

**Directorate of IT & eGovernance**

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Sector-10A, Gandhinagar 382 010

**Request for Proposal for Selection of NeGD  
Empaneled Consultancy Firm for Providing  
Consultancy Services for Implementation of  
Gujarat Data Center Policy and Related Activities**

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## Definitions

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

1. **Acceptance Test (AT)** means the acceptance testing of the ordered product & services on completion of services offered under the project.
2. **Acceptance Test Document** means a document, which defines procedures for acceptance of requirements laid down in the Agreement.
3. **Agreement** means the Service Level Agreement to be signed between the successful bidder and TENDERER including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. **Authorized Representative/Agency** shall mean any person/ agency authorized by either of the parties.
5. **Bidder** means any agency providing similar solutions as per the scope of work of RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom TENDERER signs the Service Level Agreement.
6. **Contract** is used synonymously with Agreement.
7. **Corrupt Practice** means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
8. **Default Notice** means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
9. **Downtime** means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.
10. **Fraudulent Practice** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive the TENDERER of the benefits of free and open competition.
11. **GoG** shall stand for Government of Gujarat.
12. **GoI** shall stand for Government of India.
13. **Good Industry Practice** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced bidder engaged in the same type of undertaking under the same or similar circumstances.
14. **DIT** – Directorate of ICT & eGovernance

15. **Law** shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
16. **Request for Proposal** means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
17. **Requirements** mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
18. **Service** means provision of Contracted services for the TENDERER
19. **TENDERER** here shall mean Directorate of ICT & eGovernance (DIT), Government of Gujarat
20. **Termination Notice** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof

### **About DIT**

The Directorate of ICT & eGovernance, pronounced as "DIT" was established in the year 2016, in order to give fillip to ICT related activities in Gujarat State.

DIT is a pioneer in leveraging information and communication technology (ICT) for better governance and has been at the forefront of the implementation of e-Governance initiatives in india.

The e-Governance initiatives in Gujarat have been widely acknowledged. The state has been awarded several awards at various eGovernance related forums and competitions.

This Directorate is currently involved in the following activities:

- Acting as a Nodal Office for implementation following policies of the state government:
  - Gujarat IT/ITeS Policy
  - Gujarat GCC Policy
- Providing technical assistance in all ICT Activities to Government Departments.
- Framing IT/ITeS and Startup/Innovation Policies.
- Bring-in increased transparency, efficiency and accountability in Government operations through e-Governance.
- Extending support to Government Departments towards the preparation of Detailed Project Reports, preparation of Request for Proposals, Bid Process Management and Implementation Support for e-Governance activities.
- Coordination of all IT projects in the government.
- Research & Development of new technologies and prescribe uniform standards.
- Capacity Building and Training of Government Officials.
- Implementation of Gujarat State Data Centre (GSDC)

## **Instructions to Bidders**

### **1. General**

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specification. Bidders must form their own conclusions about the solution needed to meet the requirements.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Directorate of ICT & eGovernance on the basis of this RFP.
- c. Bidder shall be liable to the Directorate of ICT & eGovernance for the execution of the project in accordance with the terms of the bid.
- d. The bidder shall have company registration certificate, registration under labour laws & contract act, valid sales tax registration certificate, valid Service tax registration certificate and Permanent Account Number (PAN) issued by income Tax department. (Copy of each registration should be provided).
- e. Attested copy of the company's annual report has to be attached along with the bid. Bidder should submit an undertaking that Bidder is as a company and product quoted are not Blacklisted by any Govt. dept. /agency in India.
- f. The Bidder shall be solely responsible to the Directorate of ICT & eGovernance for executing the activities enlisted in this RFP and the contractual obligations, if selected for carrying out these activities
- g. The Tender would be led only by the bidder to whom the Tender document fee receipt has been issued and cannot be transferred to any other entity.
- h. 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 Directorate of ICT & eGovernance. Any notification of preferred Bidder status by the Directorate of ICT & eGovernance shall not give rise to any enforceable rights by the Bidder. The Directorate of ICT & eGovernance may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Directorate of ICT & eGovernance.
- i. The selected bidder can be allocated an additional work/task with the detailed scope of work and a cost for same.
- j. The payment for the work done in the RFP will be done as per the approval in process given by the Directorate of ICT & eGovernance.

### **2. Proposal / Completeness of Response**

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-complete and the Proposal may be rejected. Bidders must:
  - i. Include all documentation specified in this RFP.
  - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - iii. Comply with all requirements as set out with in this RFP.

### **3. Code of Integrity**

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

- a. Prohibition of
  - i. Making offer, solicitation or acceptance of bribe, reward or going or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - iii. Any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
  - iv. Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement processor for personal gain.
  - v. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - vii. Obstruction of any investigation or auditing of a procurement process.
  - viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;
- b. Disclosure of conflict of interest.
- c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

## **Key Instructions of the Bid**

### **1. Right to Terminate the Process**

- a. Directorate of ICT & eGovernance may terminate the RFP process at any time/stage and without assigning any reason. Directorate of ICT & eGovernance makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by the Directorate of ICT & eGovernance. The Bidder's participation in this process may result in Directorate of ICT & eGovernance selecting the Bidder to engage towards execution of the subsequent contract.

### **2. Earnest Money Deposit (EMD) / Bid Security**

- a. The bidder shall submit Earnest Money Deposit (EMD) of the amount as mentioned in the Fact Sheet, which shall be deposited online through the GeM Portal payment gateway, or by DD or Bank Guarantee valid for a minimum period of 180 days from the date of submission of the Proposal, at the time of bid submission on the GeM Portal.
- b. Unsuccessful bidder's EMD will be released as promptly as possible, but not later than 120 days after the award of the contract to the successful bidder.
- c. The successful bidder's EMD will be released upon submission of Performance Bank Guarantee.
- d. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- e. Proposals not accompanied by the EMD, or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- f. The EMD may be forfeited in the event of:
  - i. A Bidder withdrawing its bid during the period of bid validity.
  - ii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP.
  - iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or ethically improper activity, in relation to this RFP.
  - iv. A Proposal contains deviations (except when provided in conformity with the RFP), conditional offers, and partial offers.

### **3. Performance Security**

- a. On receipt of a letter of intent from the Directorate of ICT & eGovernance, the successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee or DD from a scheduled bank, for the due performance and fulfilment of the contract by the selected proposer, equivalent to the amount mentioned in the Bid Data Sheet, on or before the signing of the subsequent contract or within 30 working days from notification of award, whichever is earlier, unless specified to the contrary.
- b. In case the successful Bidder fails to submit the Performance Guarantee within the time stipulated, the Directorate of ICT & eGovernance may, at its sole discretion, cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.
- c. The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at Annexure. The successful Bidder shall ensure the Performance Guarantee is valid at all times during the Term of the subsequent

contract (including any renewal) and for a period of 6 months beyond all contractual obligations, including warranty terms.

d. The Directorate of ICT & eGovernance may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

#### **4. Submission of Proposals**

Bidders should submit their responses as per the QCBS-based Custom Bid for Services process (Technical: Financial weightage of 70:30) specified on the Government e-Marketplace (GeM) Portal (<https://gem.gov.in>), being used for this purpose, wherein the Bid is evaluated on a combined Technical and Financial scoring basis. The Bid document/RFP is also available for reference on the Gujarat Informatics Limited (GIL) website, under the Tender section.

The items to be uploaded on the GeM Portal would include all the related documents mentioned in this RFP, such as:

- i. Tender Fee (if applicable, as per GeM norms)
- ii. EMD
- iii. pre-qualification response
- iv. Technical Proposal
- v. Financial Proposal
- vi. Additional certifications/documents, e.g. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified Bid document structure on the GeM Portal.

The bidder is responsible for registration as a Seller/Service Provider on the GeM Portal at their own cost. Bidders are advised to go through the GeM registration guidelines and instructions, as provided on the GeM Portal, and in case of any difficulty related to the GeM bidding process, may contact the GeM Helpdesk / Contact Centre (or the helpline number as specified in the Fact Sheet).

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the Bid submission timelines specified on the GeM Portal. The user department will in no case be responsible if the bid is not submitted online within the specified timelines.

All pages of the Proposal document must be sequentially numbered and must contain a list of contents with page numbers. Any deficiency in the documentation may result in rejection of the Bidder's Proposal.

#### **5. Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the GeM Portal, under the Custom Bid for Services (QCBS) category, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GeM Portal, preparing their bids in accordance with the requirements, and submitting their bids online on the GeM Portal.

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in>.

#### **6. Registration**

1. Bidders are required to enrol as a Seller/Service Provider on the GeM Portal (<https://gem.gov.in>) by completing the "Seller Registration" process, which is free of charge.

2. As part of the enrolment process, bidders will be required to complete organization details, PAN, GST, and bank account verification, and set up their account credentials.
3. Bidders are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication from the GeM Portal.
4. Upon enrolment, bidders will be required to register their valid Digital Signature Certificate (Class III Certificate with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.) with their GeM profile, where required for the Bid.
5. Only one valid DSC should be registered by a bidder. Bidders are responsible for ensuring they do not lend their DSC to others, which may lead to misuse.
6. The bidder then logs into the GeM Portal through the secured log-in by entering their user ID/password and the password of the DSC/e-Token, or through GeM's OTP-based authentication, as applicable.

## **7. Searching for the Bid Document**

1. Bidders may search for this Bid on the GeM Portal using the Bid Number, Organization Name (Directorate of ICT & eGovernance / GIL), Category, or Date of Publication. The Bid document is also accessible via the Tender section of the GIL website.
2. Once bidders have identified the Bid they are interested in, they may download the required Bid documents from the GeM Portal. Bidders are advised to add this Bid to their GeM dashboard to receive alerts in case of any corrigendum issued.
3. The bidder should note the unique Bid Number assigned to this Bid on GeM, in case they wish to obtain any clarification/help from the GeM Helpdesk.

## **8. Preparation of Bids**

1. Bidder should take into account any corrigendum published against the Bid on the GeM Portal before submitting their bid.
2. Please go through the Bid document carefully to understand the documents required to be submitted as part of the Bid, including the number and content of documents to be uploaded (Technical and Financial covers, submitted separately as per GeM's Custom Bid structure). Any deviation from these may lead to rejection of the Bid.
3. Bidders should, in advance, keep the Bid documents ready for upload, generally in PDF/XLS/JPG formats as accepted on the GeM Portal. Bid documents may be scanned at 100 dpi in black-and-white to reduce file size.
4. To avoid repeated uploading of standard documents required for every bid (e.g. PAN card copy, annual reports, etc.), bidders may use the "Document Bank" facility available on the GeM Portal to store and directly attach such documents at the time of bid submission, reducing the time required for the bid submission process.

## **9. Submission of Bids**

1. Bidders should log into the GeM Portal well in advance of bid submission to ensure the bid is uploaded before the bid submission deadline. The bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents as indicated in the Bid document, through the GeM Portal, with the Technical Bid and Financial Bid submitted as separate covers, in accordance with GeM's Custom Bid (QCBS) process.

3. Bidders are required to submit their financial bids only through the format/BOQ structure provided on the GeM Portal. Bidders must complete the specified fields with their respective financial quotes and other details as prescribed, without altering the format. If the BOQ/price format is found to be modified by the bidder, the bid will be rejected. The Financial Bid shall only be opened for Bidders who qualify the Technical evaluation as per the minimum qualifying technical score prescribed in this RFP. Final ranking of Bidders shall be based on a combined Technical and Financial score, evaluated in the ratio of 70:30 (Technical : Financial), in accordance with the QCBS methodology specified in this RFP.
4. The GeM server time (as displayed on the bidder's dashboard) will be considered the standard time for referencing bid submission and bid opening deadlines. Bidders should rely on this server time during bid submission.
5. All documents submitted by bidders on the GeM Portal are encrypted to ensure the secrecy and confidentiality of the data. Uploaded bid documents become accessible only after the Bid opening by the authorized Bid Opening/Evaluation Committee, as per GeM's standard security protocol.
6. Upon successful and timely submission of the bid (after clicking "Submit/Freeze Bid" on the GeM Portal), the portal will generate a bid submission confirmation along with the Bid Reference Number and date & time of submission.
7. The bid submission confirmation should be saved/printed and retained as an acknowledgment of bid submission.

## **10. Bidder's Authorised Signatory**

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder, stating that he/she is authorized to execute documents and undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section of the Bid on the GeM Portal. The bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

## **11. Preparation and Submission of Proposals**

### **11.1 Proposal Preparation Costs**

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in informative and other diligence activities, participation in meetings/discussions/presentations, preparation of the proposal, providing any additional information required by Directorate of ICT & eGovernance to facilitate the evaluation process, and negotiating the definitive contract, and all such activities related to the bid process. *(renumbered from 8.11.1)*

### **11.2 Language**

The Proposal should be filled by the Bidder in the English language only. If any supporting documents submitted are in a language other than English, a translation in English, duly attested by the Bidder, must be provided. For purposes of Proposal evaluation, the English translation shall govern. *(renumbered from 8.11.2)*

### **11.3 Venue & Deadline for Submission of Proposals**

The response to this RFP must be submitted on the GeM Portal (<https://gem.gov.in>), under the Custom Bid for Services (QCBS, 70:30 Technical:Financial) reference, by the date and time specified for the Bid. Any proposal submitted after the specified deadline will not be accepted and shall be automatically rejected by the system. Directorate of ICT & eGovernance shall not be responsible for any delay in the submission of documents. *(renumbered from 8.11.3)*

#### **11.4 Bid Prices**

The bidder shall express their bid prices using the Financial Bid/BOQ Format provided on the GeM Portal. All costs and charges related to the bid shall be expressed in Indian Rupees. Prices indicated in the Price Schedule shall be entered as follows:

(i) Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

(ii) Prices quoted by the bidder shall be in sufficient detail to enable the Directorate of ICT & eGovernance to arrive at the price of the services offered.

(iii) Discount, if any, should be merged with the quoted prices. Discounts indicated separately will not be taken into account for evaluation purposes. Bidders should also account for all applicable levies, freight, insurance, etc. within the quoted price. Any such charges indicated separately will not be taken into account for evaluation purposes.

*(renumbered from 8.11.4)*

## Scope of Work

The selected Consultant shall provide end-to-end professional consultancy, technical advisory, financial appraisal, policy implementation support, project evaluation, stakeholder engagement, and incentive management support to the Directorate of ICT & e-Governance (DIT), Department of Science & Technology (DST), Government of Gujarat, for implementation and operationalization of the Gujarat Data Center Policy and related initiatives.

The Consultant shall deploy qualified professionals and provide institutional support for the following activities:

### **A. Policy Advisory and Strategic Support**

1. Support DST/DIT in implementation, operationalization, review, and monitoring of the Gujarat Data Center Policy.
2. Undertake policy benchmarking studies covering national and international best practices relating to:
  - Data Centers
  - AI Infrastructure
  - Cloud Infrastructure
  - Digital Infrastructure
  - Renewable Energy Integration
  - Global Capability Centers (GCCs)
3. Conduct market assessments, industry analysis, investment trend studies, demand projections, and ecosystem assessments.
4. Assist in preparation and revision of:
  - Policy documents
  - Government Resolutions
  - Guidelines
  - Operational Frameworks
  - Standard Operating Procedures (SoPs)
  - Concept Notes
  - Briefing Notes
  - Background Documents and any other documents
5. Provide strategic recommendations for strengthening Gujarat's position as a preferred destination for hyperscale and AI data center investments.

## **B. Project Evaluation and Investment Facilitation**

1. Examine and evaluate project proposals received under the Policy.
2. Assess:
  - Technical feasibility
  - Financial viability
  - Investment commitments
  - Capacity projections
3. Verify eligibility of project proposals under policy provisions.
4. Assist Government in investor facilitation and project handholding.
5. Conduct interactions with investors, developers, operators, hyperscalers, cloud providers, financial institutions, industry associations, and other stakeholders.
6. Support Government in attracting investments and facilitating establishment of data center projects in Gujarat.
7. Facilitation in getting approvals/ clearances for setting-up the data center from distinct State Government/ Central Government entities.

## **C. Incentive Management and Claim Verification Support**

1. Scrutinize incentive applications submitted under the Policy.
2. Verify claims related to:
  - Eligible Fixed Capital Investment (EFCI)
  - Fixed Capital Investment (FCI)
  - Capital Subsidy
  - Interest Subsidy
  - SGST Reimbursement
  - Electricity Duty Reimbursement
  - Power Tariff Subsidy
  - Banking Charge Reimbursement
  - Employment-linked Incentives
  - Any other Incentive heads.

3. Examine statutory documents, CA certificates, financial statements, invoices, project reports, and supporting documents.
4. Develop verification methodologies, claim assessment frameworks, and audit mechanisms.
5. Prepare claim assessment reports and recommendations and assist DST/DIT in reviewing the same.
6. Support end-to-end processing, examination, evaluation, recommendation, sanction, and monitoring of incentives.

#### **D. Financial, Commercial and Economic Analysis**

1. Undertaking financial appraisal of projects.
2. Review investment plans, capital expenditure, operating expenditure, and funding structures.
3. Conduct financial due diligence and commercial assessments.
4. Evaluate fiscal implications and incentive exposure of the Government.
5. Prepare financial models, projections, sensitivity analysis, and investment benchmarking reports.
6. Provide recommendations on policy modifications from financial sustainability perspective.

#### **E. Technical Advisory and Data Center Domain Support**

1. Provide expert technical advice relating to:
  - i. Hyperscale Data Centers
  - ii. AI Data Centers
  - iii. Cloud Infrastructure
  - iv. Colocation Facilities
  - v. Edge Data Centers
  - vi. Data Center Parks
2. Evaluate capacity planning, energy requirements, cooling systems, water requirements, sustainability measures, renewable energy integration, and operational models.
3. Assist Government in review of technical proposals and project implementation plans.
4. Provide domain expertise during technical discussions, presentations, and project evaluations.

#### **F. Committee Support**

1. Provide support for meetings of:
  - i. High Powered Committee (HPC)

- ii. State Level Empowered Committee (SLEC)
  - iii. Inter-Departmental Committees
  - iv. Stakeholder Consultation Meetings
2. Prepare:
    - i. Agenda Notes
    - ii. Background Notes
    - iii. Evaluation Reports
    - iv. Presentations
    - v. Notes

### **G. Stakeholder Consultation and Outreach Support**

1. Organize and facilitate stakeholder consultations.
2. Coordinate with:
  - i. Industry Associations
  - ii. Hyperscalers
  - iii. Data Center Operators
3. Support investment promotion activities, roadshows, workshops, conferences, and investor engagement initiatives.

### **H. Knowledge Management and Reporting**

1. Maintain project databases, incentive databases, investor databases, and knowledge repositories.
2. Prepare periodic reports, dashboards, analytics, and monitoring frameworks.
3. Submit Monthly Progress Reports (MPR), Quarterly Progress Reports (QPR), and other reports as may be required by DST/DIT.
4. Perform any other activities related to implementation of the Gujarat Data Center Policy as assigned by DST/DIT from time to time.
5. The Agency shall be responsible for maintaining all documents required for Government audit purposes, ensuring proper filing and record management, and sharing the same with DIT and the Government of Gujarat as and when required.

## I. General Support

The Consultant shall provide all professional assistance, advisory services, analytical support, documentation support, and project management support required by the Directorate of ICT & e-Governance and Department of Science & Technology for successful implementation and

| S/N | Eligibility Criteria  | Attachments   |
|-----|---|---|
| 1.  | The Bidder shall be empanelled with NeGD (National e-Governance Division), Ministry of Electronics & Information Technology (MeitY), Government of India, under the category of Consulting/Advisory Services as on the bid submission date.   | Copy of valid NeGD empanelment letter/order/work order.   |
| 2.  | The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2022-23, 2023-24, 2024-25) from Consultancy Service.   | Audited Financial Statements (Balance Sheet and Profit & Loss Account) for FY 2022-23, FY 2023-24, and FY 2024-25, duly certified by a Statutory Auditor/Chartered Accountant, along with a Certificate from the Statutory Auditor/Chartered Accountant certifying the annual turnover derived from Consultancy Services for each financial year and the average turnover for the said period |
| 3.  | The Bidder should have executed/ executing, at least 2 projects in Policy Drafting, Policy Advisory or Consultancy, in India in last 07 Years as on date of submission of bid having value more than 50 Lakhs (each).<br><br>* Such Projects should be related to IT/ITeS Policy/ GCC Policy/ Electronics Policy/ Semiconductor Policy/ Data Center Policy/ Bio-Tech Policy/ eGovernance Policy/ Industry Policy. | Work Orders / Client Certificates/ Completion Certificate confirming year, value and area of activity.  |
| 4.  | The bidder should have more than 100 number of professional on its payroll.   | Certificate from HR   |
| 5.  | The Bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment.   | Please attach the copy of any two of the following: Property tax bill / Electricity Bill / Telephone Bill / VAT / GST Registration /Lease agreement.  |

|    |  |   |
|----|--|---|
| 6. | Bidder should not be blacklisted/debarred by any Ministry of Government of India or by Government of any State in India or by any central/state Government Body's/PSUs at the time of bidding. | Self- Declaration Certificate/affidavit |
| 7. | No Consortium will be allowed.   | -                                       |

## J. Application Processing, Incentive Claim Review, and Timeline-based Deliverables

The Consultant (PMC) shall adhere to defined timelines for processing applications and incentive claims under the Gujarat Data Center Policy. The PMC shall ensure structured, transparent, and time-bound processing as per the workflow defined below:

### 1. Application Processing Timeline

| #  | Event / Deliverables   | Timeline (Working Days) |
|----|--|-------------------------|
| 1  | Submission of application by the Entity  | A                       |
| 2  | Prima facie review of the application by PMC and raising of query to the applicant (if any)            | A + 10                  |
| 3  | Follow-up with applicants for response to queries (if applicable)                                      | A + 20                  |
| 4  | Receipt of completed application and detailed review by PMC; issuance of acknowledgement (if complete) | A + 25                  |
| 5  | Submission of recommendation to SLEC/HPC (approval / rejection / modification)                         | A + 30                  |
| 6  | Assistance in issuance of approval letter within 2 working days of decision from SLEC/HPC              | A + 32                  |
| 7  | Submission of incentive claim by Applicant (T2)  | T2                      |
| 8  | Detailed review and raising of queries (single consolidated communication)                             | T2 + 07                 |
| 9  | Follow-up with applicant for query resolution  | T2 + 15                 |
| 10 | Submission of final incentive claim report to SLEC/HPC   | T2 + 20                 |

### 2. Facilitation of Approvals and Clearances

The Consultant shall provide end-to-end facilitation support to project proponents for obtaining statutory approvals, including but not limited to:

1. Approvals / Clearances / NOCs from State and Central authorities
2. Assistance in application preparation, submission, and follow-up
3. Coordination with relevant departments

This shall cover all 39 types of approvals as envisaged under the Draft National Data Center Policy.

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

### **Profile of Consultants**

#### **Section: Resource Deployment, Qualification & Experience Criteria**

For this assignment, it is advisable to mandate deployment of **05 dedicated onsite resources** at Directorate of ICT & e-Governance (DIT), Gandhinagar, supported by the bidder's central pool of subject matter experts, legal experts, taxation experts, policy specialists, economists, and sector consultants as and when required, without any additional cost.

| # | Position  | Nos. |
|---|---|------|
| 1 | Project Manager cum Policy, Strategy & Investment Facilitation Expert (Team Lead) | 1    |
| 2 | Finance & Commercial Expert   | 2    |
| 3 | Data Center infrastructure Expert   | 1    |
| 4 | Electricity Infrastructure Expert   | 1    |

#### **1. Project Manager – Policy, Strategy & Investment Facilitation Expert (Team Lead)**

##### **Educational Qualification**

- MBA / PGDM / master's degree in management/ public policy/ economics/ finance/ Infrastructure Management/ Engineering/ Technology/ or equivalent.
- Additional qualification in Public Policy, Infrastructure Finance, Finance, Project Management, or Investment Promotion shall be preferred.

##### **Experience**

- Minimum 10 years of post-qualification experience.
- Minimum 5 years of experience in policy advisory, government consulting, infrastructure consulting, digital infrastructure, investment promotion, PMU/PMC assignments, or strategic advisory assignments.

### **Desired Experience**

- Preparation and review of Government Policies, Guidelines, Government Resolutions, Cabinet Notes, Concept Notes, DPRs and Investment Proposals.
- Stakeholder consultations and policy benchmarking.
- Experience of working with Central Government, State Government, PSU, Multilateral Agencies, or Investment Promotion Agencies.
- Experience in ICT, Data Center, Cloud, Digital Infrastructure, Smart City, Electronics, Semiconductor, GCC, Technology Parks, Industrial Infrastructure, or similar sectors.
- Coordination with senior government officials and industry stakeholders.
- Experience in project evaluation, policy implementation and monitoring.

### **Key Responsibilities**

- Overall project leadership.
- Policy implementation support.
- Stakeholder consultations.
- HPC/SLEC support.
- Investor facilitation.
- Review and quality assurance of all deliverables.
- Coordination with DST, DIT and other Departments.

## **2. Finance & Commercial Expert**

### **Educational Qualification**

- MBA (Finance) / CFA / ICWA / Cost Accountant / Master's Degree in Finance, Economics, Commerce, Infrastructure Finance or equivalent.

### **Experience**

- Minimum 3 years of post-qualification experience.

### **Desired Experience**

- Infrastructure finance.
- Project finance.
- Financial modelling.
- Commercial analysis.
- Investment analysis.
- PPP projects.
- Economic impact assessment.
- Fiscal incentive assessment.
- Government advisory projects.
- Financial appraisal and verification of large infrastructure projects.
- Verification of capital investment claims.
- SGST reimbursement claims.
- Subsidy and incentive claim scrutiny.
- Investment certification and project cost verification.

### **Key Responsibilities**

- Financial modelling.
- Cost-benefit analysis.
- Fiscal impact assessment.
- Economic analysis.
- Commercial viability assessment.

- Benchmarking of incentive structures.
- Preparation of financial and commercial evaluation reports.
- Verification of FCI and EFCI.
- Scrutiny of incentive claims.
- Verification of statutory certificates.
- Examination of invoices and project expenditure.
- Preparation of financial scrutiny reports.
- Support in incentive disbursement recommendations.
- Financial due diligence.

### **3. Data Center Infrastructure Expert**

#### **Educational Qualification**

- B.E./B.Tech./M.E./M.Tech. in Computer Science, Information Technology, Electronics & Communication, Electrical Engineering, Mechanical Engineering or MCA or equivalent.

#### **Experience**

- Minimum 8 years of post-qualification experience.
- Minimum 5 years of experience in Data Center, Cloud Infrastructure, Digital Infrastructure, Telecom Infrastructure, IT Infrastructure, or Hyperscale Infrastructure projects.

#### **Key Responsibilities**

- Technical evaluation of project proposals.
- Evaluation of cooling, power, water and energy requirements.
- Assessment of renewable energy commitments.
- Technical benchmarking.
- Support during HPC/SLEC evaluations.
- Preparation of technical reports and recommendations.

### **4. Electrical Infrastructure Expert**

**Educational Qualification:** B.E./B.Tech. in Electrical Engineering / Electrical & Electronics Engineering or equivalent from a recognized University/Institution. M.E./M.Tech. in Power Systems, Electrical Engineering, Energy Systems, or related discipline shall be preferred.

**Minimum Experience:** Minimum 8 years of post-qualification experience.

**Desired Experience:** Experience in planning, design, implementation, operation, and maintenance of electrical infrastructure for Data Centers, Industrial Parks, Transmission Systems, Distribution Systems, Renewable Energy Projects, Captive Power Plants, Energy Storage Systems (BESS), Substations, HT/LT Systems, Open Access, Power Procurement, and Grid Connectivity. Experience in projects involving State Utilities, STU, CTU, DISCOMs, GERC, CERC, Renewable Energy Integration, and large-scale infrastructure projects shall be preferred.

**Key Responsibilities:**

Assessment of power requirements of Data Centre projects; evaluation of electrical infrastructure proposals; review of substations, transmission connectivity, HT/LT systems, UPS, DG systems, BESS, renewable energy integration, open access arrangements, and power procurement mechanisms; technical evaluation of project proposals; support in policy implementation; preparation of technical reports, presentations, and committee notes; assistance in evaluation of incentive claims related to power infrastructure and energy systems; and providing technical inputs during HPC, SLEC, and stakeholder meetings.

**Additional Bidder Support Requirement**

The selected Consultant shall additionally provide access to its centralized pool of subject matter experts, as and when required by DIT/DST during the contract period, **without any additional financial implication to the Government.**

**Resource Deployment Conditions**

- All five resources shall be deployed onsite at Directorate of ICT & e-Governance, Gandhinagar.
- Resources shall be available during Government working days and office hours.
- Resources shall be dedicated exclusively for this assignment.
- Maximum permissible leave: 18 days per year per resource.
- Replacement of deployed resources shall require prior approval of DIT.
- Replacement resource shall possess equal or higher qualifications and experience.
- Minimum 15 working days overlap shall be mandatory during replacement.

**Note:-** The Bidder shall ensure that the proposed key personnel are made available during the technical presentation, if called upon by DIT. DIT reserves the right to interact with and assess the suitability of the proposed resources through interviews as part of the evaluation process. Non-availability of the proposed personnel during such interaction may lead to adverse evaluation of the Bid.

## Methodology of Selection

### 1 BID EVALUATION PROCESS

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

### 2 Pre-Qualification evaluation:

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

### 3 Technical Bid Evaluation:

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

| S/N | Criteria  | Max. Marks |
|-----|---|------------|
| 1.  | The Bidder should have full time professionals on its payroll as on bid issuance date.<br><br>100 to 250 professionals = 5 marks<br>251 to 500 Professionals = 8 marks<br>More than 500 Professionals = 10 marks  | 15         |
| 2.  | The Bidder should have average turnover of Rs. 100 crores during last 3 audited financial years (2022-23, 2023-24, 2024-25) from Consultancy Service.<br><br>Turnover 100 Cr to 200 Cr. : 4 marks<br>Turnover More than 200 Cr to 300 Cr :6 marks<br>More than 300 Cr: 10 marks | 15         |
| 3.  | The Bidder should have executed/ executing, at least 2 projects in Policy Drafting, Policy Advisory or Consultancy, in India in last 07 Years as on date of submission of bid having value more than 50 Lakhs (each).   | 25         |

|             |   |     |
|-------------|---|-----|
|             | * Such Projects should be related to IT/ITeS Policy/ GCC Policy/ Electronics Policy/ Semiconductor Policy/ Data Center Policy/ Bio-Tech Policy/ eGovernance Policy/ Industry Policy.<br><br>02 such Project: 10 Marks<br>03 such Projects: 15 Marks<br>04 such Projects: 20 Marks<br>05 such Projects: 25 Marks |     |
| 4.          | The bidder have office in Gujarat = 5 marks<br>Not office in Gujarat = 0 marks  | 5   |
| 5.          | Personnel interview of proposed manpower (break up as under)  | 40  |
| Total marks |   | 100 |

**Personnel interview of proposed manpower (break up as under)**

| #   | Evaluation Parameters  | Max. Marks | Total                            |
|---|--|------------|----------------------------------|
| 1   | Subject Specific Domain Knowledge, Requirement Understanding, Interpersonal and Communication Skill (judging the need of the client)                         | 2          | <b>8 Marks for each resource</b> |
|   | Additional Experience/ Qualification/ Certification  | 2          |                                  |
|   | Experience of working in projects with respect to respective Domain in Central Govt./ State Govt. / Public / Private Sector Department/ Agencies/ Companies: | 2          |                                  |
|   | Knowledge and experience of respective field.  | 2          |                                  |
| <b>Total Maximum Marks on resource interview (8 marks on each resource) * 5 Resources</b> |  |            | <b>40</b>                        |

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

## Final Bid Evaluation

### **a. Technical Bid Evaluation**

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

Tb: Absolute Technical Score

Tmax: Maximum Technical Score

Tn: Normalized technical score of the bidder under consideration

Normalized technical score (Tn) =  $Tb/Tmax \times 100$

Only Bidders securing the minimum qualifying technical score prescribed in this RFP shall be declared Technically Qualified (TQ) on the GeM Portal, and their Financial Bids shall be opened electronically. Bidders not meeting the minimum qualifying score shall be marked Technically Not Qualified (TNQ), and their Financial Bids shall not be opened.

### **b. Financial Bid Evaluation**

The Financial Bids of Technically Qualified (TQ) Bidders shall be opened electronically on the GeM Portal, on the date and time specified in the Bid, and the financial bid summary shall be made available to the Bidders on their respective GeM dashboards. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder, as submitted through the Financial Bid/BOQ format on the GeM Portal.

Fn: Normalized financial score for the bidder under consideration

Fb: Commercial quote for the bidder under consideration

Fmin: Commercial quote of the lowest evaluated financial proposal

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

Normalized Financial Score (Fn) =  $100 \times Fmin / Fb$

### **c. Final Evaluation of Bid**

Proposals will be ranked according to their combined technical (Tn) and financial (Fn) scores using the weights (T = 0.7, the weight given to the Technical Proposal; P = 0.3, the weight given to the Financial Proposal; T + P = 1), in accordance with the QCBS (70:30) methodology specified in this RFP. The final evaluation will be based on Final Score, which shall be calculated as shown below:

Final Score (S) =  $Tn \times T + Fn \times P$

The Bidder achieving the highest combined technical and financial score shall be declared the H1 / best-evaluated Bidder on the GeM Portal and shall be issued the Letter of Intent/Award directly, in accordance with GeM's applicable Terms & Conditions for Custom Bid for Services. *[To be confirmed with DIT: whether a post-bid negotiation stage is to be retained. GeM's standard Custom Bid process typically does not provide for negotiation with the best-evaluated bidder — award is generally made directly to H1. The original clause inviting the top bidder "for negotiations" has been retained below in principle but should be reconciled with GeM's actual policy before publishing.]*

In case of a tie where two or more Bidders achieve the same highest combined technical and financial score, the Bidder with the higher normalized technical score shall be invited first *[for negotiations — subject to confirmation per the flag above]*, as reflected in the GeM Portal's evaluation output.

### **Award of Contract**

- i. Award Criteria: The Criteria for selection will be the bidder achieving the highest combined technical and financial score, will be invited for negotiations under each item/head offered by Bidder.
- ii. THE TENDERER right to vary requirements at time of award: GoG reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
- iii. In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to borne the difference between lowest prices and next lowest prices.

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

## Service Level Agreement and Penalties

### SLA & Penalty

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

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

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

| S/N | Parameter               | SLA  | Penalty  |
|-----|-------------------------|--|--|
| 1.  | T= Signing of Agreement | Within 15 calendar days from issuance of GEM Contract date | Delay Beyond 4 weeks or successful bidder not signing the contract agreement, TENDERER may terminate the contract and Forfeit the PBG.   |
| 2.  | Deployment of Resources | T1 = T + 4 week  | Rs 15,000 per resource per week delay or part thereof<br>In case of failure in deployment of the proposed Manpower for 45 days from date of LOI/Work Order, TENDERER may terminate the contract and forfeit the PBG. |

|    |  |  |  |
|----|--|--|--|
| 3. | Shortfall of attendance of compulsory resources. | The maximum permissible number of leave is 18 days in a year. Any leave in excess of it shall be cut from the amount payable to the agency for that resource. The resource deployed at DIT need to seek approval from DIT for any leave. If approval is not granted or taken, then similar resource will have to be substituted with DIT's permission. | If the number of leave taken exceeds the permissible leave, the amount for such an excess shall be cut at the following rate:<br>X* Monthly amount payable<br>30<br>(Where "X" stands for number of leave beyond 18 days in a year)<br>In case of leave not approved by DIT or not seeking approval from DIT or not substituting a resource, the above penalty shall be multiplied by 1.5 for all such number of days. |
| 4. | Replacement of resources                         | In order to maintain continuity, resources initially deployed are not to be replaced during the tenure of the contract. In case resources are replaced with new resources, penalties will apply.   | 1st replacement: Allowed, no penalty shall be levied<br>2nd - 3rd replacement: Penalty upto 30 % of respective resource monthly cost quoted as per financial bid<br>4th - 6th replacement: Penalty upto 50 % of respective resource monthly cost quoted as per financial bid<br>Beyond 6th replacement: Not permissible and may lead to termination of Contract.   |

- **Penalty for Non-performance in required Service Levels/ Standards** Any failure to deliver the required services due to reasons solely attributable to the Bidder, such as non-adhering to timelines, violation State/Central Guidelines, shall be bound to the penalty/decision, if any, with a maximum cap of Rs. 50,000/- per such incidence.
- Any delay/ non-performance, not attributable to the selected bidder, shall not be considered while computing adherence to service levels but the selected bidder shall submit sufficient records/ documents that the delay/ non-performance is not on bidder's part.
- Note: The penalties, if any, will be recovered against the payment invoice submitted by the selected agency.
- The total penalty shall not exceed 10% of the total payment of the Quarter.
- There should be minimum 10 days overlap between the new deployed resource and the replaced resource.

- For these 10 days overlap period, the Tenderer shall pay the cost of single resource only.
- The tender may also ask the agency to replace any resources in case of non- performance, non-compliance and any terms and conditions, misconduct or behavioral issues. In this case no-penalty shall be imposed on the agency but other replacement criteria and conditions shall remain same.

### **1. Period of Contract and Extension of Work**

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

### **2. Payment:**

- i.** The payments to the successful bidder will be made **Quarterly** on acceptance of the invoice by the TENDERER or its designated agency.
- ii.** The successful bidder shall submit original copies of invoices along with the necessary supporting documents as may be required by the TENDERER for processing of invoices. Invoice should be raised in English language only.
- iii.** The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by the TENDERER or its designated agency.
- iv.** Payment shall be made in Indian Rupees. While making payment, necessary TDS, income tax and any other applicable tax, if any, shall be deducted.

### **3. Manpower Availability**

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

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

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

### **Additional Terms and Condition:**

1. **Confidentiality:** It is the consultant's responsibility to ensure any information it possess relating to DIT or Government of Gujarat that is not available in the public domain be treated with the utmost confidential at discretion. Where the consultant feels the need to disclose confidential information to a third party, it is their responsibility to ensure that it does so with the explicit permission of DIT.
2. **Intellectual Property Rights:** Intellectual Property Rights for any new development made as part of this consultancy service shall lie with DIT. Consultant will retain the ownership of its pre- existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverable s, etc. If a third-party claims that a product/ service delivered by the selected consultant to DIT infringes that party's patent or copyright, the selected consultant shall

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

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

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

4. **Governing Language:**

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

5. **Applicable Law:**

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

6. Any amendment in the Term & conditions of the contract, if required to the smooth function of the engagement, can be made with mutual agreement of both the party and with the approval of the Tenderer.
7. The deployed resources shall not be engaged in any activity other than that assigned by the Tenderer.
8. In case of termination of contract during the period of concurrence, either side to provide three months of notice with a valid reason and opportunity to readdress the grievances, if any.
9. If the Tenderer discontinues the services of any or all of the proposed resources during contract period due to justified reasons, then payment shall be done on T&M basis based on actual manpower deployed during the remaining period on prorated basis.
10. The selected bidder shall follow leave as per government of Gujarat calendar.

**Financial Bid**

| <b>Sr. No</b>                 | <b>Description</b>  | <b>No. of Resources</b> | <b>Consulting Charges per month, With GST (in Rs.)</b> | <b>Duration of contract (in months)</b> | <b>Total charges for 36 months (Rs.)</b> |
|-------------------------------|---|-------------------------|--|---|--|
|                               |   | <b>A</b>                | <b>B</b>   | <b>C</b>                                | <b>D = A*B*C</b>                         |
| 1                             | Project Manager cum Policy, Strategy & Investment Facilitation Expert (Team Lead) | 1                       |  | 36                                      |  |
| 2                             | Chartered Accountant (CA) – Incentive Verification & Financial Scrutiny Expert    | 1                       |  | 36                                      |  |
| 3                             | Finance & Commercial Expert   | 1                       |  | 36                                      |  |
| 4                             | Data Center Technical Expert  | 1                       |  | 36                                      |  |
| 5                             | Electricity Infrastructure Expert   | 1                       |  | 36                                      |  |
| Total Contract value (in Rs.) |   |                         |  |   |  |

- The prices are exclusive of any applicable taxes, duties, and levies. All taxes / duties applicable at the time of billing or any changes in the tax structure will be charged at actuals, at prevailing rates at the time of billing.
- The Purchaser reserves the right to increase or decrease the number of deployed resources from time to time based on project requirements and operational needs.

**Annexure: Undertaking (On Letterhead of Bidder)**

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

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

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

(Signature)

Authorized representative of <<Name of Bidder>>

## Annexure – Covering Letter

**[On Bidder's Letterhead]**

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

To,

**The Director**

Directorate of ICT & e-Governance

**Subject: Submission of Bid for Selection of Consultancy Firm for Providing Consultancy Services for Implementation of Gujarat Data Center Policy and Related Activities**

Sir/ Madam,

Having examined the Request for Proposal (RFP) document, including all amendments, corrigenda, clarifications, and addenda thereto, we, the undersigned, hereby submit our Bid for the aforesaid assignment.

We hereby declare and confirm that:

- 1 We have carefully read, understood, and accepted all terms and conditions, scope of work, eligibility criteria, obligations, and other requirements contained in the RFP document.
- 2 We have conducted our own assessment and have obtained all necessary information required for submission of this Bid and performance of the assignment.
- 3 We meet all the eligibility and qualification requirements prescribed in the RFP document and have enclosed the requisite documentary evidence in support thereof.
- 4 All information, statements, documents, and particulars furnished in this Bid are true, correct, complete, and accurate to the best of our knowledge and belief.
- 5 We understand that any misrepresentation, suppression of facts, or submission of false information may lead to rejection of our Bid, forfeiture of Bid Security (if applicable), and other actions as deemed appropriate by the Purchaser.
- 6 We undertake to provide the required consultancy services and deploy the proposed resources in accordance with the provisions of the RFP and subsequent Agreement.
- 7 We agree to keep this Bid valid for the period specified in the RFP document.

8 We understand that the Directorate of ICT & e-Governance reserves the right to accept or reject any or all bids, wholly or partly, without assigning any reason whatsoever, and that we shall not have any claim against the Directorate on this account.

9 We undertake that, if selected, we shall enter into an Agreement with the Directorate of ICT & e-Governance and perform the assignment in accordance with the terms and conditions specified therein.

We hereby authorize the Directorate of ICT & e-Governance or its authorized representatives to seek references, verify the information submitted by us, and obtain clarification from any of the persons or organizations referred to in this Bid.

We submit this Bid with full understanding and acceptance of the conditions governing the procurement process.

Thanking you.

Yours faithfully,

For and on behalf of \_\_\_\_\_

Authorized Signatory

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

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

Bidder's Name: \_\_\_\_\_

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

Contact No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Seal of the Bidder

## Annexure – Curriculum Vitae (CV) Format for Key Personnel

### 1. Personal Information

| Particular  | Details |
|---|---------|
| Name of Resource                                  |         |
| Proposed Position                                 |         |
| Name of Bidder                                    |         |
| Date of Birth                                     |         |
| Nationality                                       |         |
| Mobile Number                                     |         |
| Email ID  |         |
| Total Professional Experience (Years)             |         |
| Relevant Experience for Proposed Position (Years) |         |

### 2. Educational Qualifications

| Sr. No. | Degree /<br>Qualification | Specialization | University /<br>Institution | Year of<br>Passing |
|---------|---------------------------|----------------|-----------------------------|--------------------|
| 1       |                           |                |                             |                    |
| 2       |                           |                |                             |                    |
| 3       |                           |                |                             |                    |

### 3. Professional Certifications (If Any)

| Sr. No. | Certification | Issuing Organization | Year |
|---------|---------------|----------------------|------|
| 1       |               |                      |      |
| 2       |               |                      |      |
| 3       |               |                      |      |

#### 4. Employment History

| # | Organization | Designation | From (MM/YYYY) | To (MM/YYYY) | Total Experience |
|---|--------------|-------------|----------------|--------------|------------------|
| 1 |              |             |                |              |                  |
| 2 |              |             |                |              |                  |
| 3 |              |             |                |              |                  |

#### 5. Relevant Project Experience

##### Project

| Particular                           | Details |
|--------------------------------------|---------|
| Project Name                         |         |
| Client Name                          |         |
| Project Location                     |         |
| Project Cost / Value (if applicable) |         |
| Duration                             |         |
| Position Held                        |         |
| Key Responsibilities                 |         |
| Brief Description of Assignment      |         |

##### Additional Relevant Projects (if any)

#### 6. Summary of Relevant Experience

#### 7. Declaration by the Resource

I hereby certify that the information furnished above is true and correct to the best of my knowledge and belief. I understand that any misrepresentation may lead to rejection of my candidature or termination of engagement.

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

Place: \_\_\_\_\_

Signature of Resource: \_\_\_\_\_

Name of Resource: \_\_\_\_\_

### **8. Certification by the Bidder**

We hereby certify that the above-named resource is proposed for deployment under this assignment and that the information furnished in this Curriculum Vitae has been verified by us and found to be true and correct.

Authorized Signatory

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

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

Bidder's Name: \_\_\_\_\_

Signature & Seal

**Annexure – Declaration for Non-Blacklisting**

**[On Bidder's Letterhead]**

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

To,

**The Director**

Directorate of ICT & e-Governance

**Subject: Declaration regarding Non-Blacklisting / Debarment**

Sir,

We, **M/s.** \_\_\_\_\_, having our registered office at \_\_\_\_\_, hereby solemnly declare and certify that:

1. The Bidder has not been blacklisted, debarred, suspended, declared ineligible, banned from participation in tenders, or otherwise restricted from carrying out business by the Government of India, any State Government, Government Department, Public Sector Undertaking (PSU), Statutory Authority, Autonomous Body, Multilateral Agency, or any Court of Law as on the bid submission date.
2. No order of blacklisting, debarment, suspension, prohibition, or business restriction has been issued against the Bidder by any Government authority and is currently in force.
3. The Bidder is not involved in any proceedings that may result in blacklisting, debarment, suspension, or restriction from participating in Government procurements as on the bid submission date.
4. We understand that in the event of the above declaration being found false or incorrect at any stage, the Purchaser shall be entitled to reject our bid, terminate the contract (if awarded), forfeit any applicable security deposit/performance security, and take such other action as deemed appropriate.

We hereby certify that the information furnished above is true and correct to the best of our knowledge and belief.

Yours faithfully,

For and on behalf of \_\_\_\_\_

**Authorized Signatory**

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

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

Bidder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Seal of the Bidder

**Annexure – Pre-Qualification Compliance Sheet**

Name of Bidder: \_\_\_\_\_

| # | Pre-Qualification Criteria  | Compliance (Yes/No) | Details Furnished by Bidder | Documentary Evidence Submitted (Page No.) |
|---|---|---------------------|-----------------------------|---|
| 1 | The Bidder shall be a Company registered under the Companies Act, 2013/1956, LLP registered under LLP Act, 2008, Partnership Firm, or any other legally recognized entity in India.               |                     |                             |   |
| 2 | The Bidder shall be empanelled with National e-Governance Division (NeGD), MeitY, Government of India, under the relevant category of Consulting/Advisory Services as on the bid submission date. |                     |                             |   |
| 3 | The Bidder shall have an average annual turnover of at least INR 100 Crore from Consultancy Services during the last  |                     |                             |   |

|   |  |  |  |  |
|---|--|--|--|--|
|   | three audited financial years (FY 2022-23, FY 2023-24 and FY 2024-25).   |  |  |  |
| 4 | Project Experience and Credentials.  |  |  |  |
| 5 | The Bidder shall have a valid PAN, GST Registration, and other statutory registrations as applicable.  |  |  |  |
| 6 | The Bidder shall not have been blacklisted, debarred, suspended, or declared ineligible by any Central Government, State Government, PSU, Statutory Authority, or Government Agency as on the bid submission date. |  |  |  |
| 7 | The Bidder shall have submitted all required declarations, undertakings, and annexures as specified in the RFP.  |  |  |  |

**Declaration**

We hereby certify that the information furnished above is true and correct. We understand that any false declaration or misrepresentation may lead to rejection of our bid.

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

Place: \_\_\_\_\_

**Authorized Signatory**

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

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

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

Signature & Seal

**Power of Attorney (On INR 300 Stamp Paper)**

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 and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr./ Ms./ Mrs. (Name of the Person(s)), domiciled at (Address), acting as (Designation and the name of the firm), as Authorized Signatory and whose Signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Contract "RFP regarding empanelment of agencies for providing "RFP Name" , vide RFP (Tender Document) Document No.                      dated     , issued by DIT, including Signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by DIT or any governmental authority, representing us in all matters before DIT, and generally dealing with DIT in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept (Attested Signature of Mr./Ms./Mrs.                      (Name, Title and Address of the Attorney)

**Annexure: Bank Guarantee format for Earnest Money Deposit**

To \_\_\_\_\_

Dated \_\_\_\_\_

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: xxxxxxxxxxxxxxxxxxxx for \_\_\_\_\_ KNOW ALL MEN by these presents that WE -----

----- having our registered office at

----- (hereinafter called "the Bank") are bound unto the \_\_\_\_\_, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to DIT, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2026.

**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 DIT up to the above amount upon receipt of its first written demand, without GIL having to substantiate its demand, provided that in its demand DIT 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 6 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the DIT and further agrees that the guarantee herein contained shall continue to be enforceable till the DIT discharges this guarantee The

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

The Bank also agree that the GIL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the TENDERER may have in relation to the SELLER's liabilities.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2026. Signed and delivered

by

\_\_\_\_\_  
For & on Behalf of  
Name of the Bank &  
Branch & Its official  
Address with seal

To,

The Director,

Directorate of ICT & e-Governance (DIT)

Government of Gujarat

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

In consideration of the Directorate of ICT & e-Governance, Government of Gujarat (hereinafter called "DIT", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to

\_\_\_\_\_ (hereinafter called "the Bidder", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a contract vide Letter of Intent/Award No. \_\_\_\_\_ dated \_\_\_\_\_ for "Selection of NeGD Empaneled Consultancy Firm for Providing Consultancy Services for Implementation of Gujarat Data Center Policy and Related Activities" (hereinafter called "the Contract"), and the Bidder having agreed to furnish a Performance Bank Guarantee for the due performance and fulfilment of the Contract, amounting to [₹ \_\_\_\_\_ / \_\_\_\_% of the Contract Value — amount/percentage to be confirmed by DIT].

KNOW ALL MEN by these presents that we,

\_\_\_\_\_, having  
our registered office at

\_\_\_\_\_ (hereinafter called "the Bank") do hereby undertake to pay to DIT an amount not exceeding  
₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by DIT.

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 DIT stating that the amount claimed is required to meet the recoveries due or likely to be due from the Bidder, by reason of breach by the said Bidder of any of the terms or conditions contained in the said Contract, or by reason of the Bidder's 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. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ \_\_\_\_\_

3. We, the said Bank, further undertake to pay to DIT any money so demanded, notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any Court, Tribunal or Arbitrator relating thereto, our liability under this present being absolute and unequivocal.

4. We, the said 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 until all dues of DIT under or by virtue of the said Contract have been fully

paid and its claims satisfied or discharged, or until DIT certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Bidder, and accordingly discharges this Guarantee.

5. This Guarantee shall be valid up to *[insert end-date — RFP Sec. 3(c) requires validity through the Contract Term, including any renewal, plus 6 (six) months beyond all contractual obligations including warranty terms]*. Unless a claim in writing is lodged with the Bank within six (6) months from the date of expiry of this Guarantee, all rights of DIT under this Guarantee shall be forfeited, and the Bank shall be released and discharged from all liability hereunder.

6. We, the said Bank, further agree that DIT shall have the fullest liberty, without affecting in any way our liability under this Guarantee, to vary any of the terms and conditions of the said Contract, or to extend the time of performance by the Bidder from time to time, or to postpone for any time, or from time to time, any of the powers exercisable by DIT against the Bidder, and to forbear or enforce any of the terms and 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 Bidder, or for any forbearance, act or omission on the part of DIT, or any indulgence by DIT to the Bidder, or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

7. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Bidder.

8. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency, except with the previous consent of DIT in writing.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

Signed and delivered by

For & on behalf of

\_\_\_\_\_  
(Name of the Bank & Branch & its official address, with seal)