to any other rights which the tenderer may have against the bidder under the Contract.
13. For the existing Shelter with all inventories,

It is the bidder's responsibility to provide the AMC of existing shelter's with all installed items later after June, 2027 progressively till the end of new contract duration (i.e., 10



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

years) under this RFP scope. The GFGNL will enforce the past MAF given by the existing OEM (through past agency) for as part of contractual obligations entered by the existing OEM and past agency. Since, It is the responsibility of bidder to provide existing and new shelter with including all active and passive equipments, remaining years of comprehensive onsite warranty, the same warranty payment at fixed rate of 3% of first 5 years and later 4% from the 6th to 10th year of earlier discovered rate of line items will be paid by GFGNL.

**14. For the newly created Shelter with all inventories and upgraded inventories,**

It is the bidder's responsibility to provide the AMC of newly created shelter with all inventories and upgraded existing shelter's inventories till the end of new contract duration (i.e., 10 years) from the successfully completion of FAT date under this RFP scope. The comprehensive onsite replacement warranty at fixed rate of 3% of first 5 years and later 4% from the 6th to 10th year will be paid to new PIA separately as a part of AMC payment.

**ii. Representations and Warranties**

1. It has full legal right, power and authority to tenderer to execute the said project through selected bidder and to enter into and perform its obligations under the agreement and there are no proceedings pending.
2. The Agreement has been duly authorized, executed and delivered by the tenderer and constitutes valid, legal and binding obligation of tenderer.
3. The execution and delivery of the agreement with the selected agency does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to the tenderer, its assets or its administration.
4. All the equipment provided by the bidder shall be under warranty for 3 years and will be extended for next 7 years for the contract duration without any additional cost to tenderer w.e.f. the date of successful completion of FAT. The warranty shall start from 1st day on next calendar Month from date of successful completion of FAT. The purpose of coterminous of warranty on particular date is basically for ease in accounting.
5. The bidder through OEM shall warrant that the stores to be supplied/works to be executed shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials/works of the type ordered and shall perform in full conformity with the specifications and drawings. The bidder/supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design, unapproved less depth, inadequate protections, and/or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods/works but shall expire (except in respect of complaints notified prior to such date) after the period specified, after the stores have been taken over under clause above.

6. If it becomes necessary for the PIA/ Supplier to replace or renew any defective portion(s) of the equipment/works under this clause, the provisions of the clause shall apply to the portion(s) of the equipment/works so replaced or renewed or until the end of the above-mentioned period as specified. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier/contractor/PIA etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the PIA/supplier in respect of such defects.

Replacement under warranty clause shall be made by the PIA/ free of all charges at site

#### 9.18 Court Jurisdiction

- I. Any dispute arising out on account of terms & conditions of the tender/ bid document/ evaluation of bids/ issue of APO/AWO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued i.e. Ahmedabad/Gandhinagar. The courts at Ahmedabad/Gandhinagar will have exclusive jurisdiction under this NIT and the contract that may be entered into pursuant to this NIT.
- II. This Contract/ PO/WO is subject to jurisdiction of Court at Ahmedabad/Gandhinagar.

#### 9.19 Audit And Security Services

- a. The PIA shall be required to provide comprehensive support to GFGNL during the Third-Party Audit, Sample base audit and Security Audit etc. The PIA shall be responsible in getting the required readiness built in the network during audit for security solutions.
- b. GFGNL reserves the right to inspect, monitor and assess the progress and performance of the project or sample base either itself or through another designated Contractor as it may deem fit, throughout the duration of the Contract. GFGNL may demand and upon such a demand being made, selected bidder has to provide any document, data material or any other information which it may require, to enable it to assess the progress of the project.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- c. GFGNL shall also have the right to conduct, either itself or through another Contractor as it may deem fit, an audit to monitor the performance of the Contractor of its obligations/ functions in accordance with the standards committed to or required by GFGNL and the Contractor undertakes to cooperate with and provide to GFGNL or any other Contractor appointed by DIGITAL BHARAT NIDHI(DBN)/ (DoT)/ GFGNL, all documents and other details as may be required by them for this purpose.
- d. The Audit is the requirement of tenderer / DBN. It is the responsibility of GFGNL/DBN to engage auditor. It is the responsibility of the bidder to provide and facilitated network data / security data/ financial data/documents on time to auditors through GFGNL.

#### 9.20 Term and Extension of Contract

- a. GFGNL shall reserve the sole right to grant any extension to the term of each work order above against the request of bidder and shall notify in writing to the bidder within 15 days of the request, whether it shall grant the bidder an extension of the term. The decision to grant or refuse the extension shall be at GFGNL's discretion. Accordingly, the Bank Guarantee of the same amount shall be extended up to extended period of the Contract, if required.
- b. Where GFGNL is of the view that no further extension of the term be granted to the bidder, GFGNL shall notify the bidder of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the PIA shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, GFGNL shall either appoint an alternative Contractor or create its own infrastructure to operate such Services as are provided under this Contract. GFGNL shall make payment for work executed for the extended period post contract extension on mutual agreement and as per the clause mentioned in section 9.49.

#### 9.21 Third Party Damage

- I. If the PIA damages other Private Service provider's cables /sewage line/ Government or public properties, such as electricity cable or roads etc., the damage charges/penalty will be paid by the PIA only as per the claim of such third party. GFGNL/DIGITAL BHARAT NIDHI(DBN), DoT will not be liable to pay any penalty, or any damage charges made by the PIA as per the indemnity clause below:
  - a. PIA shall either pay to third parties all expenditure incurred for restoring services which are damaged by it while carrying out the work or the same amount will be deducted from his bills. Such expenditure shall be intimated to the PIA either by Engineer in- charge or concerned third parties in writing. The amount deducted by GFGNL from his bill shall be paid to concerned third parties by the designated authority of GFGNL.
- II. The bidder will be allowed to represent to GFGNL as well as to third party, however, GFGNL will only be the facilitator and bidder needs to rectify its issue or need to get NOC from the third party. Any payment liability will be solely on the bidder.

### 9.22 Penalty For Causing Inconvenience To The Public

- I. The bidder shall not be allowed to dump the empty drums/waste materials in Govt/public place, which may cause inconvenience to Govt/ Public. If the bidder does not dispose off the empty boxes/drums/waste materials within 3 calendar days of becoming empty, GFGNL is at liberty to dispose of the drum in any manner deemed fit and the costs incurred by GFGNL in disposing off such materials shall be borne by the Bidder. DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL may also levy a penalty- of Rs. 5000 for each such default on receipt of written case.

### 9.23 Resolution Of Disputes

- i. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing. The said clause shall not be applicable in the case of cyber-crimes and any other type of security breach relating to PHI carried out by either bidder organization itself or its employees.
- ii. In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India.
- iii. The place of the arbitration shall be Gandhinagar, Gujarat.
- iv. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- v. The proceedings of arbitration shall be in English language.
- vi. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- vii. The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- viii. Arbitration clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach relating to PHI carried out by either bidder organization itself or its employees.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- ix. Disputes arising under this Request for Proposal (RFP) shall be formally notified in writing (Dispute Notice) by either party ("the Notifying Party") to the other party ("the Receiving Party"). The parties are encouraged to resolve disputes amicably through direct negotiation and information sharing.
- x. If the dispute remains unresolved after direct negotiation and communication, the parties shall establish a package wise Dispute Resolution Committee (DRC).
- xi. If the dispute remains unresolved after negotiations and the intervention of the DRC, either party may refer the dispute to the Dispute Adjudication Board (DAB) within 15 days from the date of the dispute notice.
- xii. The mechanism for resolution of disputes through conciliation under Outside Expert Committee (OEC)
- xiii. If any difference or dispute (hereinafter referred as "Dispute") remains unresolved after negotiations and the intervention of the DAB also, the party aggrieved (hereinafter referred as "Claimant") shall refer the Dispute to conciliation under Outside Expert Committee (hereinafter referred as "OEC"). The OEC nominated by DIGITAL BHARAT NIDHI(DBN)/ GFGNL shall be comprised of members who shall be independent of the Arbitration and Conciliation Act, 1996 (hereinafter referred as "Act"). The proceedings shall be governed by Part III of the Act. The detailed procedure has been given in Annexure.
- xiv. Settlement of commercial disputes between CPSEs inter se and CPSE(s) and Government Department(s)/ Organization(s):
- xv. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSE's Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 and the decision of AMRCD on the said dispute will be binding on both the Parties.
- xvi. It is clarified that the parties have agreed that the Arbitration and Conciliation Act, 1996, shall be applicable only for the purpose of Conciliation.
- xvii. In case of failure of the conciliation process between the parties and/ or refusal of either of the party to accept the outcome of the conciliation process, the aggrieved party shall be free to seek redressal of its dispute by approaching the Commercial Court.

#### 9.24 Books & Records

The selected agency shall maintain adequate Documents Related to project's

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

materials & equipment's etc. for inspection and audit by the TENDERER during the terms of Contract until expiry of the performance guarantee.

#### 9.25 Ownership Of Equipment

- i. The Tenderer shall own the services and items supplied by the bidder arising out of or in connection with this Contract only after the date of 100% Go- Live, i.e., after successful completion of FAT. In case of theft/physical damage (Repair not possible -RNP) to the Network components / equipment, the equipment shall be replaced on PIA's cost till entire contract duration of 10 years((including implementation period, defective liability period, AMC warranty support). It is the PIA's responsibility to cover the risk by proper insurance cover including preventive lock and key arrangements.
- ii. The asset(s) so created shall be a National Asset fully owned by the Government of India, and held on its behalf by GFGNL. At end of the contract period, the ownership of complete ring OFC including consisting of associated services which includes active and passive network components supplied during entire contract duration shall be passed on to GFGNL in working conditions according to contract agreement.

#### 9.26 Suspension Of Agreement

GFGNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, GFGNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent.

#### 9.27 Performance Bank Guarantee

- i. The successful bidder/lead bidder shall furnish the Performance Bank Guarantees as mentioned below, 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, Tenderer shall invoke the PBG.
- ii. **In case of single successful bidder** who is awarded the Work Order, bidder shall be required to deposit a Performance bank guarantee (refer annexure) @5% of the total value of the contract in the form of Bank Guarantee from any scheduled bank or Insurance Surety Bond in favor of "Gujarat Fibre Grid Network Limited, Gandhinagar (from all Nationalized banks including the Public sector banks -. Or Private sector banks and as per the Gujarat government GR. No. FD/MSM/e-file/4/2023/4020/D.M.O. Dated 11-03-2024) within 15 days of award of work, covering the period of contract and 180 days beyond the contract period. If 3 or 2 successful bidders are selected, then L1, La & La+1 bidders will have to submit PBG @ 5% of the total value of the contract by each of the bidder respectively.
- iii. In case, the contract is further extended beyond the initial period, the Bank Guarantee



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

will have to be accordingly extended/renewed by the successful agency/bidder. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non-deposit of PBG within the stipulated time shall render the award of contract invalid at the discretion of GFGNL.

- iv. 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 all Public-Sector Banks/private banks having branch in Gandhinagar/Ahmedabad in the format provided by the TENDERER.
- v. The Performance Guarantee shall be discharged by the TENDERER and returned to the successful bidder within 30 calendar days from the date of expiry of the Performance Bank Guarantee based on written request by PIA.
- vi. In the event of termination, Tenderer may invoke the Performance Bank Guarantee to enforce the remedies available with the Tenderer as per the contract agreement against the damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies as may be available to the Tenderer under law.

### 9.28 Termination By The Tenderer

The TENDERER, 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: -

- I. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings; In case the tenderer finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project.
- II. If SLAs are not maintained properly and not provide services as per SLAs, then tenderer has right to foreclose contract.
- III. 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.
- IV. 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.
- V. During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavor to remedy the default which gave rise to the commencement of such notice period.
- VI. 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.
- VII. 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.
- VIII. GFGNL on behalf of DIGITAL BHARAT NIDHI(DBN), DoT may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Contractor, terminate this contract in whole or in part if the Contractor fails to deliver any or all of the goods & services within the time period(s) specified in the contract, or any extension thereof granted by GFGNL if the Contractor fails to perform any other obligation(s) under the Contract; and if the Contractor, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as GFGNL may authorize in writing) after receipt of the default notice from GFGNL.

- IX. If the average monthly SLA achievement for shelter is less than 90% for each components (SLA to be calculated as an average of all the components in a shelter) consecutively for 3 months for the network where bidder has started in last one year of defective liability period tenderer has rights to forfeit the PBG.
- X. Termination for Insolvency: GFGNL on behalf of DIGITAL BHARAT NIDHI(DBN), DoT may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL.
- XI. Termination for Convenience: GFGNL on behalf of DIGITAL BHARAT NIDHI(DBN), DoT, may, by prior written notice sent to the contractor at least 03 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for DIGITAL BHARAT NIDHI(DBN), DoT's/ GFGNL's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- XII. GFGNL reserves the right to discontinue the contract any time in future depending upon directions from DIGITAL BHARAT NIDHI(DBN), DoT.

#### 9.29 Indemnification

- I. Selected agency will defend and/or settle any claims against the TENDERER that allege that Bidder service and/or branded product as supplied under this contract infringes the intellectual property rights of a third party. Selected agency will rely on Customer's prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent or 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.

- II. **General indemnity** The PIA shall indemnify, defend, save and hold harmless DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL and its officers, servants, agents, Government Instrumentalities and GFGNL owned and/or controlled entities/enterprises, (hereinafter referred as the “Authority Indemnified Persons”) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the PIA of any of its obligations under this contract or any related agreement or on account of any defect or deficiency in the provision of services by the PIA to DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL or to any User, or from any negligence of the bidder under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this contract on the part of the Authority Indemnified Persons.
- III. **Indemnity by the bidder :** Without limiting the generality, the bidder shall fully indemnify, hold harmless and defend the ‘Authority Indemnified Persons’ from and against any and all loss and/or damages arising out of or with respect to:
- a. failure of the bidder to comply with Applicable Laws and Applicable Permits.
  - b. payment of Taxes required to be made by the bidder in respect of the income or other taxes of the bidder’s contractors, suppliers, and representatives.
  - c. non-payment of amounts due as a result of materials or services furnished to the bidder or any of its contractors which are payable by the bidder or any of its contractors.
  - d. its omissions or acts of fraud, gross negligence, and willful misconduct.
  - e. any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Contract; or
  - f. loss of or physical damage to property of GFGNL or any third party caused by, arising out of or in connection with the performance of this contract.
  - g. Claims towards any default by bidder, in payment of statutory benefits to its employees/sub-contractors engaged to perform the contract.
- IV. Without limiting the generality of the provisions of this clause, the bidder shall fully indemnify, hold harmless and defend the ‘Authority Indemnified Persons’ from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the ‘Authority Indemnified Persons’ may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials,

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

information, design or process used by the tender or by the bidder's Contractors in performing the bidder's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the bidder shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the bidder shall promptly make every reasonable effort to secure for GFGNL a license, at no cost to DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL authorizing continued use of the infringing work. If the bidder is unable to secure such license within a reasonable time, the bidder shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non-infringing.

**V. Notice and contest of claims :** In the event that Authority Indemnified Person receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this clause it shall notify the bidder within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the bidder wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the GFGNL/Dot/DIGITAL BHARAT NIDHI(DBN)/CCA-Gujarat subject to the GFGNL/Dot/DIGITAL BHARAT NIDHI(DBN) being secured against any costs involved, to its reasonable satisfaction.

**VI. Defense of claims :** The Authority Indemnified Persons shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the bidder. If the bidder acknowledges in writing its obligation to indemnify the Authority Indemnified Persons in respect of loss to the full extent provided by this clause, the bidder shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Authority Indemnified Persons and reimburses the Authority Indemnified Persons for the reasonable cost and expenses incurred by the Authority Indemnified Persons prior to the assumption by the bidder of such defense. The bidder shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Authority Indemnified Persons , unless the bidder provides such security to the Authority Indemnified Persons as shall be

reasonably required by the Authority Indemnified Persons to secure the loss to be indemnified hereunder to the extent so compromised or settled.

If the bidder has exercised its rights under Clause above, the Authority Indemnified Persons shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the bidder (which consent shall not be unreasonably withheld or delayed).

If the bidder exercises its rights under Clause above, the Authority Indemnified Persons shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Authority Indemnified Persons, when and as incurred, unless:

- (a) The employment of counsel by such party has been authorized in writing by the bidder;
- (b) The Authority Indemnified Persons shall have reasonably concluded that there may be a conflict of interest between the bidder and the Authority Indemnified Persons in the conduct of the defense of such action;
- (c) The bidder shall not, in fact, have employed independent counsel reasonably satisfactory to the Authority Indemnified Persons, to assume the defense of such action and shall have been so notified by the Authority Indemnified Persons; or
- (d) The Authority Indemnified Persons shall have reasonably concluded and specifically notified the bidder either:
  - i. that there may be specific defenses available to it which are different from or additional to those available to the bidder; or
  - ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Contract.

Provided that if Sub-clauses (b), (c) or (d) of this Clause shall be applicable, the counsel for the Authority Indemnified Persons shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Authority Indemnified Persons, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

#### 9.30 Limitation Of Liability

- i. Selected agency's cumulative liability for its obligations under the contract shall not exceed the 25% of total awarded order value of the awarded work order to bidder by

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

the TENDERER within the contract term from the day claim is raised.

- ii. Notwithstanding anything to the contrary in this Contract, the liability of the PIA towards the authority Indemnified Persons for any damages or compensation of any nature whatsoever under this Contract, shall not exceed Total cost of Project awarded to PIA. For the avoidance of doubt, the limitation hereunder shall not apply to any or all liabilities in respect of third parties. The Parties agree that the PIA's liability will be uncapped in case of any liabilities arising due to:
- a. any amount payable as indemnity to DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL due to its acts or omissions or fraud, gross negligence and willful misconduct.
  - b. breach of any Applicable Laws or any Applicable Permits.
  - c. any claims or loss on account of Intellectual Property rights violation by the PIA.
  - d. any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Contract; or
  - e. any loss of or physical damage to property of GFGNL, or any third party caused by, arising out of or in connection with the performance of this Contract.

### 9.31 Labour Welfare Measures And Workman Compensation

- I. Obtaining License before commencement of work. The bidder shall obtain a valid labour license under the Contract Labour (R &A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The bidder shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of work.
- II. Bidders Labour Regulations: The bidder shall ensure compliance of all statutory obligations, viz. payment of wages / salary to the workers engaged by him on regular and timely basis (by 7<sup>th</sup> every month) and any other amounts including any Statutory Dues, charges, taxes and levies payable as per the relevant statutes applicable and subsequent amendment thereof and same should be sole liability of Bidder and DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL will not be liable in any circumstances whatsoever. The Bidder shall comply with the provisions of Employees State Insurance Act 1948, Workmen's Compensation Act, the Employees Provident Fund (and Family Pension Fund ) Act 1952, the Payment of Bonus Act 1963, the Industrial Disputes Act 1947, the Payment of Wages Act, Contract Labour (Regulation & Abolition) Act 1970 with Contract Labour (R&A) 1971 and / or any other rules, regulations and / or statutes that may be applicable from time to time or that may be introduced by the Central /State Government or Municipal / Local Self Government authorities, subsequent to the date of this agreement. Default on this account shall be deemed as sufficient ground for termination of the Agreement. In case of accident arising out of and in the course of this agreement. GFGNL as Project Management Agency and DIGITAL BHARAT NIDHI(DBN), DoT being owner/ Principal Employer will not be

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

responsible for payment of any compensation or under any other law. It will be the sole responsibility of the bidder for payment towards loss or compensation whatsoever.

- III. The person engaged by bidder shall be treated as bidder's own employees and they will claim no privileges from DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL. The bidder will be directly responsible for administration of his employee as regards their wages, uniforms, general discipline and courteous behaviour.
- IV. **Insurance:** Without limiting any of his other obligations or liabilities, the bidder shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution and Operation & Maintenance. The bidder shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified GFGNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL may suffer or incur with respect to end / or incidental to the same. The bidder shall have to furnish originals and/or attested copies as required by the department of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL may require.

The Goods (Man, Material, Machinery) supplied including the infra taken-over under the shelter HoTo process, under this Contract shall be fully insured by the PIA, against any loss or damage during transit, up to the time it is installed at the Tenderer's designated location. For the Operations and Maintenance phase, the insurance taken should cover comprehensive risks such as fire, earthquake, theft, flood and cyclone (for wind speeds greater than 80 kmph). The PIA shall submit to the Tenderer, certificate of insurance issued by the insurance company, indicating that such insurances have been taken at the end of each payment milestone as a proof. Any slippage in procuring or renewing insurance during entire contract duration of 10 years(including implementation period, defective liability period, AMC warranty support) will be sole responsibility of the bidder and will not be considered as an exclusion in any condition/s and bidder will not free from their any liability.

In case of any requirement of insurance claim to be raised, it is the bidder's end to end responsibility to take up with Insurance company including but not limited to raising claim/s, submission of required supporting documents/evidences, joint visits and follow up for the Insurance claim settlement with the Insurance company. In case of any delay or negligence on part of bidder, GFGNL reserves the rights to recover total amount of damaged materials from the selected bidder's adjacent payables/PBG.

- V. **Compliance with Laws and Regulation:** During the performance of the works the bidder shall at his own cost and initiative fully comply with all applicable laws

of the land and with any and all applicable by-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and/or provisions. The bidder shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the bidder documents. If the bidder shall require any assignee or sub-bidder to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the bidder agrees as to undertake to save and hold DIGITAL BHARAT NIDHI(DBN), DoT/ GFGNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client ) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the bidder or any assignee or sub-bidder to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

### 9.32 The Bidder's Office

The Bidder's office shall be equipped with the following facilities within 7 days from the issue of Work Order:

- (i). Land line / Mobile,
- (ii). E-mail facility with PC

The bidder should have at-least one office in each Business Area of GFGNL and one nodal person in each district with above facilities. It may have more than one office in a district as per the operational need.

### 9.33 Confidentiality

- i. Selected agency understands and agrees that all materials and information marked and identified by the TENDERER as 'Confidential' are valuable assets of the TENDERER and are to be considered as proprietary information and property. Selected agency will treat all confidential materials and information provided by the TENDERER 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 tenderer without its prior written permission.
- ii. Selected agency shall not be liable for disclosure or use of any materials or information provided by the TENDERER or developed by selected agency which is:
  - 1. Possessed by selected agency prior to receipt from the TENDERER, other than



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

through prior disclosure by the TENDERER, as documented by selected agency's written records;

2. Published or available to the general public otherwise than through a breach of Confidentiality; or
  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 the TENDERER; or
  4. Developed independently by the selected agency.
- ii. If 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 the TENDERER and allow reasonable time to oppose such process before making disclosure.
  - iii. Selected agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause the TENDERER irreparable harm, may leave the TENDERER with no adequate remedy at law and the TENDERER is entitled to seek to injunctive relief.
  - iv. The TENDERER 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 must clearly marked it as "Strictly confidential". The TENDERER in turn will not share the same without prior concern of the selected agency.
  - v. Above mentioned "confidentiality clause" shall be applicable on both the parties i.e. the TENDERER and the successful bidder.

#### 9.34 Fraudulent And Corrupt Practices

- i. Fraudulent practice means a misrepresentation of facts to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the TENDERER of the benefits of free and open competition.
- ii. "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.
- iii. The TENDERER will reject a proposal for award and may forfeit the EMD and/or Performance Bank Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

### 9.35 Patent Rights, Copy Right & Ipr

- i. The Service Provider shall indemnify tenderer against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods/services. In the event of any claim asserted by a third party, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and tenderer is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation to the Tenderer including all expenses, court costs and lawyer fees.
- ii. All the software licenses on the name of Tenderer.
- iii. IPR of finished / customized product shall belongs to the tenderer.
- iv. The contractor shall indemnify GFGNL against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Service / goods or any part thereof in Indian Telecom Network.

### 9.36 Exit Management Procedure

- i. This Schedule sets out the provisions, which will apply on expiry or termination of the Contract Period and/ or earlier termination of the bidder and/ or the SLA for any reasons whatsoever. An Exit Management plan shall be furnished by bidder in writing to the Tenderer within 60 days on completion of the contract period or termination of the contract for default of the bidder, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation and Service Level monitoring.
- ii. A detailed program of the transfer process that could be used in conjunction with a Replacement bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
- iii. Plans for provision of contingent support to Project and Replacement bidder for a reasonable period after transfer.
- iv. Exit Management plan in case of normal termination of Contract period.
- v. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
- vi. Exit Management plan in case of termination of the PIA.
- vii. In the case of termination of the Project implementation and/or SLA due to illegality, the parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- viii. The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- ix. The Exit Management Period starts, in case of expiry of Contract, 3 months before the Contract comes to an end or in case of earlier termination of Contract, on the date of service of termination orders to the Service Provider. The Exit Management Period ends on the date agreed upon by the tenderer or six months after the beginning of the Exit Management Period, whichever is earlier.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- x. During this period, the Service Provider should:
  - a) Deliver the services.
  - b) Provide necessary support to the Tenderer's staff, nominated agency, or replacement Service Provider.
  - c) Permit reasonable access to its employees and facilities to the tenderer and/or any replacement Service Provider for knowledge transfer.
- xi. Payments during the Exit Management Period shall be made in accordance with the Terms of Payment Schedule.
- xii. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.
- xiii. The Service Provider shall permit the tenderer and/or any replacement Service Provider to have reasonable access to its employees and facilities as reasonably required by the tenderer to understand the methods of delivery of the Services employed by the Service Provider and to assist appropriate knowledge transfer.
- xiv. Exit Management plan at the minimum adhere to the following:
  - 1. Three (3) months of the support to Replacement PIA post termination of the Contract
  - 2. Complete handover of the Planning documents, bill of materials, technical specifications of all equipment, user manuals, guides, IPR, network architecture, change requests if any reports, documents, and other relevant items to the Replacement PIA / Tenderer
  - 3. Certificate of Acceptance from authorized representative of Replacement PIA issued to the PIA on successful completion of handover and knowledge transfer
  - 4. In the event of termination or expiry of the contract, Project Implementation or Service Level monitoring, both PIA and Tenderer shall comply with the Exit Management Plan.
  - 5. During the exit management period, the PIA shall use its best efforts to deliver the services

#### 9.37 Support From External Agency

- I. Sub-letting/contracting of entire work or in part thereof is not permitted. The bidder needs to complete all the defined activities as per scope of work on its own. No Data/ Information should be sent out of the premise without obtaining prior written confirmation from the TENDERER. The successful bidder shall be allowed to obtain advisory support from within its organization towards legal or contractual vetting of drafts.

#### 9.39 GFGNL's Right To Ban Business Dealings

GFGNL reserves the right to ban business dealings with a bidder for a suitable period in case the bidder fails to honour its bid without sufficient grounds.

#### 9.40 Liquidated Damages (Ld)

Compensation of loss on account of late delivery (actually incurred as well as notional) where loss is pre-estimated and mutually agreed to is termed as Liquidated Damages (LD). The law allows recovery of pre-estimated loss provided such a term is included in the contract, and there is no need to establish actual loss due to late supply. However, it would strengthen the Procuring Entity's rights if it were established and kept on record that inconvenience and loss have been caused due to the delay in supplies, though the loss cannot be exactly quantified, and hence liquidated damages are applicable as a genuine pre-estimate of the loss.

#### 9.41 Quantum Of Ld

- I. LD a sum equivalent to 0.5 (half) per cent of the delivered price (including elements of GST, freight and variations as per sub-para(2) below) of the delayed Goods and/ or incidental Works/ Services/ deliverables for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% (or any other percentage if prescribed in the contract) of the total contract value. In case of inordinate delay (i.e., Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays may be treated as a breach of contract and shall be noted as deficient performance and held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a deficient performance. In case GFGNL decides to allow performance of contract, after inordinate delays, maximum limit on LD shall be 10% (instead of 5%) of the total contract value) this maximum deduction shall be 10% of the total contract value.
- II. For purpose of GST, liquidated damages should be shown as deductions on the invoice value by the contractor.

#### 9.42 Taxes & Duties

Bidder is liable for all taxes and duties etc. as may be applicable from time to time.

- i. The quoted offer should be exclusive of Taxes. Taxes shall be paid extra on actual, as applicable. The taxes prevailing at the time of raising the invoice shall be paid. GFGNL shall deduct appropriate tax as applicable at source from the payment against the delivery & services and corresponding TDS certificate shall be issued at the end of respective quarter.
- ii. The bidder shall meet the requirements of applicable goods & Service Tax (GST).
- xiii. Invoices in the name of "Gujarat Fibre Grid Network Limited" or "Digital Bharat Nidhi" or Or CCA-Gujarat written instruction from GFGNL in line with provided guideline from Gol, clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, etc. However, the name of authority for invoicing name will be communicated during Master Service Agreement (MSA) with selected bidder as per milestone mentioned above in the RFP related sections.
- xiv. All Invoices should be raised from the Gujarat.
- xv. If any additional tax/cess/any government levy is applicable, then reimbursement will

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

be on actual basis submission of valid payment proof.

- xvi. Payments should be subject to deductions of any amount for which the PIA is liable under the RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- xvii. The tax component i.e. Goods and Service Tax (GST) as applicable shall be mentioned separately and Payments shall be released only on satisfactory acceptance of the deliverables by GFGNL for each task for End-to-End connectivity for individual locations.
- xviii. All payments shall be released after certification of Delivery & Implementation and acceptance by GFGNL.
- xix. Payment shall be released by the GFGNL against the invoices raised by bidder within 30 calendar days from the date of providing all the relevant documents and are complete in all reference.
- xx. All payments shall be made through RTGS only.
- xxi. Statutory variation in the rate of GST, taking place between the date of award of contract and the original / refixed delivery period or service period, shall be to the purchaser's account. For claiming any change in price due to such Statutory variation, the successful bidder shall have to lodge claim before the purchaser providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / refixed delivery period. Purchaser shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.
- xxii. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- xxiii. If the PIA fails to furnish necessary supporting documents i.e. GST invoices in the name of "Gujarat Fibre Grid Network Limited" or "Digital Bharat Nidhi" or Or CCA-Gujarat written instruction from GFGNL in line with provided guideline from GoI / Gujarat. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available to the purchaser i.e. GFGNL (as applicable to this tender), the amount pertaining to such Duties/Taxes will be deducted from the payment due to the PIA.
- xxiv. Tax amount will be paid to the PIA only after PIA declares the details of the invoices in its return in GSTR-1 and GSTR-3B uploaded by the PIA and after submission of proofs of GST compliances.
- xxv. TDS/TCS under Income Tax Act 1961 & GST Acts shall be deducted by GFGNL.
- xxvi. GFGNL can adjust/ forfeit Bank Guarantee obtained from the PIA against any loss due to non compliances towards Tax Laws on account of PIA's default.
- xxvii. In case GFGNL has to pay GST on reverse charge basis, the PIA would not charge GST on its invoices. Further, the PIA undertakes to comply with the provisions of GST law as may be applicable.
- xxviii. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

#### 9.43 Set Off

Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by GFGNL or any other person(s) contracting through GFGNL and set off the same against any claim of GFGNL such other person or person(s) for payment of a sum of money arising out of this contract

#### 9.44 Training

- a. The bidder shall provide training for supervisory staff of the purchaser or ultimate consignee or DIGITAL BHARAT NIDHI(DBN), DOT free of cost where required for the purpose of Quality and Acceptance Testing.
- b. The bidder shall provide training for the functioning of active and passive elements like cabin, SMPS, battery bank, rectifier, air conditioner, servo stabilizer, FCU, Fire suppression system, solar system etc.
- c. The training session frequency, duration and batch sizes shall be mutually decided so as to meet the actual requirement. The training physical material including the videos per shelter per packages shall be shared by bidder to GFGNL and/or DIGITAL BHARAT NIDHI(DBN) and/or ultimate consignee, for further on line/offline training sessions as per the requirement.
- d. The bidder has to arrange the training material, venue and all other arrangements except conveyance and stay arrangement.

#### 9.45 Documents Required For Claiming Payment

For claiming payment, the following documents are to be submitted to the paying authority.

- a) Invoices in the name of “Gujarat Fibre Grid Network Limited” or “Digital Bharat Nidhi” or Or CCA-Gujarat written instruction from GFGNL in line with provided guideline from Gol, clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, etc. However, the name of authority for invoicing name will be communicated during Master Service Agreement (MSA) with selected bidder.
- b) QA Inspection Certificate of the material used (as applicable).
- c) Proof of completion of work (AT certificate).
- d) E-challan, procurement of goods/AMC/warranty (as applicable).
- e) Proof of payment of GST, if applicable.
- f) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.
- g) Warranty and AMC certificates of each item procured, commissioned and for extended warranty of existing equipment as per financial bid.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

**Note:-**

1. If the PIA fails to furnish necessary supporting documents i.e. GST invoices in the name of "Gujarat Fibre Grid Network Limited" /DBN/CCA-Gujarat Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available to the purchaser i.e. GFGNL (as applicable to this tender), the amount pertaining to such Duties/Taxes will be deducted from the payment due to the PIA.
2. Tax amount will be paid to the PIA only after PIA declares the details of the invoices in its return in GSTR-1 and GSTR-3B uploaded by the PIA and after submission of proofs of GST compliances.
3. TDS/TCS under Income Tax Act 1961 & GST Acts shall be deducted by GFGNL on behalf of DIGITAL BHARAT NIDHI(DBN), DOT under DIGITAL BHARAT NIDHI(DBN) PAN/TAN/ GSTIN as a Tax deductor of GFGNL at the prescribed rate, if any (as the case may be).
4. GFGNL on behalf of DIGITAL BHARAT NIDHI(DBN), DoT can adjust/ forfeit Bank Guarantee obtained from the PIA against any loss due to non-compliances towards Tax Laws on account of PIA's default.
5. In case GFGNL has to pay GST on reverse charge basis, the PIA would not charge GST on its invoices. Further, the PIA undertakes to comply with the provisions of GST law as may be applicable.
6. No payment will be made for goods/ works/services rejected at the site on testing.

**h)GST Invoice:**

- i. All the details of PIA (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- ii. Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher in the name of GFGNL/DBN/CCA-Gujarat need to be issued in compliant format and timely within the time prescribed under GST law.
- iii. In case of any deficient/incomplete/rejected supply, GFGNL on behalf of DIGITAL BHARAT NIDHI(DBN), DoT shall convey the same in reasonable time to enable the PIA to issue credit note and take tax adjustment.
- iv. It would be the responsibility of the PIA to declare correct information on invoice and GSTN portal viz. the amount, the place of supply, rate of tax etc.
- v. Registered location of both the parties i.e. GFGNL and PIA should be mentioned with GSTIN No. Further, PIA should raise invoices at the registered premise of GFGNL and ensure that the place of supply as per GST law is same as registered premise of at the premises of its agent GFGNL.



- vi. PIA to raise invoices as per the supply location as per GST law.
- vii. Invoice number should be mentioned on the e-way bill, if applicable. The E-way bill is to be on the name of which the WO has been awarded.
- viii. PIA shall be responsible for timely issuance and delivery of invoice/ DN/ CN on or before the stipulated time period provided by the GST law. It is the responsibility of the supplier to ensure that outward supply return (GSTR- 1) would be filed correctly. If not, than cost would be borne by supplier.
- ix. Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify GFGNL,/DIGITAL BHARAT NIDHI(DBN), DoT for the loss of credit (if applicable for this tender) due to mis-match. The compliances to be adhered by supplier includes(but is not limited to) the following:
  - a. Uploading appropriate invoice details on the GSTN portal within the stipulated time;
  - b. Issuing GST compliant invoice / CN/ DN in the name of GFGNL /DBN/CCA-Gujarat should be referred by supplier for capturing information on the invoice.
  - c. Supplier needs to pay the entire self-assessed tax on timely basis.
  - d. Where invoice is not uploaded or incorrect upload of invoice detail on GSTN portal by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by GFGNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify GFGNL for the losses of credit and interest paid due to mismatch.
- x. Supplier to issue all necessary documentation and perform all necessary compliances to GFGNL.
- xi. A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of this contract, then supplier must indemnify GFGNL,DoT,DIGITAL BHARAT NIDHI(DBN) due to default of supplier.
- xii. It shall be the responsibility of the supplier to mention place of supply of goods/services in the invoice issued.

#### 9.46 Risk Purchase

- i) If the selected Bidder of any particular package (referred to as P1 package here in this clause) fails to perform its obligations (or any part thereof) under this scope of this RFP or if the scope of this RFP is terminated by the Tenderer due to breach of any obligations of the selected Bidder under scope of this RFP, the tenderer reserves the

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

right to procure the same or equivalent Hardware / Services / Deliverables from other sources as per options mentioned below.

1. from successful Bidder of other packages who agrees to execute the work at L1 discovered rate of P1 package or L1 discovered rate of their respective package(s) whichever is lower.
  2. from L2 / L3 / ...Ln Bidder of the P1 package (where n is the total number of bids received in P1 package) with the first Bidder out of L2 / L3 / ...Ln who agrees to match the price of L1 discovered rate of P1 package.
  3. from any other "alternate source". The procurement from "alternate source" shall be done, as far as possible, through Government's procurement guidelines as deemed appropriate by the tenderer.
- ii) Above mentioned procurement will be done at the selected Bidder's (who has failed to perform its obligations & thus defaulted) risk, cost and responsibility. Any incremental cost borne by the Tenderer in procuring such Hardware / Services/ Softwares / Deliverables shall be borne by the selected Bidder (who has failed to perform its obligations & thus defaulted). Any such incremental cost incurred in the procurement of such Hardware / Services / Deliverables from other source will be recovered from the pending due and payable Payments / Security Deposit / Bank Guarantee provided by the selected Bidder (defaulted Bidder) under this scope of this RFP and if the value of the Hardware / Services / Deliverables under risk purchase exceeds the amount of pending payable payments / Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process. The procurement from alternate source shall be done, as far as possible, through Government's procurement guidelines as deemed appropriate by the tenderer.

In this case of risk purchase, L1 Bidder(s) of other package(s) or L2 / L3 / ...Ln Bidder of the P1 package or any alternate source will have to submit performance bank guarantee @ 5% of the total value of the work allotted to the Bidder.

#### 9.47 Public Procurements

- a. In accordance to guidelines of GoI issued vide No. P-45021/2/2017-PP(B.E.-II) dated 16th September, 2020, No. P-45021/102/2019-BE-II- (part(I) (E-50310) dated 04.03.2021 and Department of Telecommunications Gazette notification dated 29th August 2018 along with instructions as amended from time to time by Govt. of India, in order to encourage make in India and promote manufacturing and production of goods and services in India, preference will be given to domestically manufactured equipment envisaged to be procured through this tender. A copy of the aforesaid Notifications/ Guidelines/ Amendments can be downloaded from Department of Promotion of Industry and Internal Trade website i.e. URL [www.dipp.gov.in](http://www.dipp.gov.in). Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

may be treated as an integral part of the tender document.

- b. As per aforementioned guidelines there shall be three categories for manufacturers/suppliers:
  - I. Class-I Local Supplier: A supplier or service provider whose goods, services or works offered for procurement meets minimum 'Local Content' of 50%.
  - II. Class-II Local Supplier: A supplier or service provider whose goods, services and works offered for procurement meets minimum 'Local Content' of 20% but less than 50%.
  - III. Non-Local Supplier: A supplier or service provider whose goods, services and works offered for procurement has 'Local Content' less than 20%.
- c. The Local Content shall mean the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. DPIIT letter dated 16.09.2020 & 04.03.2021 shall be referred for calculation of Local Content of bid.
- d. The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. However, the participation is open to all i.e. Class-I, Class-II and to Non-local suppliers including foreign suppliers.
- e. It is mandatory for the bidder to submit a self-certification as per proforma in Annexure and an undertaking in Annexure format, along with the bid that the items (Excluding Services (I&C) and AMC value) offered as package in this tender meets the minimum local content and shall give details of the locations at which the local value addition is made. In addition, such bidder is also required to provide a certificate from the statutory auditor or cost auditor of the company giving the percentage of local content in accordance to DPIIT letter dated 16.09.2020 & 04.03.2021. Furnishing of false information on this account shall attract penal provisions as per the Guidelines/Notification. Bidders may note that whereas GFGNL may at its discretion choose to randomly verify any of the documents submitted towards fulfilment of claims of PMI under this clause, it is under no obligation to verify the self-declaration of bidder and/or certificate of Chartered Accountant/Cost Accountant regarding the bidder meeting the criteria to be eligible for class I / class II status in this tender. Acceptance of the documents furnished by the bidder as part of the bid by GFGNL in this regard shall not amount to endorsement of their content by GFGNL, and consequences of false declarations if any, discovered at any stage before or after award of work shall completely fall on the bidder.
- f. All instructions/ amendments on the subject of PMI issued by DPIIT or any other department of Government of India, up to the date of bid shall be applicable for this tender, and bidders claiming any benefits under subject provisions must ensure full compliance by furnishing the necessary documents, beyond the list of documents mentioned in this tender.
- g. No relaxation in this shall be given and any delay in achieving the milestone shall attract penalties as per the provision of the tender.
- h. The PIA shall submit the Field Trial test schedule; covering all the technical specifications

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

as per the tender; to GFGNL for approval.

- i. The TSEC and field trial shall not absolve the PIA for offering the individual equipment for acceptance testing after installation.
- j. Being a turn-key project, the responsibility of the PIA shall be to meet all the performance parameters, functional requirements and SLA benchmarks during the entire contract period. In case, the router or any other equipment does not meet these requirements during Acceptance Testing and/ or O&M period, the PIA shall be bound to replace such equipment with appropriate equipment meeting all the requirements specified in the tender for entire contract period on its own cost.
- k. Any bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in the annexure of O.M. No. 7/10/2021-PPD(1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. The bidders shall submit an undertaking in this regard as per format provided, of this tender document.
- l. The Mandatory Testing and Certification of Telecom Equipment (MTCTE) guidelines require that every telecom equipment must undergo mandatory testing and certification prior to sale, import of use in India.
- m. The supplied products under this project shall meet the extant guidelines on MTCTE issued by TEC from time to time for various telecom equipment.
- n. The instructions regarding supply of 'Trusted products' as mandated by DoT vide File no- 20-271/2010 AS-I (Vol-III) dated 10.3.2021, along with its amendments, issued from time to time, shall have to be complied for this tender. The bidder/ OEM shall not be in the notified list of designated sources, from whom no procurement can be done, as per above letter.
- o. Routers and RFMS, to be supplied under this tender, should comply "Trusted Products" before delivery. In case, the make/ model is not approved as "Trusted Product", then, the bidder/ OEM shall obtain the approval for the tendered products from the designated office.
- p. Alternatively, the bidders can provide all documents/ information to GFGNL for application on trusted portal, in their technical bid. The format for submission of information (to be submitted with technical bid) is enclosed.
- q. In case of imported products, OEM should have a registered office and Service Support Centre in India to provide after sales service support in India.

The bidder is required to submit a certificate to this effect, as part of its bid

#### 9.48 Compliance of laws

- i) Selected Bidder shall perform their duties in strict compliance with all applicable laws in India along with rules & regulations of the duly constituted Government authorities in India and shall obtain all licenses and necessary approvals, if any, required by laws in India in connection with the services to be rendered hereunder.
- ii) Services provided to the customers shall be subject to Indian Telegraph Act 1885 and DoT / TRAI directions.
- iii) Bidder shall perform their duties in strict compliance with all applicable laws in India along with rules & regulations of the duly constituted Government authorities in India and shall obtain all licenses and necessary approvals, if any, required by laws in India in connection with the services to be rendered hereunder.

#### 9.49 Extension of Work

10 Years (Total 10 Years (including implementation period, defective liability period, AMC warranty support)) from the date of assigning work order (with successful completion of handover to GFGNL BharatNet Phase-III PIA). At the end of the contract duration, performance of the selected bidder may be reviewed, and the contract may be extended up to 6 months + 6 months or till the time of successful completion of handover to GFGNL O&M PIA based on mutual agreement.

#### 9.50 Terms and Conditions Of Bidders

Printed terms and conditions of the Bidders shall not be considered as forming part of their Bids.

#### 9.51 Revelation of Prices

Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

#### 9.52 Tenderer's Right to vary Scope of Contract

The quantities mentioned in financial bid tables are indicative and provided to enable the bidders to take a judgement about the volume of the scope of work. GFGNL doesn't provide any guarantee about the total number of locations to be allotted and timeline of allotment.

#### 9.53 Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

#### 9.54 Publicity

The SI shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Tenderer first gives the SI its written consent.

#### 9.55 Force Majeure

- Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force

**Majeure Events.** The bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

#### 9.56 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:
- **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.
- 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:
    - 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.
    - Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature.
  - Any event or circumstance of a nature analogous to any of the foregoing.
- **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:
    - Unavailability, late delivery
    - Delay in the performance of any contractor, sub-contractors or their agents.
- **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 05 (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.

#### 9.57 Termination

The Tenderer may, terminate this Contract in full or in part by giving the prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- a) Where the Tenderer is of the opinion that there has been such Event of Default on the part of the PIA which would make it proper and necessary to terminate this Contract and may include failure on the part of the PIA to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract including the following:
  - i. failure to perform the obligations under the Contract.
  - ii. the PIA and its team have failed to conform with any of the service specifications as set out in the RFP and the Contract.
  - iii. the PIA has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the RFP and this Contract.
  - iv. The PIA has failed to comply with any terms and conditions of this RFP & the Contract.
  - v. There is an undue delay in achieving the agreed timelines for delivering the services under this Contract due to reasons solely attributable to the PIA.
  - vi. If it comes to knowledge of the Tenderer that the PIA or any of their personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
  - vii. Where it comes to the Tenderer's attention that the PIA (or the PIAs' Team) is in a position of actual conflict of interest with the interests of the Tenderer, in relation to any of the terms of the PIA's Bid, the RFP or this Contract.
  - viii. Where the PIA's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the PIA, any failure by the PIA to pay any of its dues to its creditors, the institution of any winding up proceedings against the PIA or the happening of any such events that are adverse to the commercial viability of the PIA. In the event of the happening of any events of the above nature, the Tenderer shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor PIA and to ensure business continuity.
- b) Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, the GFGNL shall issue a notice of default to the PIA, setting out specific defaults / deviances / omissions and providing a period of up to thirty (30) days to enable the PIA to remedy the default/ deviances / omissions committed. It shall be the responsibility of the PIA to maintain the agreed Quality of Service, even during the period when the notice for termination of agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

termination at risk and consequent of PIA and Performance Bank Guarantee shall be forfeited, without any further notice.

- c) Termination for Insolvency: The Tenderer may at any time terminate the Contract by giving written notice to the PIA, without compensation to the PIA, if the PIA becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Tenderer.
- d) Termination for Convenience: The Tenderer, may, by prior written notice sent to the PIA at least 3 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Tenderer's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

The PIA may, subject to approval by the Tenderer, terminate this Contract before the expiry of the term by giving the Tenderer a prior and written notice at least 6 months in advance indicating its intention to terminate the Contract.

#### 9.58 Consequences of termination

- I. In the event of termination of this contract due to any cause whatsoever, the contract with stand cancelled effective from the date of termination of this contract.
- II. In case of exigency, if the Tenderer gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the PIA as mentioned in clause –Risk Purchase unless the Termination is due to any act and/or omission by the reason solely attributable to Tenderer.
- III. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the PIA or due to the fact that the survival of the PIA as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Tenderer through re-determination of the consideration payable to the PIA as agreed mutually by the Tenderer and the PIA or through a third party acceptable to both the parties may pay the PIA for that part of the Services which have been authorized by the Tenderer and satisfactorily performed by the PIA up to the date of termination. Without prejudice to any other rights, the Tenderer may retain such amounts from the payment due and payable by the Tenderer to the PIA as may be required to offset any losses caused to the Tenderer as a result of any act/omissions of the PIA. In case of any loss or damage due to default on the part of the PIA in performing any of its obligations with regard to the execution of the scope of work under this Contract, the PIA shall compensate the Tenderer for any such loss, damages, or other costs, incurred by the Tenderer. Additionally, other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the PIA as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Tenderer and as may be proper and necessary to execute the scope of work under the Contract in terms of the PIA's Bid, the RFP, and this Contract.

- IV. Nothing herein shall restrict the right of the Tenderer to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, and pursue such other rights and/or remedies that may be available to the Tenderer under law.
- V. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- VI. Actions pursuant to Termination of Agreement:

Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) Neither Party shall represent the Other Party in any of its dealings.
- b) Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.
- c) Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.

#### 9.59 Insurance

- I. The Goods supplied & installed under this Contract shall be fully insured by the selected bidder, against any loss or damage at the Tenderer's designated location for entire contract period. The insurance taken should cover risks such as flood, theft, fire, earthquake, and cyclone (for wind speeds up to 80 kmph). The bidder shall submit to the GFGNL, certificate of insurance issued by the insurance company, indicating that such insurances have been taken against entire solution & certificate has to be submitted by bidder to GFGNL. Bidder shall be designated as the 'loss payee' in such insurance policies; bidder shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time till end of contract period. In case of delayed procurement of insurance from selected bidder, all responsibilities of all supplied and/or installed equipment will be on bidder before taking the insurance. Insurance cost needs to be mentioned separately in detailed price bid separately submitted physically. Tenderer will not may any extra amount to the bidder for this.
- II. The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing / shipment site of the OEM to the port of landing.
- III. All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the bidder.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- IV. The bidder during the term of this contract undertakes to ensure that it has taken or shall take up all appropriate insurances for the delivery of goods that it is required to undertake under law as well as to adequately cover its obligations under this Contract: shall take out and maintain, at his own cost insurance with IRDA approved insurers against the risks, and for the coverage, as specified below: shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at the Tenderer's request, shall provide certificate of insurance to the Tenderer showing that such insurance has been taken out and maintained. Employer's liability and workers' compensation insurance in respect of the Personnel of the bidder / bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and Insurance against loss of or damage to (i) equipment or assets procured in full or in part for fulfilment of obligations under this Contract (ii) the bidder's assets and property used in the performance of the Services.
- V. In case of theft of any asset, successful bidder(s) will have to carry out all required process to lodge police complain / FIR. GFGNL will assist bidder(s) wherever required.
- VI. Bidder has to take the above insurance of site porta cabin with all line items integrated into it and transfer the same to GFGNL O&M PIA for the entire 10 years.
- VII. Damage infrastructure due to risk covered under the insurance, bidder will be solely responsible to restore the same within to restore the damage within 48 Hrs maximum.  
In the case, of damage to entire shelter, same need to restore within 30 days' time.
- VIII. Failure to taking insurance, if in any case damage occurred to site or line items occurred GFGNL reserves the rights to recover total amount of damaged materials from the selected bidder's adjacent payables/PBG and also can be reserve the rights to blacklist the selected bidder from GFGNL's /DST's upcoming tenders for minimum 2 years.

#### 9.60 General

##### I. Relationship between the Parties

- a. Nothing in this Contract constitutes any fiduciary relationship between the Tenderer and PIA / PIAs' Team or any relationship of employer employee, principal and agent, or partnership, between the Tenderer and PIA.
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms & conditions of this Contract.
- c. The Tenderer has no obligations to the PIA's Team except as agreed under the terms & Conditions of this Contract.

##### II. No Assignment

- a. The PIA shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Tenderer.

**III. Survival**

- a. The provisions of the clauses of this Contract and RFP in relation to documents, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation.
- b. to confidentiality, the obligations continue to apply unless the Tenderer notifies the PIA of its release from those obligations.

**IV. Entire Contract**

- a. The terms & conditions laid down in the Contract and all the Annexures thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

**V. Governing Law**

- a. This contract shall be governed and interpreted in accordance with the laws of India and the rules of Government of Gujarat. The place where the contract is to be performed shall have exclusive jurisdiction over all matters arising out of or in respect of the contract.

**VI. Jurisdiction of Courts**

- a. The courts of India at Gandhinagar/Ahmedabad have exclusive jurisdiction to determine any proceeding in relation to this Contract.

**VII. Compliance with Laws**

- a. The PIA shall comply with the laws in force in India in the course of performing this Contract.

**VIII. Waiver**

- a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

**IX. Modification**

- a. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

**X. Application**

- a. These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

#### 9.61 Terms & Conditions

- i) Selected bidder shall make arrangements to upgrade the existing GFGNL shelter.
- ii) The supplied Devices and its parts by selected bidder shall be new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. Bidder has to ensure firmware upgrade time to time during contract period and OEM through bidder or new bidder of ABP BharatNet Phase-III PIA(after handover takeover process) during 10 years after completion of successful FAT.
- iii) Selected agency shall apply for electricity meter in name of GFGNL to the concerned electricity provider and shall take follow up until the connection is provided. Delay on account of electricity connection time will be exempted from delay penalty. Selected agency shall make arrangements to install the meter nearby the porta cabin with necessary accessories in weather proofing Box.
- iv) GFGNL will support administratively wherever feasible and pay electricity bill as per actuals post installation.
- v) QA/QC certificate from the respective OEM for the Battery, Powerplant, AC has to be provided by bidder for the deployed product at site. This is sufficient as far as AT is concern.
- vi) OEM shall ensure that all equipment/components/sub- components being supplied by them shall be supported for atleast for coming 10 years from the successfully completion of FAT. If the same is de-supported by the OEM for any reason whatsoever, The bidder shall replace it with an equivalent or better substitute that is acceptable to tenderer without any additional cost to the tenderer and without impacting the performance of the solution in any manner whatsoever.
- vii) Post award of work order, for any reason, if OEM fails to supply or doesn't support, then permission will be given to replace it with an equivalent or better substitute, which conforms to the specifications as in current RFP - subject to such product being acceptable to the tenderer without any additional cost to the tenderer and without impacting the performance of the solution and time line of the Project in any manner whatsoever subject to levy of a penalty of 1% of the of the Capex cost of pending work subjected to GFGNL's competent authority approval and the adherence to clause mentioned above in section 3.1 of eligibility criteria in note: ii.
- viii) All safety equipment required for installation and commissioning shall be provided by the bidder.
- ix) Selected agency shall have to do the location marking jointly with GFGNL and its authorized agency at Govt. Premises before starting the work and submit the joint visit documentation to GFGNL head office.
- x) Selected agency will have to showcase first porta cabin infrastructure at proposed location as prototype and get GFGNL team's approval before proceeding for other locations.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- xi) Selected Agency will have to do the necessary changes as suggested by GFGNL team in the prototype site and then only proceed for further locations.
- xii) Bidders have to take care of all safety precaution during installation and commissioning of all supplied equipment's at site.
- xiii) Selected agency shall supply all required accessories for installation, commission & testing of installed Devices and its parts.
- xiv) Selected agency shall supply and install ISI mark electrical cables (Preferable make: Finolex, Polycab, RR Kabel, Havells or its equivalent) with >5 sq.mm. with suitable and compatible lugs as per load required for interconnection between different electrical components (including but not limited to) i.e. SMPS, Meter box, battery bank, AC and till power panel of all racks to enable PIA teams to install the proposed electronics devices. Bidder will have to use ISO standard compliant Electrical cables.
- xv) Electronic Equipments installed by GFGNL will run on -48 VDC.
- xvi) Samples of all prefabricated panels and other fitments will be provided and approved before commencement of the work.
- xvii) Selected agency will also have to construct minimum 2 earthing pits each for earthing of electrical & electronic equipment's per site near to shelter connected in grid with plate/chemical earthing. Dimension of earthing plate should be minimum 600 mm \* 600 mm \* 5 mm. Both earthing pits will be connected in grid. There will be 2 such separate grids (total 4 earthing pits) for electrical & electronic equipment's. All material and hardware's to be supplied by the contractor shall be new, unused and of best quality and shall conform to the specifications given here under and to latest specifications of BIS.
- xviii) All Earthing system elements (Like earthing plate, earthing strip etc.) should be of copper for electronic earthing. & same should be of chemical earthing. Two Earthing pits for Electronics with copper plate & Two earthing pits for Electrical Earthing with chemical earthing needs to be constructed. Chemical earth electrode (Strip-in-pipe Technology): Strip in pipe technology concept involves GI Strip inserted inside the GI pipe. Both are subjected to Hot dip galvanization of minimum 250 microns after fabrication. The empty space in the pipe shall be filled with a specially developed crystalline conductive mixture. For uniform distribution of fault currents an earth electrode must be cylindrical in shape.
- xix) Earthing value should be  $\leq 0.5$  Ohm for electronics equipments &  $\leq 5$  Ohm for electrical equipments.
- xx) GFGNL will only have the rights to install any additional rack (as per space feasibility), any additional equipment inside existing rack, laying & installation of any additional optical fibre cable through its vendors/contractors. GFGNL will also have rights to allow any 3rd party organization to install its rack, its equipment inside GFGNL's rack and laying & installation of optical fibre cable within shelter / porta cabin. Non-discriminatory access including leasing of dark fibres shall be provided to Service Providers. If required, selected bidder will be informed 24 hours prior for any such Third-party activity.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- xxi) The rates quoted by the bidder shall include transportation, loading/unloading and labour charges for all scope of work mentioned in this RFP. No additional payment other than what has been quoted for in the tender shall be payable to the selected bidder under any circumstances.
- xxii) Bidder shall have to print the name of the tenderer and /or logo on each Porta cabin/Shelter at each infrastructure site.
- xxiii) Bidder shall have to provide onsite support within 24 hours of intimation given by GFGNL on call/e-mail for any issues.
- xxiv) Date of completion shall be the date on which completion certificate is issued to the agency by GFGNL which shall only be done after rectification of defects, if any pointed out by the GFGNL representative to the selected bidder / his contractor / his representative.
- xxv) Post award of Work order for respective infrastructure site, GFGNL will do acceptance post completion of work by successful bidder at site. Post AT clearance acceptance Memo will be issued by GFGNL. Post that it will be handed over to GFGNL. GFGNL will align for acceptance within 96 hours post offer of AT for infrastructure site by selected Bidder.
- xxvi) Machinery, equipment, implements, material and consumables proposed to be used to fulfill the scope of work of this RFP should be clearly indicated and will be selected bidder's responsibility.
- xxvii) All accessories required for porta cabin as per scope of work of this RFP needs to be supplied.
- xxviii) manual each of all electrical equipment's will be provided per site mentioning process for installation and commissioning of equipment including configuration, operational procedure for preventive & reactive maintenance and do's & don'ts.
- xxix) As per labour law of Government of India, labour license and other liabilities are sole responsibility of the bidder and GFGNL will not be responsible for any labour law liabilities.
- xxx) In case of physical damage done to shelter/Porta cabin or any other infrastructure components post installation and commissioning at any infrastructure location; Bidder shall have to support for restoration. GFGNL will pay for same as per actuals based on the insurance covered and payment released by insurance company.
- xxxi) GFGNL shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply at Site Office.
- xxxii) The rates quoted by the bidder shall include transportation, loading/unloading and labour charges for all scope of work mentioned in this RFP. No additional payment other than what has been quoted for in the tender shall be payable to the selected bidder under any circumstances.
- xxxiii) Bidder shall have to print the name of the tenderer and /or logo on sticker and paste on each Devices and its parts at site.



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

xxxiv) GFGNL will align for acceptance within 72 hours post offer of AT by selected Bidder.

xxxv) Bidder should meet the following Support requirement:

Telephonic Support : 24\*7

Response Time for incident : Onsite Resolution within 24 Hours

xxxvi) Selected Bidder shall ensure that there is no loss or damage to the property of shelter or at premise selected by GFGNL while executing the Contract. On account of any negligence, commission or omission by the engineers of the Bidder/OEM and if any loss or damage caused to the Equipment's /servers / other devices, the Bidder/OEM shall indemnify /pay /reimburse the loss suffered by the GFGNL.

xxxvii) The rate provided by the selected agency will be valid for 120 Months from the date of award of work. After 120 Months of awarded of work order, the rate will be valid with inflation or mutual agreement between GFGNL and selected bidder.

xxxviii) All hardware / software/AMC/ Warranty procured against this bid should be in the name of GFGNL or DBN or DBN/CCA-Gujarat written instruction from GFGNL in-line with provided guidelines from Gol.

xxxix) The bidder to ensure removal of waste (Packaging material, boxes, waste etc.) within 2 days post installation at site at own cost.

xl) Bidder should also have to provide the Spoke person from his end as well as contact details of all OEMs along with escalation matrix along with time-to-time updation in same to GFGNL.

xli) Quoted price must include expenses for transportation, loading & unloading and packing & unpacking at sites.

xl ii) Non-availability of the stock should be informed in writing immediately.

xl iii) No part-supply will be allowed.

xl iv) Defective items or items not as per given brands, make & model as quoted, if any supplied must be taken back and be replaced with no additional cost to tenderer.

#### 9.62 Transfer of Ownership

- I. The bidder must transfer all titles to the assets and goods procured for the purpose of this project to the Tenderer upon acceptance of each site and its all equipment.
- II. Bidder shall responsible to provide documents for O&M, AMC, Warranty of supplied hardware and software under this RFP. Bidder has to submit the inventory report with detail information.
- III. The asset(s) so created shall be a National Asset fully owned by the Government of India and held on its behalf by GFGNL

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

## SECTION-10 FINANCIAL BID

- Below mentioned format is for financial bid and Same table would be available for each package on (n)procure website.
- Bidder is requested to refer Eligibility -Selection criteria & allotment of work while submitting financial bid.

### Financial Bid Format For Each Package

#### Package-A

#	Description	Uo M	Pkg-A (count)	Unit Price	Total Price(INR)	Taxes as applicable (%)	Total With Tax(INR)
			(A)	(B)	C= A*B	(D)=Tax %	(E)=C*D
1	Supply, installation, testing & commissioning of <b>Porta cabin/Shelter</b> with all accessories: Length –3 Meter, Width – 3 Meter, Height – 2.7 Meter including Services - of Civil work required to fix porta cabin including 5 years + 5 years of extended onsite replacement warranty. (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	147				
2	Supply, installation, testing & commissioning of <b>Switch Mode Power Supply (SMPS)</b> without rectifier modules with 5 years + 5 years of extended onsite replacement warranty. (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	147				
3	Supply, installation, testing & commissioning of <b>Rectifier modules of 80 Amp(1+1)</b> capacity with 5+ 5 years of extended onsite replacement warranty. (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	294				
4	Supply, installation, testing & commissioning of 1 set of <b>Battery bank</b> (Capacity: 600 AH for Lithium-Ion Batteries) with 10 years of warranty*( Bidder has to supply and provide warranty (5 years warranty and later 2 years extended onsite replacement warranty) through OEM. Bidder will	Nos .	147				

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Description	Uo M	Pk g-A (count)	Unit Price	Total Price(INR)	Taxes as applicable (%)	Total With Tax(INR)
			(A)	(B)	C= A*B	(D)=Tax %	(E)=C*D
	be solely responsible to replace the battery bank at the end of 7 years for the cases which are not replaced during 7 (5+2) years warranty period). (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)						
5	Supply, installation, testing & commissioning of <b>2TR twin Circuit without FCU</b> , with controller Commercial Grade ACs with 5 years+5 Years extended Onsite warranty for Compressor, controller, other active parts (circuits/pcb) and One Year replacement warranty entire Unit (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	147				
6	Supply, Installation, testing & commissioning of <b>Split AC unit</b> , 2 Ton-BEE star rating(should be 4 star and above) with 5 years +5 years extended onsite replacement warranty for compressor and one year onsite replacement warranty for entire unit. (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	50				
7	Supply, Installation, testing & commissioning of <b>Split AC controller module</b> with 5 years +5 years of extended onsite replacement warranty (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No	25				
8	Services –Civil work, Construction of <b>chemical earthing pits</b> with its civil works including supply of all required material, consumables, accessories, cables, etc. to successfully commission the site	Nos .	147				
9	Supply, Installation, testing & commissioning and service of <b>Electrical work</b> with supply of all required materials ( types of electrical cables (from row power to Power Plant and other internal shelter cabling), 2*bus bar, cable tray, ELCB- 63A Three	Nos .	147				

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Description	Uo M	Pk g-A (count) (A)	Unit Price (B)	Total Price(INR) C= A*B	Taxes as applicable (%) (D)=Tax %	Total With Tax(INR) (E)=C*D
	phase/Single Phase, ACDB, MCBs (63A – Power Mains MCB, 25A*2 for Air conditioners, 25A SMPS, 16A-01, 6A-03 for other lighting load,lugs, etc. ) and all other consumables accessories with casing capping,conduit,mounting clamp etc. to successfully commission the New Shelter site .						
10	Supply, Installation, testing & commissioning and service of <b>ELCB</b> (Earth Leakage Circuit Breaker) <b>for single phase</b> with 5 years +5 years extended onsite replacement warranty (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	77				
11	Supply, Installation, testing & commissioning and service of <b>ELCB</b> (Earth Leakage Circuit Breaker) <b>for three phase</b> with 5 years +5 years extended onsite replacement warranty (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	19				
12	Supply, Installation, testing & commissioning and service of <b>MCCB</b> (Moulded Case Circuit Breakers)for single phase-63 Amp with 5 years +5 years extended onsite replacement warranty (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	77				
13	Supply, Installation, testing & commissioning and service of <b>MCCB</b> (Moulded Case Circuit Breakers)for three phase-32 Amp with 5 years +5 years extended onsite replacement warranty (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	19				
14	Supply, Installation, testing & commissioning and service of <b>Auto Change Over Switch</b> with 5 years +5 years extended onsite replacement warranty(*Bidder has to quote the capex amount,as	Nos .	351				

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Description	Uo M	Pk g-A (count)	Unit Price	Total Price(INR)	Taxes as applicable (%)	Total With Tax(INR)
			(A)	(B)	C= A*B	(D)=Tax %	(E)=C*D
	warranty/AMC fixed price will be paid separately as per clause_9.17)						
15	Supply, Installation, testing & commissioning of Single Phase Air Cooled IP55 <b>Servo Stabilizer Single Phase 10 KVA</b> with 5 years +5 years extended onsite replacement warranty>(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	15				
16	Supply, Installation, testing & commissioning of Air Cooled IP55 <b>Servo Stabilizer Three Phase 16 KVA</b> with 5 years +5 years extended onsite replacement warranty(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	147				
17	Supply, Installation, testing & commissioning <b>FM200-Fire Suppression System</b> /Clean Agent(5Kg) with 5 years +5 years extended onsite replacement warranty	Nos .	35475				
18	Supply, Installation, testing & commissioning <b>Fire Extenguisher(2Kg)-cylinder</b> with 5 years +5 years extended onsite replacement warranty(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	147				
19	Supply, Installation, testing & commissioning <b>Free Colling Unit(FCU)</b> with 5 years +5 years extended onsite replacement warranty(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	35475				
20	Supply, Installation, testing & commissioning of <b>CCTV(Indoor)</b> with 5 years +5 years extended onsite replacement warranty(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos .	35475				
21	Supply, Installation, testing & commissioning of <b>4 Channel NVR</b> with 5 years +5 years extended	Nos .	8819				

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Description	Uo M	Pk g-A (count) (A)	Unit Price (B)	Total Price(INR) C= A*B	Taxes as applicable (%) (D)=Tax %	Total With Tax(INR) (E)=C*D
	onsite replacement warranty>(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)						
22	Supply, Installation, testing & commissioning of GI pole/angles at every one(1) meter of distance and 1.5 meter (5 ft) wire Chain Link <b>Fencing mesh</b> (2mm) with all necessary accessories GI with anti rusting coated paint for fencing and including colouring and all transportation	Sq. Ft.	12431				
23	Supply, Installation, testing & commissioning of <b>Entrance Gate</b> for shelter premises with side mounting pillar	Nos.	50				
24	Services <b>RCC pathway</b> in between main gate and shelter gate (in sq. ft.) with all required material and transportations to make the succesfully commission the site	Sq. Ft.	750				
25	<b>Foundation and DPC work</b> (for Boundary / Mesh work fencing with wire mesh) 2ft. height with 40 mm DPC with all required material and transportation to make the succesfully commission the site	Sq. Ft.	12431				
26	Fencing Type-2 <b>Boundary wall</b> (Brick/ Stonework) Pre-fabricated with plaster (for 5 ft.)with all required material and transportation to make the succesfully commission the site	Sq. Ft.	4359				
27	Supply, Installation, testing & commissioning of <b>Solar System at roof top</b> on shelter with pole mount and other accessories and it's controller with all necessary solar panel's, civil and mechanical works, to make the succesfully commission the site with 10 years of extended onsite replacement warranty. (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	Nos.	88				
28	Supply, Installation, testing & commissioning <b>Structured electrical wiring for Solar System</b> with accessories such as casing capping/ Conduit, mounting clamp, MCB etc. to make the succesfully	Nos.	88				

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Description	Uo M	Pk g-A (count)	Unit Price	Total Price(INR)	Taxes as applicable (%)	Total With Tax(INR)
			(A)	(B)	C= A*B	(D)=Tax %	(E)=C*D
	<del>commission the site with 10 years of extended onsite replacement warranty. (*Bidder has to quote the capex amount, as warranty/AMC fixed price will be paid separately as per clause 9.17)</del>						
29	Supply, Installation, testing & commissioning of Structured <b>6 sq mm</b> (DISCOM Pole to DISCOM provided electric meter, i.e., <b>Service Cable</b> for internal wiring during with casing capping/conduit, mouning clamp etc.	met er	33 20				
30	Supply, Installation, testing & commissioning of Structured <b>10 sq mm</b> (DISCOM Pole to DISCOM provided electric meter, i.e., <b>Service Cable</b> for internal wiring during with casing capping/conduit, mouning clamp etc.	met er	33 20				
<b>Total ( INR)</b>							

TABLE-0A(FOR PACKAGE-A)

**For Package-B:**

#	Description	U o M	Pkg -B (count)	Unit Price	Total Price(INR)	Taxes as applicable (%)	Total With Tax(INR)
			(A)	(B)	C= A*B	(D)=Tax %	(E)=C*D
1	Supply, installation, testing & commissioning of <b>Porta cabin/Shelter</b> with all accessories: Length –3 Meter, Width – 3 Meter, Height – 2.7 Meter including Services - of Civil work required to fix porta cabin including 5 years + 5 years of extended onsite replacement warranty. (*Bidder has to quote the capex amount, as warranty/AMC fixed price will be paid separately as per clause 9.17)	No s.	133				
2	Supply, installation, testing & commissioning of <b>Switch Mode Power Supply (SMPS)</b> without rectifier modules with 5 years + 5 years of extended onsite replacement warranty. (*Bidder has to quote the capex amount, as	No s.	133				



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Description	U o M	Pkg -B (co unt)	Unit Price	Total Price(INR)	Taxes as applicable (%)	Total With Tax(INR)
			(A)	(B)	C= A*B	(D)=Tax %	(E)=C*D
	warranty/AMC fixed price will be paid separately as per clause_9.17)						
3	Supply, installation, testing & commissioning of <b>Rectifier modules of 80 Amp(1+1)</b> capacity with 5+ 5 years of extended onsite replacement warranty. (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	266				
4	Supply, installation, testing & commissioning of 1 set of <b>Battery bank</b> (Capacity: 600 AH for Lithium-Ion Batteries) with 10 years of warranty*( Bidder has to supply and provide warranty (5 years warranty and later 2 years extended onsite replacement warranty) through OEM. Bidder will be solely responsible to replace the battery bank at the end of 7 years for the cases which are not replaced during 7 (5+2) years warranty period). (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	133				
5	Supply, installation, testing & commissioning of <b>2TR twin Circuit without FCU</b> , with controller Commercial Grade ACs with 5 years+5 Years extended Onsite warranty for Compressor, controller, other active parts (circuits/pcb) and One Year replacement warranty entire Unit (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	133				
6	Supply, Installation, testing & commissioning of <b>Split AC unit</b> , 2 Ton-BEE star rating(should be 4 star and above) with 5 years +5 years extended onsite replacement warranty for compressor and one year onsite replacement warranty for entire unit. (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	50				
7	Supply, Installation, testing & commissioning of <b>Split AC controller module</b> with 5 years +5	No	25				

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Description	U o M	Pkg -B (co unt)	Unit Price	Total Price(INR)	Taxes as applicable (%)	Total With Tax(INR)
			(A)	(B)	C= A*B	(D)=Tax %	(E)=C*D
	years of extended onsite replacement warranty (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)						
8	Services –Civil work, Construction of <b>chemical earthing pits</b> with its civil works including supply of all required material, consumables, accessories, cables, etc. to successfully commission the site	No s.	133				
9	Supply, Installation, testing & commissioning and service of <b>Electrical work</b> with supply of all required materials ( types of electrical cables (from row power to Power Plant and other internal shelter cabling), 2*bus bar, cable tray, ELCB- 63A Three phase/Single Phase, ACDB, MCBs (63A – Power Mains MCB, 25A*2 for Air conditioners, 25A SMPS, 16A-01, 6A-03 for other lighting load,lugs, etc. ) and all other consumables accessories with casing capping,conduit,mounting clamp etc. to successfully commission the New Shelter site .	No s.	133				
10	Supply, Installation, testing & commissioning and service of <b>ELCB</b> (Earth Leakage Circuit Breaker) for single phase with 5 years +5 years extended onsite replacement warranty	No s.	77				
11	Supply, Installation, testing & commissioning and service of <b>ELCB</b> (Earth Leakage Circuit Breaker) for three phase with 5 years +5 years extended onsite replacement warranty(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	19				
12	Supply, Installation, testing & commissioning and service of <b>MCCB</b> (Moulded Case Circuit Breakers)-for single phase 63 Amp with 5 years +5 years extended onsite replacement warranty (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	77				

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Description	U o M	Pkg -B (co unt)	Unit Price	Total Price(INR)	Taxes as applicable (%)	Total With Tax(INR)
			(A)	(B)	C= A*B	(D)=Tax %	(E)=C*D
13	Supply, Installation, testing & commissioning and service of <b>MCCB</b> (Moulded Case Circuit Breakers)-for three phase 32 Amp with 5 years +5 years extended onsite replacement warranty (*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	19				
14	Supply, Installation, testing & commissioning and service of <b>Auto Change Over Switch</b> with 5 years +5 years extended onsite replacement warranty(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	312				
15	Supply, Installation, testing & commissioning of Single Phase Air Cooled IP55 <b>Servo Stabilizer Single Phase</b> 10 KVA with 5 years +5 years extended onsite replacement warranty(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	13				
16	Supply, Installation, testing & commissioning of Air Cooled IP55 Servo Stabilizer <b>Three Phase 16 KVA</b> with 5 years +5 years extended onsite replacement warranty(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	133				
17	Supply, Installation, testing & commissioning <b>FM200-Fire Suppression System</b> /Clean Agent(5Kg) with 5 years +5 years extended onsite replacement warranty	No s.	342 75				
18	Supply, Installation, testing & commissioning <b>Fire Extenguisher(2Kg)-cylinder</b> with 5 years +5 years extended onsite replacement warranty(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	133				
19	Supply, Installation, testing & commissioning <b>Free Colling Unit(FCU)</b> with 5 years +5 years extended onsite replacement warranty(*Bidder has to quote the capex amount,as warranty/AMC	No s.	342 75				

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Description	U o M	Pkg -B (co unt)	Unit Price	Total Price(INR)	Taxes as applicable (%)	Total With Tax(INR)
			(A)	(B)	C= A*B	(D)=Tax %	(E)=C*D
	fixed price will be paid separately as per clause_9.17)						
20	Supply, Installation, testing & commissioning of <b>CCTV(Indoor)</b> with 5 years +5 years extended onsite replacement warranty>(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	342 75				
21	Supply, Installation, testing & commissioning of <b>4 Channel NVR</b> with 5 years +5 years extended onsite replacement warranty>(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	78 19				
22	Supply, Installation, testing & commissioning of GI pole/angles at every one(1) meter of distance and 1.5 meter (5 ft) wire Chain Link <b>Fencing mesh</b> (2mm) with all necessary accessories GI with anti rusting coated paint for fencing and including colouring and all transportation	Sq . Ft.	124 31				
23	Supply, Installation, testing & commissioning of <b>Entrance Gate</b> for shelter premises with side mounting pillar	No s.	50				
24	Services <b>RCC pathway</b> in between main gate and shelter gate (in sq. ft.) with all required material and transportations to make the successfully commission the site	Sq . Ft.	750				
25	<b>Foundation and DPC work</b> (for Boundary / Mesh work fencing with wire mesh) 2ft. height with 40 mm DPC with all required material and transportation to make the successfully commission the site	Sq . Ft.	124 31				
26	Fencing Type-2 <b>Boundary wall</b> (Brick/ Stonework) Pre-fabricated with plaster (for 5 ft.)with all required material and transportation to make the successfully commission the site	Sq . Ft.	435 9				
27	Supply, Installation, testing & commissioning of <b>Solar System at roof top</b> on shelter with pole mount and other accessories and it's controller with all necessary solar panels, civil and mechanical works, to make the successfully commission the site with 10 years	No s.	78				

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Description	U o M	Pkg -B (co unt)	Unit Price	Total Price(INR)	Taxes as applicable (%)	Total With Tax(INR)
			(A)	(B)	C= A*B	(D)=Tax %	(E)=C*D
	of extended onsite replacement warranty-(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)						
28	Supply, Installation, testing & commissioning <b>Structured electrical wiring for Solar System</b> with accessories such as casing capping/ Conduit, mounting clamp, MCB etc. to make the successfully commission the site with 10 years of extended onsite replacement warranty-(*Bidder has to quote the capex amount,as warranty/AMC fixed price will be paid separately as per clause_9.17)	No s.	78				
29	Supply, Installation, testing & commissioning of Structured <b>6 sq mm</b> (DISCOM Pole to DISCOM provided electric meter,i.e., <b>Service Cable</b> for internal wiring during with casing capping/conduit,mouning clamp etc.	m et er	332 0				
30	Supply, Installation, testing & commissioning of Structured <b>10 sq mm</b> (DISCOM Pole to DISCOM provided electric meter,i.e., <b>Service Cable</b> for internal wiring during with casing capping/conduit,mouning clamp etc.	m et er	332 0				
31	Repair and Replacement of Faulty line items for strategic locations of line item sr nu. 8 of Annexure-XVII	LS	2				
<b>Total ( INR)</b>							

TABLE-0A(FOR PACKAGE-B)

**Table: 1 ( Financial Bid)**

**Note:01**

- The Financial bid mentioned above is applicable for each package.
- The quantity mentioned above in financial bid for all line items is notional for evaluation purpose only. Actual payment will be made to Bidder(s) based on number of locations/sites awarded by GFGNL and successfully integrated by Bidder & certified by GFGNL or its authorized agency.
- All bidder must submit financial bid online on “nProcure” only.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- d) Each bidder must submit financial bid, only on the date of financial bid opening in a sealed envelope. The financial bid details should be quoted in the financial bid format attached with the tender and upload online only. In any format if Bidder disclose the price other than On line financial bid on or before the opening of financial bid opening, bid will qualify for rejection.
- e) Bidder has to ensure to load the realistic unit rate in the “***Financial bid table:1***” above, bidder should not attempt any overload or under load price/rate in any of the line items as tenderer may place the order based on future requirements. Thus, realistic price is the basic expectations and bidder will be solely responsible on this. Any observations from the tenderer on unnecessary price overload or underload or mismatch on ask may be the ground to initiate for bid rejection.
- f) The above-mentioned quantities are Notional value, payment will be given based on the actual feasibility and execution of the work.
- g) Quantities mentioned in the RFP are indicative in nature and for price discovery. GFGNL may issue the work order as per the actual requirement. The payment will be made on actual basis.
- h) As this is a rate contract wherein the specified scope/quantity serves primarily to define the rate. The Bidder that is will be granted work orders for any additional sites, the cost of which will be aligned with the rate initially quoted in this Request for Proposal (RFP). The issuance of these work orders will be contingent upon meeting eligibility criteria and the Bidder's performance evaluation. Moreover, it will adhere to the price, and the terms and conditions presented within the original contract.
- i) CAMC (comprehensive Annual Maintenance Charges) charges for five (5) years and extended further five(5) years will be part of this financial bid. Warranty or support period will start from the date of successful completion of “Final Acceptance test -FAT”.
- j) For financial evaluation, Price excluding Tax shall be taken into consideration.
- k) Bidder must ensure that the equipment to be supplied will not be End of Life and End of Support in next 10 years. In case proposed product goes end of life during 10 years of final acceptance test, then OEM through Bidder onboarded through this RFP or from tenderer or its authorized agency will provide devices of equivalent or higher configuration to tenderer without any additional cost.
- l) The GFGNL is not responsible for any assumptions or judgments made by the Bidder for arriving at any type of costing. The GFGNL at all times will benchmark the performance of the Bidder to the RFP and other documents circulated to the Bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the GFGNL, in order to achieve the desired service levels as well as meeting the requirements of these documents. The GFGNL shall not be responsible for any assumptions made by the Bidder and the GFGNL's interpretation will be final.
- m) The taxes shall be mentioned separately and will be applicable as actual as per the time of billing.
- n) All invoices should be raised from Gujarat.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- o) Quoted rates will be valid for entire contract duration(10 years) from the date of issuance of Work Order minimum.
- p) Any services which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the tenderer. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the GFGNL. The GFGNL will not accept any claim of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.
- q) Payments shall be made by the GFGNL as per the terms and conditions of the RFP and no extra charges shall be paid by GFGNL.
- r) For any missing line items-labour & service material-in BOQ, no additional payment will be made by GFGNL, and selected bidder has to fulfill the requirements free of cost of those material& services.
- s) Bidder needs to give complete BOM (Bill of Material) with commercial for each subcomponent supplying under main component Physically in sealed envelope as mentioned in the bid document. And that discovered rate shall be applicable throughout the term of the contract. Bidder needs to give above mention un-priced BOM in Technical Bid Format.
- t) GFGNL will have the right to increase or decrease up to 25% of the overall quantity of works in any packages specified in the schedule of requirements, without any change in the unit price at the time of time of award of the contract or during the contract period.
- u) GFGNL will have full power to accord internal approval to procure any equipment/material in any quantity by any means in the exigencies of services and interest of GFGNL.
- v) Apart from Bill of Material (BOM)/ Financial line items if anything is required in terms of component, Manpower, any hardware-software then the bidder needs to consider in financial bid cost and bidder needs to mention the detail of Items in the unpriced BOM/BOQ submitted along with the bid response.

#### Un-Priced BOQ Format for repair and replacement:

Sr No	Item Code / Part number / Model number/Service	Item Description	OEM Name	Quantity
A	B	C	D	E
1				
2				



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

## SECTION-11 ANNEXURES & FORMATS

### Annexure I: Bid Document Checklist.

Sr. No	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
<b>Qualification Criteria</b>			
1.	Demand Draft as bid processing fee		
2.	EMD as Bid Security (DD/ BG/ Insurance Surety Bond as per Annexure V)		
3.	Power Of Attorney		
4.	Integrity Pact		
<b>Technical Qualification</b>			
5.	Cover Letter (Annexure I)		
6.	Bidder's information sheet (Annexure II)		
7.	Enclose copy of Certificate of Incorporation/ Registration Certificate of the firm certificate		
8.	Copy of Certificate from the Statutory auditor/CA clearly specifying the annual turnover for the specified years. (2019-2020, 2020-21, 2021-22, 2022-23, & 2023-24,2024-25(non-audited)).		
9.	A copy of the OEM Partner Certification must be submitted		
10.	Copies of Purchase Order (s) having executed the similar orders in last three years (from date of Bid) to be enclosed along with Technical Bid		
11.	MAF issued by OEM for the proposed product as per format mentioned in Annexure -VII		
12.	Acknowledgement/ Copies of Income tax refund (ITR) filed for last three financial years i.e. 2019-2020, 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25)		
13.	Copy of Certificate of Registration /Copy of certificate of incorporation / partnership deed (if applicable)		
14.	Copy of valid GST registration and PAN Card		
15.	Valid eligibility document of proposed OEM		
16.	Undertaking by the bidder for not being barred by any State/ Central Government/PSU (Annexure IV)		

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Sr. No	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
17.	Un-Priced BOM		
18.	All Annexures		
19.	All documents of technical qualification criteria(Section-3.2)		
<b>Financial Proposal</b>			
20.	Section -10 Online		
21.	Priced Detailed BOM Physically (sealed envelope)		
22.	Technical specifications compliance of each component		
23.	Non- Disclosure Agreement (NDA)		

## Annexure II: Cover Letter

(To be Signed and submitted by the agency on their letter head)

To  
Chief Finance Officer (CFO)  
Gujarat Fibre Grid Network Limited (GFGNL),  
Block No: 6, 5th Floor,  
Udyog Bhavan,  
Sector-11, Gandhinagar -382010

Sir,

I have carefully gone through the Terms & Conditions contained in **Request for Proposal (RFP)** for \_\_\_\_\_ declare that all the provisions mentioned in the RFP document are acceptable to my Company.

I/We agree for unconditional acceptance of all the terms and conditions set out in the RFP document (and subsequent clarification/corrigendum, if any) document. I/we agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response.

I/We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

Deviation: We declare that our technical bid is in accordance with the bid documents including related corrigendum. We hereby declare that all technical specifications mentioned in RFP (including all annexure and corrigendum) are acceptable to us without any deviations, exclusions and assumptions. The bid submitted by us is fully complied with all the terms and conditions mentioned in RFP (including all annexure and corrigendum).

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours Truly,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Seal:

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

**Annexure III: Bidder Information Sheet**

(To be Signed and submitted by the agency on their letter head)

Sr. No	Particulars to be provided	Responding Firm's / Company Details to be provided	
<b>Basic details</b>			
	Name of the Bidder		
	Correspondence details of the Bidder:	Corporate Office	Local Office
	Telephone No & Email Address		
	Contact person details (Name, Designation Contact number etc.), to whom all references shall be made regarding this RFP		
	Details of ownership (Name and Address of the Board of Director, Partners etc.)		
	Name of the authorized Signatory who is authorized to sign all the relevant documents		
	Annual Turnover for last three years (INR Lakhs)	2019-20	
		2020-21	
		2021-22	
		2022-23	
		2023-24	
	Address of office in Ahmedabad/ Gandhinagar (if any)		
<b>Details for registration under Companies Act, 1956</b>			
	Registration Number of the Bidder in case of company/LLP		
	Place of registration		
	Date of registration		
	Product/service for which firm is Registered		
	Validity Period, if applicable		
<b>Details for registration with appropriate authorities</b>			
	GST registration details Registration number and details)		
	PAN No		

**Authorized Signatory**

**Seal of the Company**

**Name & Designation**

**Date**

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

**Annexure IV: Self-declaration -Undertaking of not being barred by any State/ Central Government/PSU**

(To be submitted by agency on their letterheads)

To  
Chief Finance Officer (CFO)  
Gujarat Fibre Grid Network Limited (GFGNL),  
Block No: 6, 5th Floor,  
Udyog Bhavan,  
Sector-11, Gandhinagar -382010

Sir,  
In response to the **Request for Proposal (RFP)**  
\_\_\_\_\_ as an Owner/Partner/Director of  
\_\_\_\_\_, I/We hereby declare that presently our Company/Firm  
\_\_\_\_\_ not have been barred from participating in any tender/ providing  
services/procurement process or supply of materials by an organization/department/office/ PSU/  
board or corporation of either Government of India or any state government.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration

Yours Truly,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Seal:

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#### Annexure V: Format for Bank Guarantee for Earnest Money Deposit (EMD)

To

Dated:

.....

.....

.....

.....

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the **Request for Proposal (RFP) for** ----- KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the -----, Gujarat Fibre Grid Network Limited in the sum of - ----- for which payment well and truly to be made Gujarat Fibre Grid Network Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2025.

THE CONDITIONS of this obligation are:

The EMD may be forfeited, In case of a Bidder if:

- 1) The bidder withdraws its bid during the period of bid validity.
  - a. The Bidder does not respond to requests for clarification of their Bid.
  - b. The Bidder fails to co-operate in the Bid evaluation process.
  - c. The bidder, fails to furnish Performance Bank Guarantee in time.
- 2) The bidder fails to Sign the contract in accordance with this RFP
- 3) The bidder is found to be involved in fraudulent and corrupt practices

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

This guarantee will remain valid up to 180 days from last date of bid submission with claim period of 45 days. In case of price validity beyond claim period, bidder need to submit BG with extendable period for price validity including claim period. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the GFGNL and further agrees that the guarantee herein contained shall continue to be enforceable till the GFGNL discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the GFGNL 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 GFGNL or any other indulgence shown by the GFGNL or by any other matter or things.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &

Its official Address with seal

Approved Bank: Guarantee issued by following banks will be accepted as SD or EMD on permanent basis.

1. All Nationalized banks including the Public sector banks - IDBI Ltd.
2. Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

**Annexure VI: Bank Guarantee for Performance Bank Guarantee (PBG)**

(To be typed on non-judicial stamp paper)

In consideration of the \_\_\_\_\_, \_\_\_\_\_ having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said agency') from the demand under the terms & conditions of an agreement/ Advance Work Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the **Request for Proposal (RFP) for** \_\_\_\_\_ hereinafter called "the said Contract", of security deposit for the due fulfilment by the said agency of the terms & conditions contained in the said Contract, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (agency) do hereby undertake to pay to the State/SIA an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by GFGNL by reason of any breach by the said agency of any of the terms & conditions contained in the said Contract.

We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the State/SIA by reason of breach by the said agency' of any of the terms & conditions contained in the said Contract or by reason of the agency' failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of State/SIA in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

We undertake to pay to the GFGNL any money so demanded notwithstanding any dispute or disputes raised by the agency in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the agency shall have no claim against us for making such payment.

We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the State/SIA under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till GFGNL certifies that the terms & conditions of the said Contract have been fully or properly carried out by the said agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ (expiry date of PBG) (as specified in Work Order) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

We (name of the bank) \_\_\_\_\_ further agree with the GFGNL that the State/SIA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Contractor to extend time of performance by the said agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the GFGNL against the said agency and to forbear or

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

enforce any of the terms & conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said agency or for any forbearance, act or omission on the part of the GFGNL or any indulgence by the GFGNL to the said agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the agency.

We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the GFGNL in writing.

Place: .....

Date: .....

(Signature of the Bank

Officer)

Rubber stamp of the bank:

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers.....

**Approved Bank:** Guarantee issued by following banks will be accepted as SD or EMD on permanent basis

1. All Nationalized banks including the Public sector banks - IDBI Ltd.
2. Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank

Annexure VII: MAF

**Manufacturer's Authorization Format (MAF) From OEM**

**Format of MAF/OEM Authorization**

AUTHORIZATION CERTIFICATE FROM OEM

Details of Manufacturer Authorization Form (MAF)

The Bidder should submit valid letter (MAF) with undertaking from their OEM(s) whose product is being quoted by the bidder, as per format given below:

Manufacturer Authorization Form

To,

.....,

.....,

.....

Subject: Manufacturer Authorizations Letter for Tender Enquiry No.

.....

Sir,

We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by <Bidder Name> having their registered office at <Bidder address>, hereinafter referred to as Bidder. We <OEM Name> authorize <Bidder's name> to quote our product for above mentioned tender.

We confirm that we have understood the delivery & installation timelines defined in the tender. We confirm that we have worked out all necessary logistics and pricing agreement with <Bidder name>, and there won't be any delay in delivery, installation, and support due to any delay from our side.

**AMC, Warranty, Maintenance, Spares and duration:** We also ensure to provide the required spares, AMC, warranty, maintenance and service support unconditionally for the supplied equipment as pre-purchased by the Bidder for a period of 10 years from the date of Go-Live including 7 years comprehensive onsite back-to-back OEM warranty and AMC followed by extended comprehensive onsite warranty and AMC for remaining 3 years preferably back-to-back by OEM or by PIA as per tender service levels. In case, the tenderer requires to extend the period of contract with PIA beyond 10 years, we, as OEM, also undertake to provide support for this extended period also, in case, the supplied product is supported anywhere globally.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

**Compulsion for Latest Products:** The make & model propose by bidder through OEM for quoted solution should not be older than 1 year from the date of bid submission. We also confirm that offered product will not be EOL (End of Life) within 10 years from Bid submission date.

**OEM direct relationship with GFGNL through MAF servicing the obligations:** In case of PIA exits from the Project for any reason, including but not limited to default, insolvency, termination of its agreement with the purchaser, or other circumstances resulting in the inability of PIA to fulfill its obligations under the Agreement, OEM (through original or alternate seller) shall be obligated to continue providing the services to purchaser or to the new PIA appointed by the purchaser in accordance with the terms and conditions outlined in the agreement between OEM and the original bidder/PIA including no change in commercials. In case of any difficulties in logging complaint at bidder end, user shall have option to log complaint at our call support Centre. We understand that any false information/commitment provided here in this MAF and during supplies may result in <OEM's Name> getting blacklisted/debarred from doing business with GFGNL.

**De-risk obsolescence:** If any product is declared end of sale/support, we shall proactively ensure that a suitable equivalent or higher roll over product is offered through the bidder/PIA to GFGNL for due approval, contract and order executions thereafter without any additional cost to the GFGNL.

Following are the few key responsibilities of OEM but not limited to,

- Provide yearly product training to the tenderer or its authorized agency throughout the product warranty and support contract. This training may include refreshers at no additional cost.
- OEM with PIA will jointly worked on Quarterly performance reports, including Incident reports and share performance improvement plans including but not limited to MTTR, Repair & Return (R&R) & Tech support performance, design and traffic engineering etc. to ensure the effectiveness and alignment with the objectives of the RFP.
- Assist in enabling APIs, testing, and providing on-site or off-site support, as per the tenderer's requirements, including any necessary integration with third-party network devices(only approved by tenderer) or solutions with tenderer network devices/solutions. For this OEM and PIA/SI will collaborate and take appropriate actions to provide support.
- All licenses supplied in the project are on the name of tenderer, i.e., "Gujarat Fibre Grid Network Limited" and are Perpetual or with update and upgrades during the entire contract period and after the contract period without any condition and additional cost to GFGNL, the software should work without support.
- We will proactively notify the tenderer through bidder/PIA of any security vulnerabilities and provide fixes for timely system patches during the contract period. Our tech support will align to assist the bidder team during major upgrades or integrations in the network.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

- Regular patch updates for the supplied products and equipment will be monitored, provided, and applied with minimal to no impact. Any updates that may have a nominal impact will be implemented only after obtaining prior approval from the tenderer.

We hereby declare that the proposed below product complies with all the specifications defined and desired in this RFP and subsequent corrigenda.

Sr No	Product Name	Make & Model

We understand that any false information/ commitment provided here may result in <OEM's Name> getting blacklisted/debarred from doing business with GFGNL.

We <OEM Name>, hereby provide this undertaking with regard to the Agreement executed between <Name of bidder> and <OEM Name> during the submission of the Bid for <Project Name>

Thanking You

For <OEM/ Manufacturer name>

< (Authorized Signatory)>

**Name:**

**Designation:**

**Contact Details:**

**Seal of the Company**

Name: Designation: Contact Details:

Seal of the Company NOTE:

1. The letter should be submitted on the letter head of the manufacturer / OEM and should be counter-signed by the authorized signatory of the bidder.
2. Any deviation would lead to summarily rejection of bids

**Annexure VIII: Non-Disclosure Agreement (NDA)**

Ref:

Date:

To  
Chief Finance Officer (CFO)  
Gujarat Fibre Grid Network Limited (GFGNL),  
Block No: 6, 5th Floor,  
Udyog Bhavan,  
Sector-11, Gandhinagar -382010

Dear Sir,

**Confidentiality Agreement**

We acknowledge that during providing services to [name of client] ("you" or "Company") pursuant to [scope of services] ("Engagement") we shall have access to and be entrusted with Confidential Information. In this letter agreement ("Agreement"), the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to you and your business that is provided to us pursuant to the <work order no. & date>.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential.
2. We shall use the Confidential Information solely for the Engagement.
3. We shall not disclose Confidential Information to any third party other than those permitted by clause 4 below.
4. This Agreement shall not prohibit disclosure of Confidential Information:
  - i. to our partners, directors, associates, affiliates, agents, subcontractors and employees ("Engagement Team") who need to know such Confidential Information to perform and assist with the Engagement.
  - ii. to our partners, directors, associates, affiliates and /or such other parties who facilitate the administration of our business or support our infrastructure in both cases (a) in order to perform client and engagement acceptance procedures (including but not limited to the identification of potential conflicts of interest or compliance with independence requirements), (b) for purposes of internal risk assessments and (c) to support the maintenance of quality and professional standards in the delivery of services (e.g. through the involvement of professional practice and policy departments, the participation in quality assurance measures or the establishment and maintenance of knowledge databases). However, we shall remain responsible for preserving confidentiality if Confidential Information is shared with or accessed by parties mentioned herein.
  - iii. with your prior written consent, such consent not to be unreasonably withheld.
  - iv. to the extent that such disclosure is required by any law, rule or regulation.
  - v. to our professional indemnity insurers and advisors in which event we shall do so in confidence only.

5. You shall inform us in writing if, during the Engagement, the Engagement Team will have access to any unpublished price sensitive information, whether of the Company or any other entity. You agree that we shall not be responsible for determining the difference between price sensitive and non-price sensitive information that would form part of the information disclosed to us. All information supplied to us (in whatever form) which is not in the public domain will be treated as Confidential Information for the purposes of the Engagement. Further, you shall be responsible to obtain legal advice to ensure that information disclosed to us is not in contravention of any applicable laws and regulations.
6. Upon your written request we shall arrange delivery to you of the Confidential Information received from you, that is in documentary or other tangible form, except:
  - i. retention required for a disclosure permitted by clause 4 (iii) above; and
  - ii. to the extent that we require to retain sufficient documentation that is necessary to support any advice, reports, or opinions provided by us.

The documentation retained will continue to be subject to confidentiality obligations set out in this Agreement.

7. This Agreement shall not apply to Confidential Information that:
  - i. is in the public domain at the time it is acquired by us or enters the public domain after that, otherwise than as a result of unauthorized disclosure by us.
  - ii. is already in our possession prior to its disclosure to us.
  - iii. becomes lawfully available to us from a third party whom we believe to be free from any confidentiality restriction.
  - iv. is independently developed by us or for us without reference to your Confidential Information.
8. This Agreement shall continue for two years from the date of this Agreement unless and to the extent that you may release it in writing. Where any definitive agreement is executed in connection with the Engagement, this Agreement shall be read together with the definitive agreement and be governed by the same.
9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
10. We acknowledge that no failure or delay by you in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except for the contracting parties to this Agreement, no third party shall have any right to enforce or rely on any provision of the Agreement. In no event shall either party be liable for any indirect or consequential losses or damages.
11. This Agreement shall be governed by and construed in accordance with Indian laws without reference to the conflicts of laws principles and any dispute arising from it shall be subject to the exclusive jurisdiction of the courts in Ahmedabad/Gandhinagar.
12. I hereby declare that I meet all the workshop Eligibility Criteria and the information provided by us is true. At any point of time if GFGNL found that information provided is incorrect or false in nature then they may cancel our proposal and may blacklist.

With kind regards



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Yours sincerely

For (Insert the Entity Name)

*Partner / Executive Director / Director*

Agreed and Accepted For (Insert Client Name)

Signature:

Name:

Title/position:

Date:

Seal:

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

**Annexure IX: Declaration of Acceptance of Terms and Conditions of RFP**

*(To be submitted on the Letterhead)*

To  
Chief Finance Officer (CFO)  
Gujarat Fibre Grid Network Limited (GFGNL),  
Block No: 6, 5th Floor,  
Udyog Bhavan,  
Sector-11, Gandhinagar -382010

Ref.: Tender no. <Tender Reference no.> Date <dd/dd/yyyy>

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender no. ....]

Regarding “**Request for Proposal (RFP)** for \_\_\_\_\_, Dept. of Science & Technology, Government of Gujarat.

I declare that all the provisions of this Tender Document are acceptable to my <Bidder Entity>. I further certify that I am an authorized signatory of my <Bidder Entity>. and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Authorized signatory of the Bidder)

Name :

Designation :

Seal :

Date :

Place :

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

## **Annexure X: Integrity Pact**

Gujarat Fibre Grid Network Limited, Dept. of Science & Technology, Government of Gujarat, hereinafter referred to as "The Principal".

And

.....hereinafter referred to as "The Bidder/Contractor"

### **Preamble**

The principal intends to award, under laid down organizational procedures, contract/s for ..... The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the principal may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1: Commitments of the Bidder(s)/ Contractor(s)**

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit.

which he/she is not legally entitled to, to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security. 71

2. If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor penalties of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the principal before contract signing.

2. The principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.

3. The principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

### **Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

### **Section 8: Independent External Monitor/Monitors**

1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, ITD.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, ITD within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the ITD Board.
8. If the Monitor has reported to the Chairman ITD, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman ITD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

### **Section 9: Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders & months..... the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of ITD.

### **Section 10: Other provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Ahmedabad/Delhi.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_

\_\_\_\_\_  
(For & on behalf of the principal)  
Contractor) (Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/  
(Office Seal)

Place..... Date .....

Witness 1: .....

(Name & Address) .....

Witness 2: .....

(Name & Address) .....

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

**Annexure XI: Land Border Certificate to be submitted by Bidder/s and OEM**

(on Non-Judicial stamp of Rs. 300/-)

Reference 1: GFGNL Tender No.

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD (1) dated 23rd February 2023 and its subsequent Clarification, if any.

I, in capacity of authorized signatory of M/s.....having  
Regd. office

at.....

.....being a participant bidder in GFGNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement of goods, services, ground machinery for execution, sub-contracting to contractor, from a country which shares a land border with India.

I hereby certify that our company is not based in a country that shares a land border with India. In accordance with the conditions and restrictions outlined in the mentioned office memorandums, it is imperative that equipment from OEMs for purchase of active and passive equipments, security, validation, vulnerable assessment and penetration testing, traffic monitoring, labs, & functional tests devices, ground machinery for execution like HDD machine, excavator, manpower, sub-contract to contractors and other resources, testing, manpower, and all other resources for the proposed solution should be in compliance with make in India policy (guidelines of Govt. issued vide No. P-45021/2/2017-PP(B.E.-II) dated 16th September, 2020, No. P-45021/102/2019-BE-II- (part(I) (E-50310) dated 04.03.2021 and Department of Telecommunications Gazette notification dated 29th August 2018, 21<sup>st</sup> October 2024 along with instructions as amended from time to time by Govt. of India) and are sourced from a country that does not share a land border with India unless such is registered with the Competent Authority as per OM No. 6/18/2019-PPD dated 23rd July 2020 and OM No. 7/10/2021- PPD (1) dated 23rd February 2023 and latest issued by the Department of Expenditure, Government of India.

Our company fulfills all requirements necessary to be considered for this Tender Enquiry by GFGNL

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

(Name of the authorized signatory)

Signature

Designation in Company Seal / Stamp of Company

Counter signed by Company Secretary of the Company

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

**Annexure XIII: Form for Undertaking of Total Responsibility**

To  
Chief Finance Officer (CFO)  
Gujarat Fibre Grid Network Limited (GFGNL),  
Block No: 6, 5th Floor,  
Udyog Bhavan,  
Sector-11, Gandhinagar -382010

Tender

Ref.....

Date:.....

Dear Sir,

**Sub: Self certificate regarding Total Responsibility**

This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project, as per the requirements and terms and condition of the Request for Proposal (RFP) for \_\_\_\_\_.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Seal :

Business Address :



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Annexure XIV: Phase-I(Existing BSNL Exchange) and Phase-II(Existing Shelter)

Phase 1		Phase 2	
Name	Proposed Counts	Name	Existing Counts
AMRELI	26	Ahmedabad	22
Anand	12	Anand	2
Bharuch	26	Aravalli	23
Bhavnagar	20	Banaskantha	42
Botad	5	Bharuch	5
Chhotaudepur	13	Botad	4
Gandhinagar	9	Chhotaudepur	1
Katchh	28	Dahod	20
Kheda	14	Dang	5
Mahisagar	3	Dev-Bhoomi_Dwarka	13
Mehsana	19	Gir Somnath	17
Navsari	10	Jamnagar	18
Patan	17	Junagadh	25
Porbander	6	Kheda	2
Sabarkantha	22	Mahisagar	16
Vadodara	20	Mehsana	6
Valsad	5	Morbi	17
Other	25	Narmda	12
<b>Grand Total</b>	<b>280</b>	Navsari	2
		Panchmahal	20
		Patan	2
		Rajkot	31
		Sabarkantha	4
		Surat	34
		Surendranagar	27
		TAPI	13
		Vadodara	10
		Valsad	16
		<b>Grand Total</b>	<b>410</b>

## Annexure XV: Format-XII(ISB)

### BID SECURITY IN FORM OF INSURANCE SURETY BOND (To be submitted on non-judicial stamp paper of appropriate value)

#### Insurance Surety Bond for Bid Security

Whereas M/s ..... R/o .....  
(Hereafter referred to as Principal) has approached us for giving a Surety of Rs. ..../- (hereafter known as the "Surety Amount") valid up to .... / ..... / 20.... (hereafter known as the "Validity date") in favour of .....(e.g. "Gujarat Fibre Grid Network Limited" )(Hereafter referred to as GFGNL) for participation in the tender of work of..... vide tender no.....

Now at the request of the Principal, We .....  
Insurance Company  
Limited, registered under the Insurance Act, 1938, with its Corporate office,  
.....and Registered/Head Office  
..... (the "Surety") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the GFGNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the GFGNL by reason of breach by the said Principal of any of terms or conditions contained in the said tender Agreement or by reason of the Principal's failure to honor its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the GFGNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".
3. We, the Surety, undertake to pay to the GFGNL any money so demanded notwithstanding any dispute or disputes raised by the Principal in any suit or

proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Principal shall have no claim against us for making such payment.

4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the GFGNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till GFGNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said Principal and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.
5. We the Surety further agree with the GFGNL that the GFGNL shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said Principal from time to time or to postpone for any time or from time to time, any of the powers exercisable by the GFGNL against the said Principal and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Principal or for any forbearance, act or omission on the part of the GFGNL or any indulgence by the GFGNL to the said Principal or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained:
  - (a) The liability of the Surety under this Surety bond is restricted to the "Surety Amount", and it will remain in force up to its Validity date specified above.
  - (b) The Surety shall stand completely discharged and all rights of the GFGNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case GFGNL demands for any money under this Surety Bond, the same shall be paid through Banker's Cheque in favour of "Gujarat Fibre Grid Network Limited" payable at Ahmedabad/Gandhinagar or by any other mode such as NEFT/RTGS, etc., as indicated by GFGNL in its demand letter.
8. The Surety declares that the below mentioned officer who have signed it on

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

behalf of the Surety, have authority to give this Surety under its delegated power.

Place: .....

Date: .....(Signature of the Insurance Company Officer)  
Rubber stamp of the Insurance Company

Authorized Power of Attorney Number:  
..... Name of the officer:

Designation: .....

Official Email ID:.....

Complete Postal address of Insurance Company:  
..... Telephone Numbers

Fax numbers .....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by GFGNL.

.....  
.....  
.....  
.....

#### Annexure XVI: BID SECURITY/ EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas

M/s.....R/o.....

..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs /- (hereafter known as the "B.G. Amount") valid up to ...../...../ 20.... (hereafter known as the "Validity date") in favour of "Gujarat Fibre Grid Network Limited" for participation in the tender of work of vide tender no.

Now at the request of the Bidder,  
We.....Bank

.....Branch having .....

..... (Address) and Regd. office address as .....

.....  
..... (Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee.  
without any demur, merely on a demand from GFGNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by GFGNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of GFGNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to GFGNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of GFGNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till GFGNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with GFGNL that GFGNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by GFGNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of GFGNL or any indulgence by GFGNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

6. Notwithstanding anything herein contained.
  - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of GFGNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case GFGNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "Gujarat Fibre Grid Network Limited" payable at Ahmedabad/Gandhinagar.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....(Signature of the Bank Officer) Rubber stamp of the bank)

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation:

..... Complete

Postal address of Bank:

..... Telephone Numbers

Fax numbers.....

Annexure XVII: Existing Inventories for AMC is required.

#	Line Items Description	UoM	Pkg-A (Qty)	Pkg-B (Qty)
1	AMC of Servo Stabilizer	Nos	17	0
2	AMC of Servo Stabilizer	Nos.	0	10
3	AMC of Servo Stabilizer	Nos.	34	94
4	AMC of Servo Stabilizer	Nos.	125	54
5	AMC of Servo Stabilizer	Nos.	4	17
6	Existing Shelter AMC	Nos.	204	179
7	Strategic Sites (TC/DC)	Nos.	23	3

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

#	Line Items Description	UoM	Pkg-A (Qty)	Pkg-B (Qty)
8	Strategic locations where Repair/replacement required	Nos.	0	2
	controller Module, and all other active and passive accessories integrated in the existing Shelter			
	AMC and repair/ replacement of existing Shelter/Porta cabin including 2TR Twin circuit without FCU Commercial Grade Air Conditioner, SMPS , 80Amp(1+1)/ 50 Amp(1+1+1) rectifier module, 1 set up of 600 AH (VRLA) Battery bank,and all other active and passive accessories integrated in the existing Shelter			

**Existing Shelter AMC Details which includes active and passive infrastructures built under shelter**

Year of AMC Expiry	Month	Package-A	Package-B	Grand Total
2025	Apr		2	2
2025 Total	-		2	2
2027	Jun	1	1	2
-	Jul	1	2	3
-	Aug	3	1	3
-	Sep	1	2	3
-	Oct	1	9	10
-	Nov	5	7	12
2027 Total	-	12	21	33
2028	Jan	1	1	2
-	Feb	1	5	6
-	Mar	1	4	4
-	Aug	3	3	6
-	Sep	2	3	5
-	Oct	9	19	28



Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Year of AMC Expiry	Month	Package-A	Package-B	Grand Total
-	Nov	9	7	16
-	Dec	9	19	28
2028 Total	-	34	61	95
2029	Jan	9	11	20
-	Feb	9	8	17
-	Mar	14	14	28
-	Apr	10	15	25
-	May	15	2	17
-	Jun	3	-	3
-	Jul	8	1	9
-	Aug	13	11	24
-	Sep	10	7	17
-	Oct	9	-	9
-	Nov	8	-	8
-	Dec	7	9	16
2029 Total	-	115	78	193
2030	Jan	4	6	10
-	Feb	3	3	6
-	Mar	10	2	12
-	Apr	6	-	6
-	May	9	-	9
-	Jun	4	1	5
-	Jul	4	-	4
-	Aug	3	3	6
-	Oct	-	1	1
2030 Total	-	43	16	59
2031	Feb	-	1	1
2031 Total	-	-	1	1
Grand Total	-	204	179	383

Year Of Expiry	AMC Expiry Month	Package-A	Package-B	Grand Total
2025	Jan		2	2
2027	Jun	1	1	2
	Jul	1	2	3
	Aug	3		3
	Sep	1		1

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Year Of Expiry	AMC Expiry Month	Package-A	Package-B	Grand Total
	Oct	1	8	9
	Nov	5	9	14
	Dec		1	1
<b>2028</b>	Jan	1		1
	Feb	1	5	6
	Mar		4	4
	Aug	3	3	6
	Sep	2	3	5
	Oct	9	18	27
	Nov	9	9	18
	Dec	8	19	27
<b>2029</b>	Jan	9	12	21
	Feb	9	8	17
	Mar	15	12	27
	Apr	10	15	25
	May	15	2	17
	Jun	3		3
	Jul	8	1	9
	Aug	13	11	24
	Sep	10	7	17
	Oct	9	1	10
	Nov	8		8
	Dec	7	9	16
<b>2030</b>	Jan	4	6	10
	Feb	3	3	6
	Mar	10	2	12
	Apr	6		6
	May	9		9
	Jun	4	1	5
	Jul	4		4
	Aug	3	3	6
	Oct		1	1
<b>2031</b>	Feb		1	1
<b>Grand Total</b>		<b>204</b>	<b>179</b>	<b>383</b>

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

### **Existing Strategic Sites (TC/DC) AMC Expiry details**

Year of AMC Expiry	Month	Package- A	Package-B
2027	Jan	1	
	Oct	4	
	Dec	14	
<b>2027 Total</b>		<b>19</b>	
2028		4	3
<b>Grand Total</b>		<b>23</b>	<b>3</b>

### **Key Notes against Annexure: XVII**

The matrix mentioned above are the existing line item procured under BharatNet Phase-II project. Selected bidder has to ensure to provide AMC during first 5 years of contract duration with fixed 3% of each unit rate and from 6<sup>th</sup> to 10<sup>th</sup> year fixed 4% of each unit rate. GFGNL will pay the fixed 3% of unit price including tax every year for each qualified line items by successfully submission of valid documentation by the selected bidder.

### **Annexure XVIII: Power of Attorney for signing of Bid**

#### **Format for Power of Attorney**

(To be provided in original on stamp paper of value required under law duly Signed by  
'bidder') Dated:

#### **POWER OF ATTORNEY To Whomsoever It May Concern**

Know all men by these presents, We ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name),

.....

son/daughter/

wife of..... and presently residing at....., who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the..... Project proposed or being developed by GFGNL including but not limited to signing and submission of all applications, bids and other documents and writings, participate in

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

Pre-Bids and other conferences and providing information/ responses to GFGNL, representing us in all matters before GFGNL, signing and execution of all contracts, undertakings consequent to acceptance of our bid, and generally dealing with GFGNL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the contract with GFGNL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we, ..... , the above named principal have executed this power of attorney on this .....day Of ..... 20.....

For .....

(Signature, name, designation  
and address)

To be submitted in original by the Bidders before within 7 days of Bid Due Date.

Witnesses:

1.

2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)  
(Notarized)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Request for Proposal (RFP) for selection of Agencies for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Telecom Grade Shelter for BharatNet Phase III project on behalf of GFGNL, DST, Govt. of Gujarat

=====End Of Document=====