

RAJKOT MUNICIPAL CORPORATION, RAJKOT'S

Request for Proposal (RFP)

For

**Selection of Concessionaire for Implementation of Digital High-Way Rajkot
Project on PPP model.**

E- TENDER NUMBER: GIPL/RMC/FIBER/17-18/15

From

Guj Info Petro Limited

2ND Floor, Block No: 15, Udyog Bhavan,

Sector - 11, Gandhinagar – 382011.

Tel: +91 (79) 65721801

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SCHEDULE TENDER NOTICE:
E- TENDER NUMBER: GIPL/RMC/FIBER/17-18/15

Item Description	Selection of Concessionaire for Implementation of Digital High-Way Rajkot Project on PPP model.
Location	Across Rajkot City
Tender Fee (Non Refundable)	Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft (DD) issued by Nationalized bank including IDBI Bank / Private Banks – Axis Bank, HDFC Bank & ICICI bank only in favor of “Guj Info Petro Limited” payable at Gandhinagar.
Contract Period	15 Years
Earnest Money Deposit (EMD)	Rs. 25, 000, 00/- (Rupees twenty Five Lac Only) in the form of Demand Draft (DD) or in form of Bank Guarantee issued by nationalized bank including IDBI Bank / Private Banks – Axis Bank, HDFC Bank & ICICI bank and other banks which is specified in Finance Department, GR. No.: EMD/10/2015/508/ DMO dated 27/04/2016 in favor of “Guj Info Petro Limited” payable at Gandhinagar.
E – Tendering website details:	https://gipl.nprocure.com
Online Tender Floating Date	15/05/2017
Pre-Bid Meeting	At RMC, Rajkot. On 18/05/2017 at 11.00 to 12.00 Hrs
Last Date & Time of online submission of Bid.	29/05/2017 up to 17:00 Hrs
Last Date & Time of physical Submission of Tender Fee, EMD & all necessary tender documents by Regd. / Speed Post / Hand Delivery only	29/05/2017 up to 17:00 Hrs at GIPL, Gandhinagar.
Date & Time for opening of Technical Bid	29/05/2017 at 17:10 Hrs
Date & Time for opening of Financial Bid	Will be intimated later to the Technically qualified bidders.
Bid Validity	180 days from the date of bid submission.

Required number of offers	<p>Technical offer</p> <ul style="list-style-type: none"> <input type="checkbox"/> Technical bid and other forms – online. <input type="checkbox"/> Physical bid along with EMD & Tender Fee. (1 Original & 1 Duplicate) <p>Commercial offer</p> <ul style="list-style-type: none"> <input type="checkbox"/> Online Submission only on website https://gipl.nprocure.com
Bid Evaluation Criteria (Selection Method)	Highest Royalty Based Selection (HRBS) - H1
<p>Note:</p> <p>A. RMC reserves its right to reject any or all tenders or split the job between more than one bidder without assigning any reason thereof.</p> <p>B. GIPL/RMC will evaluate and compare the bids determined to be substantially responsive. It is GIPL's intent to select the Tender that is most advantageous to RMC and each Tender will be evaluated using the criteria outlined in this RFP document.</p>	

DEFINITIONS

Request for Proposal (RFP) – Formal procurement document in which a service or need is identified, but no specific method to achieve it has been chosen.

Addendum – An addendum is issued when supplemental information has been added to the RFP since its original posting.

Corrigendum / Amendment – An amendment / corrigendum is issued when information in the RFP has been changed since its original posting.

RMC/Client/Purchaser/Owner means Rajkot Municipal Corporation, Rajkot shall include their legal representatives, successors and assigns.

GIPL - Guj Info Petro Limited, a consultant appointed for the project by RMC.

GoG - Government of Gujarat.

Bid – A formal offer submitted in response to this RFP.

Bidder – Individual or company (firm, state agency, etc.) submitting a proposal in order to attain a contract with RMC.

Successful bidder – Individual or company whose proposal has been accepted by RMC and is awarded a fully executed, written contract.

Letter of Intent – The letter issued by RMC issued to the successful bidder intimating the acceptance of bidder's bid and intimating desire of the RMC to award work order to that bidder.

Proposal – A formal offer submitted in response to this solicitation.

Service-level Agreement (SLA) – A service contract where the level of service is formally defined between client & the successful bidder.

SOR – Schedule of Rates

Change in Tax Law - shall mean any of the following events, which become effective after the date for submission of the price bid for the Contract.

- ❖ Enactment of any new tax law in India;
- ❖ Modification or repeal of any taxes in India.

- ❖ any change in the interpretation or enforcement of any tax laws by Government of India or State Government or local authority via issuance of circulars/ clarifications by Governmental Authority
- ❖ increase or decrease in the rate of taxes in force on the date of the bid submission;
- ❖ Change in the basis of computation of taxes in force on the date of the bid submission.

Work Order means issuing of work order which shall constitute the intention of the Client to place the order for engaging the successful bidder for implementation of the Project.

Agreement or Contract means the document signed between client and the Successful bidder and it is binding for both the parties to all terms and conditions contained herein and as modified / amended from time to time in writing by the parties hereto.

OEM means Original Equipment Manufacturer Company, that is incorporated in India or abroad, who has management control over the manufacturing / production process, Quality Assurance, Procurement of Raw materials/manufacturing process inputs marketing and warranty services of the resultant products, of at least one manufacturing facility / factory where the manufacturing of equipment, related accessories, as required for the project etc. is carried out.

Rates / Prices means prices of supply of equipment and services quoted by the bidder in the Financial Bid submitted and/or mentioned in the Contract

Authorized Signatory - The bidder's representative / officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.

OFC means Optical Fiber Cable

SD - Security Deposit.

Project – Implementation , commissioning and O&M of Digital High-Way Rajkot Project covering Rajkot Municipal corporation area

Contract Period – 15 years covering 1 year implementation and concession period

Concession Period – 14 years from the date of successful implementation and commissioning of the Project

PRE-QUALIFICATION CRITERIA:-

Sr. No	Eligibility Criteria	Supporting document (should be notary certified true copy/ self attested)	Applicability on Consortium
1	Bidder & Consortium Partner should be a company registered under Companies Act, 1956 and should have been operating for the last five years as on 31st March 2016.	Certificates of incorporation & Self-Declaration Certificates	All members
2	Bidder / Consortium Partner should be an established IT System Integrator and should have been engaged in setting-up, Operations & Maintenance of OFC Network and for a period of at least Three years as on 31st March 2016.	Work Orders / Client Certificates confirming year and area of activity should be enclosed.	Any Member
3	The Prime bidder must have average annual turnover of at least Rs. 20 Crores (for the lead bidder in case of consortium) on standalone basis for the last three financial years as on 31st March, 2016.	Audited and Certified Balance Sheet and Profit / Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning turnover of the bidder should be enclosed.	Prime Bidder
4	The Consortium Partner (non-lead bidder) should have average annual turnover of at least Rs. 10 crores in last three financial years (ending 31 March 2016) on standalone basis.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning turnover of the bidder should be enclosed.	Consortium Partner (non-lead bidder)
5	The bidder & Consortium Partner must have positive net worth and should be Profit making on standalone basis in each of the last three financial years as on 31st March, 2016. Also Bidder & Consortium Partner Should Not Insolvent / Bankrupt.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning net profit of the bidder should be enclosed.	All members

6	<p>The Bidder shall have any of the following valid licenses issued by competent authorities along with compulsory NLD License:</p> <ul style="list-style-type: none"> • ISP License Class A • ISP License Class B • “Infrastructure Provider of Category One (IP-1) License” • 4G License • UASL 	Copy of the relevant and valid licenses	Any member
7	<p>The bidder / Consortium Partner should have demonstrable expertise and experience in executing at least ONE project of City Wide OFC laying for Government Application Or with Government Partnership during last five years as on tender floating date.</p>	<p>Details of such projects undertaken along with clients' on-going/completion certification/ letter should be enclosed.</p>	Any member
8	<p>Bidder & Consortium Partner should not be blacklisted by any Ministry of Government of India or by Government of any other State in India or by Government of Gujarat or any of the Government PSUs at the time of bidding.</p>	<p>Self-Declaration as per format mentioned in Annexure VIII 8.2 must be submitted.</p>	All members
9	<p>The bidder / Consortium Partner should have a Permanent Office in Rajkot or should setup in 30 working days from the award of LOI.</p>	<p>Copies of any two of the followings: Property Tax / Electricity / Telephone Bill / VAT/ CST Registration / Lease agreement OR Undertaking to open Office in Rajkot.</p>	Any member
10	<p>In the event of a consortium – maximum two consortium members (including the lead bidder) are allowed.</p> <p>In case of a single bidder (i.e. no consortium), all of the above PQ conditions must be fulfilled by that single bidder and consortium agreement is not required.</p>	<p>Signed Consortium and Teaming Agreement along with teaming details, original Power of Attorney (PoA) in support of their authorization to sign the document. The PoA should be submitted on a stamp paper of Rs. 100/-. Please refer consortium</p>	

		agreement format enclosed herewith as Annexure IX.	
11.	<p>The Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) not have, and their directors and officers not have, been 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 pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p>	<p>Self -Declaration on Stamp Paper by the Bidder as per format given in Annexure X of the bid document.</p>	All members

NOTE:

- All above mentioned documents for pre-qualification criteria of bid must be **notary certified true copy/ self attested**.
- The above mentioned eligibility criteria should be necessarily met, and adequate documentary proof be submitted for verification. If any / partial / all of the above mentioned eligibility criteria don't fulfill by bidder then that bid is disqualified for the technical bid opening.
- Bidders are requested to submit all the supporting documents required.
- Physical bid must be submitted by registered AD or speed post or Hand Delivery only. Any other mode is not allowed.
- Bid must be spiral bound without which the bid will be straight way rejected. In case bid / document size is large then bidder can divide it into the parts. Each part of bid should have proper indexing and page number mentioned and all pages of RFP must be signed and sealed.

- ❑ For PQ Clause: 2 & 7: If the bidder is a consortium and the project implemented by same consortium shall be considered OR the experience quoted is of one of the consortium members based on previous work carried out as a Joint Venture / Consortium with third party then such project can be considered if such consortium member was lead partner in the qualifying project.
- ❑ **Tender will be awarded to bidder having highest financial offer. (Highest Royalty payment based Selection (HRBS or H1)).**

SECTION 1: INTRODUCTION:

About Rajkot

The City of Rajkot has emerged as one of Gujarat's hi-tech city in technological development and innovation. The city has established its position as a pioneer in implementing numerous Smart initiatives in areas ranging from transit, e-Governance, solid waste management to water supply and many more. Additionally, Rajkot has been selected among the top 100 smart cities in India for which it receives funding from Ministry of Urban Development (MoUD) for projects under its smart city proposal.

RMC has completed the citizen's consultation round where views and suggestions were called, to arrive at the City's Vision and define goals to be achieved in next 5,10 or 20 years. Rajkot smart city proposal includes several Pan City and Area Based Development initiatives with a focus on both infrastructure and ICT advancements in the city and at strategic locations.

About Rajkot Municipal Corporation

The Rajkot Municipal Corporation (RMC) has responded to the challenges of fastest population. Rajkot Municipal Corporation (RMC) is a local government body committed to provide basic infrastructure facilities including entertainment facilities to the people of the city. RMC is very well known for the managing the city by using private sector participation as well as introduction of innovative mechanism in management to serve people efficiently. City has prepared different plans for improving services and to nullify gap between services and demands.

Project Description

Project Objectives

- To provide easily accessible, cost effective connectivity to all residents of city.
- To boost digital inclusion among RMC departmental users and citizens.
- To provide 24*7 uninterrupted OFC network across RMC offices, schools, parks and Important establishments.
- To open up information channels for more citizen engagement and increased transparency
- The Successful Bidder (the "Concessionaire"), shall be responsible for designing, engineering, financing, procurement, implementation, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the "Concession Agreement") to be entered into between the Successful Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- An Agreement will be drawn up between the Authority and the Successful Bidder on PPP basis (the "Concession Agreement"). The Concession Agreement sets forth the detailed terms and conditions, including the scope of the Concessionaire's services and obligations

(the “Concession”). Revenues from the proposed Project will accrue to the Successful Bidder undertaking the Project (the “Project Company” or the “Concessionaire”) and SI shall pay royalty amount as per the provisions of the Concession Agreement provided separately.

- RMC would pay nothing towards the expenditure of the project as described in Responsibility matrix (SLA). All the costs for CAPEX / OPEX / any other associated costs as per the responsibility matrix shall be paid by the selected agency for the entire duration of the project.
- The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

INVITATION FOR BIDS & INSTRUCTIONS TO BIDDERS

General Terms for Bidding

- Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- The Bid shall consist of a Royalty amount to be quoted by the Bidder. No grant shall be payable by the Authority to the Concessionaire and the Royalty amount shall be payable by the Concessionaire to the Authority, as per the terms and conditions of this RFP and the provisions of the Concession Agreement.

1. Invitation for bids bind the OEM legally

This invitation for bids is for “Selection of Concessionaire for Implementation of Digital High-Way Rajkot Project on PPP model”. At the time of submission of the bid document, the bidder has to submit the bid amount as **a non-refundable fee of Rs. 10,000/- (Rupees Ten Thousand only)** in the form of Demand drafts & **refundable EMD of Rs. 25, 000, 00/- (Rupees Twenty Five Lac Only)** in the form of Demand Draft (DD) or in form of Bank Guarantee issued by nationalized bank including IDBI Bank / Private Banks – Axis Bank, HDFC Bank & ICICI bank and other banks which is specified in Finance Department, GR. No.: EMD/ 10/2015/508/DMO Date: 27/04/2016 only in favor of “Guj Info Petro Limited” payable at Gandhinagar and shall be valid till 60 days beyond the bid validity period. Failure to furnish the above mentioned demand draft would result in rejection of the bid.

1.1 Reserve Rights of GIPL/RMC

GIPL/RMC may for any reasons; add / modify / amend / relax / cancel any terms / conditions / criteria of the tender document during any stage of the tendering process and such amendments shall be binding on all the bidders. GIPL/RMC at its own discretion reserves the right to reject any Proposal, modify or scrap the whole tender at any time, without assigning any reason or incurring any liability. To assist in the evaluation, comparison and an examination of bids, GIPL/RMC, may, at its sole discretion, ask the Bidder for a clarification of its bid including breakdown of unit rates etc. The request for clarification and the response shall be in writing. If the response to the clarification is not received within the prescribed timeframe, GIPL/RMC reserves the right to make own reasonable assumptions and take appropriate decision. GIPL/RMC reserves the right to modify/ change the dates of Bid opening / submission / technical presentation at its own discretion and these changes shall be binding on the bidders.

1.2 Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid must be precise, complete and in the prescribed format as per the

requirement of the bid document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. GIPL/RMC shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

1.3 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid. GIPL/RMC will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.4 Pre-Bid meeting

Pre-bid meeting should start as scheduled at RMC Office, Rajkot. A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, to the following e-mail id on or before **18/05/2017 up to 11:59 PM**. Email Id for submission of queries: projects@gipl.net, smgohil@rmc.gov.in. However, again the queries received during the scheduled pre-bid session will be addressed only & no queries before or after the pre-bid meeting session will be entertained.

Sr. No.	Clause/Section No.	Clause Title.	Page No	Content of RFP requiring clarification	Clarification Sought

2. Guidelines / Preparations of Bids

2.1 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 GIPL/RMC shall be written in English language only.

2.2 Qualification of the Bidder

Pre – qualification criteria — bidder has to upload all documents only on E-Tendering website <https://gipl.nprocure.com> and submit all supporting documents in a separate envelop along with Tender fee and EMD clearly describing “**E-Tender No: GIPL/RMC/FIBER/17-18/15 Technical Bid**” at the Office of Guj Info Petro Limited, 2ND Floor, Block No: 15, Udyog Bhavan, Sector - 11, Gandhinagar – 382011. The bidder shall submit an undertaking from the Bidder stating that the compliance with all the conditions and Technical Specifications of the RFP since no deviation will be acceptable to GIPL/RMC.

In case the Bidder fails to submit the entire relevant documentary evidences, his bid is liable for rejection by GIPL/RMC without assigning any reason thereof.

3. Overview of Evaluation Process

All evaluation will be carried out by GIPL on behalf of RMC as detailed below. The decision of GIPL/RMC at every stage will be final in this regard.

i) Preliminary Scrutiny

The technical proposals will be opened on the mentioned date in this Bid Document at GIPL's Office. The bidders not submitting tender fees & EMD or either one shall be straight away rejected for further tender evaluation. The qualified bidders will become eligible for pre-qualification criteria evaluation.

ii) Pre-qualification Criteria Scrutiny

The tenders who do not conform to meet any / partial / all the pre-qualification criteria mentioned in tender shall be straight away rejected. All eligible tenders will be considered for further evaluation.

iii) Evaluation of Technical bids

The Technical Bid will be examined on the basis of responsiveness to the Scope of work and other details as mentioned herein the document. The tenders do not meet any of the technical compliances & other conditions mentioned in the tender shall be straight away rejected. All eligible tenders will be considered for commercial bid evaluation.

iv) Evaluation of Commercial bids

The Commercial bids will be opened for the technically qualified bidders only. The technically qualified bidder who have quoted highest net present value of the royalty amount during the concession period shall be awarded the contract.

v) Final Negotiations & Award of Contract

After completion of the evaluation process, RMC/GIPL may enter into negotiations with H1 Bidder. RMC reserves the right to award the contract, based on initial offers received or otherwise, without discussion and without conducting any further negotiations. Further, the successful bidder may not reassign any award made as the result of this bid.

vi) Other evaluation & negotiations conditions:-

1. To facilitate evaluation of bids, GIPL/RMC, at its sole discretion, may seek clarification in writing from any bidder regarding the bid.
2. The technical bid shall be first checked for responsiveness with the requirements of the tender including the fulfillment of the eligibility criteria.

3. During the negotiation, the bidder must be prepared to furnish the detailed cost break up and other clarifications to the proposals submitted as may be required to adjust the reasonableness of proposals.
4. The changes agreed upon during the negotiation will then be reflected in the financial proposals using proposed unit rates.
5. If the negotiations failed, and if it is concluded that a contract with reasonable terms cannot be concluded with H1 bidder, then H2 bidder will be invited for negotiations. This process will be repeated until an agreed contract is concluded.
6. In the event of acceptance of the preferred bidder with or without negotiations, RMC shall declare the preferred bidder as the successful bidder and RMC will notify the successful bidder through LOI (Letter of Intent) by registered post / email / fax that its bid has been accepted. The Bidder shall acknowledge in writing, the receipt of the Letter of Intent and shall send his acceptance to enter into the Contract within fifteen (15) clear working days from the receipt of the Letter of Intent.
7. In case the successful bidder do not confirm the acceptance of the assignment within the stipulated time, the LOI issued stand cancelled and RMC has the right to engage the H2 bidder for the assignment and so on and so forth.
8. Notwithstanding anything contained in this tender, RMC reserves the right to accept or reject any proposal or to annul the bidding process or reject all proposals at any time without any liability or any obligation for such rejection or annulment without assigning any reasons thereof.

4. Documents Constituting the Bid

The bid prepared by the Bidder shall comprise of the following components. The bids not conforming to the requirements shall be summarily rejected.

i) Technical Bid

Technical Bid shall comprise Cover Letter, tender fees, EMD, Technical Proposal and other required documents such as brochures, product details etc. Refer **Annexure VIII 8.1** for the Technical Bid covering letter format. Please note that no price schedule shall be indicated / submitted in/ as a part of the Technical Bid. Bid along with price bid will be liable for rejection of entire bid without assigning any reason. The price bid shall only be quoted online at <https://gipl.nprocure.com>. The technical bid shall be submitted online at <https://gipl.nprocure.com> along with the physical bid submission and in case of any discrepancy, the bid submitted online will be considered final. The hard copy of the bid is for reference purposes only.

ii) Financial Bid

The bidder shall strictly adhere to the format of the Financial Bid as specified in **Annexure II** of the bid document. The Financial bid shall be submitted online only at <https://gipl.nprocure.com>. The financial bid submitted in any other form and format shall not be considered valid and is liable for rejection.

iii) Tender Fees

The bidders must submit, along with their Bids, **non-refundable tender fees of Rs. 10,000/- (Rupees Ten Thousand only)**, in the form of Demand Draft (DD) issued by a Nationalized Banks including IDBI Bank / Private Banks – Axis Bank, HDFC Bank & ICICI Bank only in favor of “Guj Info Petro Ltd” payable at Gandhinagar.

iv) Earnest Money Deposit (EMD)

The bidders must submit, along with their Bids, **refundable EMD of Rs. 25, 000, 00/- (Rupees twenty Five Lac Only)** in the form of Demand Draft (DD) or in the form of Bank guarantee issued by nationalized bank including IDBI Bank / Private Banks – Axis Bank, HDFC Bank & ICICI bank and other banks which is specified in **Finance Department GR. No.: EMD/10/2015/508/DMO Date: 27/04/2016** only in favor of “Guj Info Petro Limited” payable at Gandhinagar and shall be valid till 60 days beyond the bid validity period. The EMD shall be furnished in Indian Rupees (INR).

- **Refund of EMD to Unsuccessful Bidder**

Unsuccessful Bidder’s EMD shall be refunded without any interest within 60 days after the issuing LOI/Work order to the successful Bidder.

- **Refund of EMD to Successful Bidder**

The successful Bidder’s EMD without any interest will be refunded against the submission of Security Deposit by the Bidder on signing the Contract.

- **Forfeiture of EMD**

The EMD can be forfeited if a Bidder

- Withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form or Does not accept the correction or errors or

- **In case the successful Bidder fails**

- To sign the Contract within the specified time or
- To furnish Security Deposit within the specified time
- Acceptance of LOI within specified time limit

Earnest Money Deposit will be retained in the case of successful bidder and will not carry any interest. It will be dealt with as provided in the tender. EMD of successful bidder shall be refunded on submission of security deposit as per format and amount mentioned in this tender document. If required, GIPL/RMC may ask the successful bidder to extend the BG submitted as and when required till the LOI/work order issued by RMC. Failure of extending the bank guarantee shall make sufficient ground for considering bid as invalid. In such scenario, GIPL/RMC may proceed ahead with next successful bidder for finalization.

v) Undertaking

An undertaking from the Bidder stating the compliance with all the conditions and Technical Specifications of the Bidding Document will be required since no deviation will be acceptable to GIPL/RMC.

5. Bid Price

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

i. Prices in the Price Schedule

The Bidder shall quote price in clear terms. Price Break up shall be provided in the Format for Financial Bid described in **Annexure II**. The rates quoted shall be inclusive of Service Tax or any other taxes/cess/duty applicable as on bid submission date.

In the event of any increase or decrease of tax rates/ duty/cess subsequent to award of work, which results in change in Contract Value, the successful bidder shall be covered for any such variation, i.e. neither bear additional tax/ cess/ duty burden nor will be beneficiary of reduction in tax/ cess/ duty etc., subject to the production of documentary proof to the satisfaction of RMC to the extent which is attributable to such change as mentioned above.

ii. Fixed Price

Prices quoted by the Bidder shall be fixed and no variation will be allowed under any circumstances for the duration of the contract. No open-ended bid shall be entertained and the same is liable to be rejected straightway.

iii. Separation of Price Components

The price components furnished by the Bidder shall be solely for the purpose of facilitating the comparison of bids by GIPL and shall not in any way limit GIPL's right to contract on any of the items offered.

6. Period of Validity of Bids

Bids shall remain valid for **180 days** after the date of bid submission by the GIPL. GIPL/ RMC reserves the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. Bid validity may be extended by mutual agreement between RMC and bidders. In case the bid submission date is extended, the EMD shall be extended by bidder suitably as per the terms of the tender.

7. Format and Signing of Bid

i) Number of Copies of Bid

The Bidder shall submit **Technical Bid online only at <https://gipl.nprocure.com> and shall also submit two copies (one original and one duplicate) of technical bid in physical form** in sealed cover separately. No financial bid submission in physical form. In the event of any discrepancy between them, the original bid submitted online shall govern. The bid shall be submitted at the below address:

Guj Info Petro Limited

2ND Floor, Block No: 15, Udhog Bhavan, Sector – 11,
Gandhinagar – 382011.

ii) Authentication of Bid

The original and all copies of the Bid Document shall be type written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped **Power-of-Attorney** accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made. All the pages of the proposal should be serially numbered.

iii) Validation of interlineations in Bid

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

8. Sealing and Marking of Bids

i) Enclosing of Bid

The hard copy of the all the Technical Bid along with brochures / specifications / other documents shall be placed in sealed envelopes clearly marking **“Technical Bid”**. The Bidder shall submit the Technical Bids, Tender fees and EMD, sealed in separate covers, shall be placed in one big cover clearly marked as **“Selection of Concessionaire for Implementation of Digital High-Way Rajkot Project on PPP model.”**All the pages of the technical bid shall

be signed and stamped by the authorized signatory of the bidder except published materials such as brochures, product catalogues etc.

ii) Responsibility of Bidder

If the outer envelope is not sealed and marked as required, GIPL/RMC will assume no responsibility for the Bid's misplacement or premature opening.

iii) Rejection of Bid

Any condition put forth by the bidder non-conforming the bid requirements shall not be entertained at all and such bid shall be rejected. The Technical Bid and the Commercial Document shall be submitted in the prescribed format and uploaded online only through <https://gipl.nprocure.com> along with physical submission of technical & Pre-qualifications documents. Bids submitted by Telex, fax or email will not be entertained. Any bid not authenticated or not secured, will be rejected straightaway by GIPL/RMC without any further correspondence, as non-responsive. A bid that does not meet any / partial / all pre-qualification criteria or is not responsive or not fulfilling technical evaluation will be rejected by GIPL/ RMC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the Bidder.

9. Modification and Withdrawal of Bids

i) Written Notice

The Bidder may modify or withdraw its bid after the bid's submission provided that GIPL receives written notice of the modification or withdrawal before the expiration of deadline stipulated for submission of bids.

ii) Signing and Marking of Notice

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of tender. A duly signed withdrawal notice may also be sent by fax or post so as to reach the designated office before the expiration of deadline for submission of bids.

iii) Last Date for Notice

No bid shall be modified subsequent to the deadline for submission of bids. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval shall result in forfeiture of the bid security paid by the bidder.

10. Deadline for Submission of Bids

i) Last date for Submission

In the event of the specified date for the submission of physical Bid being declared a holiday for the GIPL, the physical Bid will be received up to the appointed time on the next working day.

ii) Extension for Last date for Submission

GIPL/RMC may, at own discretion; extend this deadline for submission of bids by amending the bid document, in which case all rights and obligations of the GIPL/RMC and Bidders who have submitted the bids shall remain same.

11. Late submission of physical bid

Any bid received after the deadline for submission of physical bid stipulated by the GIPL, shall be summarily rejected and returned unopened to the Bidder. GIPL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No correspondence for this shall be entertained.

12. Opening of Bids

i) Opening of Technical and Commercial Bids

GIPL will open all Technical Bids at GIPL's office in the presence of RMC officials along with bidders' representatives as per date mentioned in the tender document or subsequent corrigendum published if any. Commercial Bids will be opened at GIPL's office by GIPL in the presence of RMC officials along with technically qualified successful bidders' representatives as per informed date.

ii) Bids Not Considered For Evaluation

Bids that are rejected during the Preliminary / Pre – qualification / technical evaluation process shall not be considered for further evaluation irrespective of the circumstances.

13. Preliminary Examination

i) Completeness of Bids

All the necessary documents required for the bid submission should be strictly complied. No documents / papers that are found essential as a part of bid submission / evaluation shall be accepted after the bid submission closing time. If any required document is missing as a part of bid submission then that bid may be liable for rejection straightaway.

ii) Rectification of Errors

Arithmetical errors will be rectified on the following basis: -

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

- If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the supplier does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

14. Project Schedule

The successful bidder shall complete and implement the project within **12 Months** from the date of LOI. The implementation schedule specified in the LOI shall be strictly adhered. Thereafter concession period of 14 years shall start.

15. Project Management

Successful bidder shall nominate one technically qualified engineer as a Project Manager who will be single point of contact during the contract period.

16. Notification of Award

i) Notification to Bidder

The Bidder whose bid has been accepted shall be notified of the award by registered letter / E-mail / Fax by RMC. The Bidder shall acknowledge in writing, the receipt of the Letter of Intent and shall send his acceptance to enter into the Contract within fifteen (15) working days from the receipt of the Letter.

ii) Signing of Concession agreement

Pursuant from the date of acknowledgement of the Letter of Intent, the successful bidder and RMC shall promptly; sign the Concession agreement. This shall be subject to the furnishing of the Security deposit. The said agreement will be finalized by the RMC and shall be signed on all the pages by the person(s) duly authorized to bind the bidder to the contract. RMC shall have the right and authority to negotiate / add certain terms with the successful bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract & thereafter the bidder shall initiate the execution of the work as stipulated and specified in the agreement.

After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Concessionaire to execute the Concession Agreement within thirty (30) days of the issue of LOA. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

iii) Expenses for the agreement

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder. RMC shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

17. Security Deposit

Within fifteen (15) working days of the receipt of Letter of Intent (LOI) from the RMC, the successful Bidder shall deposit the Security Deposit **of Rs. 3.0 Crores** for a recurring period of every 3 years till contract completion of 15 years as per format mentioned Annexure VI for the due and faithful performance of the contract. The Security Deposit is to be submitted in the form of a Bank Guarantee or Demand Draft / Bankers' Cheque from the banks mentioned in the **Govt. GR No. EMD / 10 / 2015 / 508 / DMO dated 27.04.2016** is only acceptable which is drawn in favor of **"Rajkot Municipal Corporation (RMC)" Rajkot payable at Rajkot**. If the bidder fails to deposit this amount of Security Deposit within the stipulated time which shall include any extension granted by RMC at its own discretion, EMD submitted earlier by the successful Bidder will not be refunded. RMC shall reserve the right to cancel the Work order / Purchase order in such an event and forfeit the EMD and exercise its right to accept any other bid / tender which is considered suitable. The Security Deposit furnished by the bidder shall carry no interest. The EMD submitted earlier by the successful Bidder shall be refunded against the submission Security Deposit.

The Security Deposit shall remain at the entire disposal of RMC as the security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the Contract. RMC shall be at liberty to deduct and appropriate from the Security Deposit such losses, damages, penalties and dues as may be payable by the bidder under the contract and the amount by which the Security Deposit is reduced by such appropriation shall be made good by further deduction from the bidder's subsequent interim bills until the Security Deposit is restored to its full as limit as mentioned in clause above. **The successful bidder has to submit the first security deposit having validity of 51 months (12 Months of execution + 36 Months + 3 months of claim period) from the date of the submission. From 4th year onwards, on span of every 3 years, the successful bidder has to extend the same bank guarantee for next 39 months (36 Months + 3 months claim period) till the contract period completion.** On satisfactory performance and completion of the contract, in all respects, and upon return in good condition of any property belonging to RMC, the security Deposit shall be returned to the successful bidder after completion of the contract period.

If required, on intimation by RMC, the successful bidder has to extend the SD for the suggested time period as and when required & failure of the same will be treated as breach of the contract and enables RMC to take appropriate actions in this regard.

18. Annulment of Award

Failure of the successful Bidder to comply with pre-qualification criteria, evaluation and other terms and conditions set out in the Tender Document shall constitute sufficient ground for the annulment of the award of Contract and forfeiture of the security deposit, in which event RMC may make the award to the next lowest evaluated Bidder after negotiations.

19. Exit Management

19.1 Purpose

i. This clause sets out the provisions which shall apply on expiry or termination of the “Contract Agreement” on account of material breach by Concessionaire. In the case of termination of the Contract Agreement due to any illegal activity performed by the selected Concessionaire during/ as part of the activities related to the project, or due to material breach by the Concessionaire of Contract, Client shall have the right to, at its sole discretion, apply this clause.

ii. The Parties shall ensure that their respective associated entities, in case of the Client or its nominated agencies and any nominated agencies in case of the selected Concessionaire, carry out their respective obligations set out in this Exit Management Clause.

19.2 Transfer of Assets

This clause is valid till the date of expiry or notice of termination of the agreement after which the asset shall have to be transferred to Client.

- During this period, the Successful Concessionaire will transfer all the assets (fibres, active and passive network components) except 1 duct with Fibre in good working condition and as per the specifications of the bidding document including the ones being upgraded to the Client.
- The Successful Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry of concession period.
- For any material breach on the part of Concessionaire during the Project Implementation Phase and concession period, Client is entitled to provide notice in writing on the selected Concessionaire requiring the selected Concessionaire to provide

the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

Upon service of a notice as mentioned in point above, the following provisions shall apply:

- That on the expiry of this clause, the Successful Concessionaire and any individual assigned for the performance of the services under this clause must hand over all Confidential Information and all other related materials in its possession, including all the software and hardware supplied by selected Concessionaire under this clause to the department.
- As Concessionaire is supposed to provide 15 years of comprehensive maintenance of all the active and passive components including hardware/Software as detailed in RFP, Concessionaire must ensure that all the items are in working condition.

19.3 Cooperation and Provision of Information

During the exit management period:

- a) The Concessionaire shall permit Client or its nominated agencies access to information reasonably required to classify the current mode of operation related with the provision of the services to enable it to Client assess the existing services being delivered.
- b) In the event of there being a termination owing to material breach by Concessionaire, on quick request by Client or its nominated agencies, the selected Concessionaire shall provide access to and copies of all information held or controlled by it which it has prepared or maintained in accordance with the MSA (Master Service Agreement), the Project Implementation, the Operation and Management SLA and SoW (Scope of Work) relating to any material aspect of the services (whether provided by the selected Concessionaire). Client or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Concessionaire shall permit Client or its nominated agencies and/or any entity nominated by Client to have reasonable access to it employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Concessionaire and to support appropriate knowledge transfer.

19.4 Confidential Information, Security and Data

- The selected Concessionaire shall be quick on the commencement of the exit management period and supply to Client the following:
 - Information relating to the present services provided and customer satisfaction surveys.
 - Documentation pertaining to Project related data and confidential information.
 - All current and updated data as is needed for purposes of the Client or its nominated agencies for transitioning the services either to Client or the entity nominated by Client.
 - All other information (including but not limited to documents, records and agreements) relating to the services reasonably compulsory to enable Client or its nominated agencies, or to the entity nominated by Client to carry out due diligence in order to transition the provision of the Services to the Client or its nominated agencies, or to any entity nominated by Client (as the case may be).
- Before the exit management period expire, the selected Concessionaire shall deliver to Client or its nominated agencies all new or up-dated materials from the categories set out in point (i) above and shall not keep any copies thereof, except that the selected Concessionaire shall be permitted to keep one copy of such materials for archival purposes only.
- Before the exit management period expire, unless otherwise provided under the MSA, Client or its nominated agencies shall deliver to the selected Concessionaire all forms of selected Concessionaire confidential Data which is in the possession or control of Client or its nominated agencies or during the exit management period In any time, the selected Concessionaire shall, subject to applicable laws, restraints and regulations(including in particular those relating to privacy) provide to Client or its nominated agencies a list of all employees (with job titles) of the selected Concessionaire dedicated to providing the services at the beginning of the exit management period; its users.

19.5 Employees

- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the selected Concessionaire to the department or its nominees, or an entity nominated by Client applies to any or all of the employees of the selected Concessionaire, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- To the extent that any Transfer Regulation does not apply to any employee of the selected Concessionaire or its nominated agencies or its entity nominated by Client may make an offer of employment or contract for services to such employee of the selected Concessionaire and the selected Concessionaire shall not enforce or impose any

contractual provision that would prevent any such employee from being hired by the Client or its nominated agencies or any Replacement Concessionaire.

19.6 Transfer of Certain Agreements

On request by the Client or its nominated agencies, the selected Concessionaire shall effect such assignments, transfers, novation, licenses and sub-licenses in favor of Client or its nominated agencies, or its entity nominated by Client in relation to any equipment lease, maintenance or service provision agreement between selected Concessionaire and third party lessors, Concessionaires or Concessionaire, and which are related to the services and reasonably necessary for the carrying out of replacement Concessionaire.

19.7 Right of Access to Premises

- At any time during the exit management period, where Assets are located at the selected Concessionaire's premises, the selected Concessionaire shall be obliged to give full rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to Client or its nominated agencies, and/or any entity nominated by Client in order to inventory the assets or Assets.
- The selected Concessionaire shall also give the Client or its nominated agencies, or any entity nominated by Client right of reasonable access to the selected Concessionaire's premises and shall procure the department or its nominated agencies and any entity nominated by Client rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to Client or its nominated agencies, or a Replacement Concessionaire.

19.8 General Obligations of the Selected Concessionaire

- The selected Concessionaire shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Client or its nominated agencies or any entity nominated by the Client and which the selected Concessionaire has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any selected Concessionaire or associated entity is deemed to be in the possession or control of the selected Concessionaire.
- The selected Concessionaire shall commit adequate resources to comply with its obligations under this Exit Management Clause.

19.9 Exit Management Plan

The Successful Concessionaire shall provide the Client or its nominated agencies with recommended exit management plan ("Exit Management Plan") which shall deal with MSA as

a whole and in relation to the Project Implementation, the Operation and Management, SLA and SOWs.

RMC have the rights to audit the equipment before the exit process to check the conditions of all the components, hardware, software and other devices. Concessionaire will rectify/ replace the non-working components.

19.10 End of Support

While handling over the completely working and functional network and systems, Concessionaire must ensure that OEM of all hardware/software/ equipment are contractually bound to provide support for repair/replacement/availability of its spare parts for further five years (post concession period) .It shall be part of exit plan to submit letter from OEMs in this regard.

20. TAXES & DUTIES

- The bidder shall bear and pay all taxes, duties, levies, cess and charges assessed on the Bidder, its successful bidder or their employees by all municipal, state or national government authorities in connection with the contract in and outside of the country where the site is located and no adjustment or variation will be allowed for changes thereof.
- For the payment of taxes as specified in the price bid, the bidder shall be required to charge taxes at the rate applicable from time to time.
- For the purpose of the Contract, it is agreed that the Contract Price specified in Concession Agreement is based on the taxes, duties, levies and charges prevailing on the date of bid submission in India and Gujarat where the site is located (unless otherwise revised by mutual consent).
- The Contract Price shall be deemed to be firm and valid for the entire duration of the Contract till the completion of scope of work under this Contract unless specifically allowed under contract.
- The Contract Price may be varied due to situations giving rise to change in Tax Law arising between the date of bid submission and the contractual date of supply of the Goods and/or performance of the Services under the contract. The Indirect Taxes that shall be considered for Change in Tax Law shall be limited to the following taxes leviable on the direct transaction between the Successful bidder and the Owner unless specified otherwise:
 - Central Sales Tax/VAT
 - Service Tax
- Further, such variation shall be made only in respect of taxes (both nature and quantum) originally factored by the bidder in their initial bid offer, unless the tax sought to be recovered is a new tax arising on account of Change in Tax Law which was not in force on the date of bid submission.

- No variation shall be allowed on account of any taxes applicable outside India.
- The Bidder shall issue proper invoice as stipulated under the service tax legislation and such other legislations as may be relevant from time to time.
- Each party hereto, agrees to indemnify and keep indemnified and saved harmless at all times the other party against any loss, cost, expenses or damage suffered or incurred by it, by reason of its failure to pay taxes, duties, etc. which it is obliged to pay pursuant to the provisions of this clause and/ or arising out of its failure to comply with its obligations under this clause.
- Tax deductions at source will be made by the RMC on payments made to the Bidder, as per the applicable Central and State laws.
- Form - C shall not be issued by the RMC.
- All payments to the Bidder shall be subject to applicable withholding (whether applicable as of the date of this Contract or imposed /required by any municipal, local, state or national government authorities or any other Government Instrumentality at any time during the subsistence of the Contract) or statutory deductions as required in respect of income tax as well as any other Taxes (including but not limited to Building and Other Construction Workers' Welfare Cess). The RMC shall issue necessary tax deduction / withholding certificates to the Bidder. If the Bidder obtains appropriate lower withholding orders (as per RMC's satisfaction), withholding may be carried out at such lower rates.
- The risk of all tax positions taken by Bidder shall be borne solely by the Bidder.

Liquidated damages

- A.** The bidder acknowledges that time is the essence of the Contract and in case of any delay in completion of the project by the successful bidder end; the said delay shall cause substantial damage to owner. The bidder hereby agrees without prejudice to any other right or remedy available to the Owner under the Contract to pay liquidated damages at rates mentioned herein.

Bidder and owner agrees that the amount fixed as liquidated damages herein are reasonable and are a genuine pre-estimate of the minimum loss and damage that the Owner would suffer due to delay in completion by the successful bidder end and the Bidder shall not question the rate of liquidated damages in court of law or raise any question otherwise.

Bidder guarantees that it will complete the Project within the time specified in **Clause 14 Project Schedule** or within such extended time as specified by the Owner. Failure to achieve Completion of the Project as per time schedule shall lead to application of liquidated damages @ 1% of the Total Contract Price per week or part there of subject to a maximum of 10% of the Total Contract Price. Once the Maximum is reached, the Owner shall have the right to terminate the Contract, pursuant to **Clause 25**

Termination of Contract without prejudice to its rights for claiming further general damages under the law. However, the payment of liquidated damages shall not in any way relieve the successful bidder from any of its obligations, duties, and responsibilities to complete the facilities or from any other obligations and liabilities of the successful bidder under the Contract”.

21. Service Level Agreement

The project envisages measurement of following SLA under the defined threshold levels in order to maintain quality service delivery. While defining the SLA following key parameters are considered:

Sr.	Parameters	Measurement
A	Network & Equipment Reliability	1. Mean time to repair (MTTR)
		2. Availability (Network and Equipment)
Sr.	Parameters	Measurement
B	Service Reliability	1. QoS performance indices like packets loss, delay & jitter

Indicative SLAs in each category to be measured are as below:

A. Network & Equipment Reliability

SLA Category	Definition	SLA
Equipment Availability (EA)	EA for month (%) = [Total minutes in a month –Planned network downtime – Total down time(min) in a month]*100/[Total minutes in a month]	>=99.99%
Network Availability (NA)	NA for month (%) = [Total time (min) in a month] –[Planned network downtime] – [Total down time(min) in a month]	>=99.99%
Mean Time To Repair (MTTR)	Fiber failure	<= 6 hrs per reported fiber failure
	Network failure (Non-Fiber failure)	<= 30 mins

B. Service Reliability

SLA Category	Definition	SLA
Unidirectional Delay/Latency	Quality of service agreed upon for Network uptime and bandwidth	<= 20 ms – 40ms
Packet loss		
	Quality of service agreed upon for Network uptime and bandwidth	<= 0.1% - 1%

Jitter	Quality of service agreed upon for Network uptime and bandwidth	<= 20 ms – 40ms
WiFi Availability through Access	Downtime = Non Availability / working of Aps at all locations	Up to >= 99.5% uptime in quarter
Points (AP)	Uptime% = {1- [No of AP hours not available/(Total APs * Total hours in a quarter)]}*100	

22. Proposed Business Model

It is proposed to implement this project under Public Private Partnership between RMC and selected bidder. The table below shows the broad role & responsibility of RMC and PPP Partner (SI) organization:

No	Component	Responsibility
	Passive Component	
	Optical Fiber Cable (OFC) & Closure Protection	SI
	Ducts, DWC & Rope Handhole	SI
	FDU & FDB Racks & Cabinets	SI
	Shelter for PoPs	SI
	Patch Cords	SI
	Miscellaneous	SI
	ROW	RMC
B	Services	
	Survey, Drawing & Liaoning	SI
	Open Trenching	SI
	HDD including Duct pulling	SI
	Debris Clearance	SI
	Pulling/back pulling of OFC 24F/96F in HDPE Duct	SI
	Laying of 40/33mm HDPE duct	SI
	Laying / pulling / blowing of nylon rope 6mm diameter	SI
	Installation of Hand hole	SI
	Restoration of Trench	SI
	OFC termination, splicing & Testing (loose tube cable)	SI

	OFC Protection	SI
	Shelter, UPS & Accessories	SI
	FDB	SI
	Racks	SI
	Miscellaneous	SI
C	Active Components	SI

Note: The above table is indicative in nature. RMC shall invest for the components marked against it. RMC may ask the SI to execute the same or may get it executed from third party.

23. Revenue Model for SI

It is proposed that selected bidder will monetize the network. Various Revenue streams proposed are as below:

- Lease of Dark Fiber (Create Telecom Corridor)
- Wholesale Bandwidth Sale
- Triple Play Services (Data, Voice & Video) to Household
- Broadband Services to Corporate / Business
- Renting any additional / spare duct
- SI shall setup 4 duct with color code out of which 1 shall exclusively used by RMC and balance 3 can be used by Concessionaire during the concession period. After completion of concession period, ownership of all the equipments and ducts with fibre (except 1 duct with Fiber for the dedicated use of SI) shall be transferred to RMC.

24. Suspension

RMC may, by written notice to the successful bidder, if failed to perform any of its obligations under this Contract including carrying out of the services, provided that such notice of suspension

- (a) Shall specify the nature of failure.
- (b) Shall request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt of such notice of failure.

25. Termination of Contract

25.1 Termination for Default

Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the RMC against the successful bidder or otherwise (including the right of the RMC to claim compensation for delay of the works) RMC shall be entitled to terminate the contract by written notice at any time during currency on or after the occurrence of any one or more of the following events / contingencies, without paying any compensation in lieu thereof, namely:

Default or failure by the successful bidder of any of the obligations of the successful bidder under contract, including but not limited to:

- ❖ Management reserves the right to terminate the contract and / or get the balance work completed at the risk and cost of the successful bidder.
- ❖ Negligence in carrying out the works and not following the RMC instructions for execution of work or carrying out any work found to be unsatisfactory by RMC.
- ❖ Abandonment of the works or any part thereof.
- ❖ Substantial suspension of the works or any part thereof for a period of 30 days or more without the authority of the RMC representative.
- ❖ Breach of any of the terms, conditions or provisions of the Project on the part of successful bidder.
- ❖ If the successful bidder is/are incapable of carrying out the work and / or failure to achieve the laid down targets.
- ❖ If there is any change in the constitution of the successful bidder, or in the circumstances or organization of the successful bidder, which is detrimental to the interests of the RMC.
- ❖ Distress, execution or other legal process being levied on or upon any of the successful bidder's goods and assets;
- ❖ If the Successful bidder or any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission ,gratification or other inducement (whether money or in any other form) to any employee or agent of the RMC.
- ❖ If the Successful bidder shall assign or attempt to assign his interest or any part thereof in the contract without RMC's prior consent in writing.

The notice of termination shall set forth in addition to a statement of the reason or reasons for terminating of the contract, the time(s) and place(s) for conducting a survey and measurement of the work performed under the contract up to the date of termination for the purpose of determining the final amount(s) if due to the successful bidder therefore. The reason (s) for the termination stated in notice of termination shall be final and binding upon the successful bidder.

25.2 Termination for Insolvency, Dissolution etc

RMC shall at any time terminate the contract by giving written notice to the successful bidder without compensation to the successful Bidder, if the successful bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination shall not prejudice or effect any right of action or remedy which has accrued thereafter to the RMC.

25.3 No Claim Certificate

The successful bidder shall not be entitled to make any claim, whatsoever, against RMC under or by virtue of or arising out of this contract nor shall the RMC entertain or consider any such claim after successful bidder shall have signed a “no claim” certificate in favor of the RMC in such forms as shall be required by the RMC after the works are finally accepted.

26. Rights to Data

RMC shall retain all right, title and interest in and to any and all data, entered or generated by the successful bidder for RMC pursuant to this agreement and any modifications thereto or works derived there from.

27. Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of client and successful bidder or of principal and agent as between RMC and successful bidder. The successful bidder subject to this contract has complete charge of personnel, if any, performing the services under this Project from time to time. The successful bidder shall be fully responsible for the services performed by them or on their behalf hereunder.

28. Standards of Performance

The party awarded with the contract shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The party shall always act in respect of any matter relating to this contract as faithful advisor to RMC and shall always support and safeguard the legitimate interests of RMC, in any dealings with the third party. The awarded party shall abide by all the provisions / Acts / Rules etc. of compliance prevalent in the country. The bidder shall conform to the standards laid down in Bid Document in totality.

29. Delivery and Documents

The Bidder shall submit all the deliverables on due date as per schedule. In case of termination of the Contract, the entire document used by successful bidder in the execution of project shall become property of RMC.

30. Confidentiality

The successful bidder and its personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the RMC's business or operations without the prior written consent of RMC.

39. Governing Law, Jurisdiction and Arbitration

The contract shall be governed in accordance with the laws of India. Any dispute between the parties arising out of the Contract shall be referred for determination by arbitration as prescribed in the Arbitration & Conciliation Act, 1996 as amended from time to time. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by RMC. The Arbitration shall be conducted in English language and the venue of the arbitration shall be Rajkot, Gujarat. Subject to the arbitration agreement as mentioned above, the Parties submit to exclusive jurisdiction of courts at Rajkot in relation to any matter arising out of this Agreement.

31. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing.

32. Miscellaneous

- All intermediate products and end product of the work assignment carried out by the successful bidder, in any form, will be the sole property of RMC.
- In the event the successful bidder's Company or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with RMC shall be transferred and vested in the new company.
- The successful bidder has to submit the certificate to the effect that Company's Director / Individual is not related to any Employees working in the RMC.

33. Force Majeure

Force Majeure means such of the following factors which substantially affect the performance of the contract such as natural phenomena, including but not limited to floods, draughts, earthquakes and Epidemics; acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes; illegal strikes and legal lockouts in respect of scope of work provided;

Either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes. The successful bidder shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and / or defined above.

However if such an event lasts for a period of 90 days or more then either party shall have an option to terminate this Agreement forthwith without any liability after intimating the other party of the same. The successful bidder shall however be entitled to receive payments for all the services rendered by it under this Agreement prior to termination of contract.

34. Inspection

The successful bidder shall:

- Facilitate the GIPL/RMC or its nominated/delegated authority to inspect, supervise assess including without limitation to Revenue Authorities and Certifying Authorities, the System installed at the premises and other arrangements to ensure the effectiveness, after giving prior notice of 7 days in writing or by way of surprise check. If any malfunctioning or deficient operation is reported and GIPL/RMC or State Government or any nominated / delegated authority is of opinion to correct the same then the successful bidder has to do the needful without any other cost implementation as per guidelines provided.
- Facilitate and provide all assistance to GIPL/RMC or its nominated/delegated authorities.
- Allow at successful bidder's cost and facilitate examination by GIPL/RMC or its nominated / delegated authority the operations pertaining to the System at intervals as mutually decided between RMC and the successful bidder.

35. Fraud and Corruption

In pursuit (pursuance) of this policy, RMC,

- i. Defines, for the purposes of this provision, the terms set forth as follows:
 - a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of RMC or its official by any personnel of Bidder in procurement process or in contract execution.
 - b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the detriment of RMC, and includes collusive practices among the bidders (prior to or after Proposal submission) designed to establish bids at artificially high or non-competitive levels and to deprive the RMC, of the benefits of free and open competition;
 - c. "Unfair trade practices" means supply of goods or services different from what is ordered on.
 - d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- ii. RMC will reject a proposal for award or terminate the contract, if it determines that the bidder recommended for award has engaged in corrupt, fraudulent, unfair trade practices or coercive practices.
- iii. RMC shall declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt,

fraudulent, unfair trade and coercive practices in competing for or in executing, the contract and will terminate the contract.

36. Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. RMC, however, shall have the discretion to choose to enter into any price negotiations or not. GIPL/RMC will not bound to accept any or the lowest tender in any case.

37. Award of Contract

GIPL/RMC reserves the right to accept or reject any bid and to annual the bidding process and reject all bids at any time before the contract award, without thereby incurring any liability to the affected Bidder or Bidders.

38. Contact Details

All inquiries concerning this procurement shall to be addressed to the following:

Guj Info Petro Limited (GIPL)

2rd Floor, Block No: 15, Udyog Bhavan, Sector – 11, Gandhinagar – 382011.

E-mail: projects@gipl.net

Prospective Bidders are specifically directed NOT to contact any other person apart from the one mentioned above in this Bid Document for meetings, conferences or technical discussions that are related to the Bid Document. Unauthorized contact shall be caused for immediate rejection of the Bidder's Bid Document response. Substantive questions shall be dealt with in writing.

39. Intellectual Property Rights and Rights to Integrated Application System

RMC shall retain all right, title and interest in and to any and all software, firmware and hardware designed and developed for RMC by the successful bidder pursuant to this agreement and any modifications thereto or works derived there from : The successful bidder shall have no right, title or interest in or to such designs, programs, modifications for any purpose except the right to use, modify, enhance and operate such designs, programs, modifications in order to perform services hereunder, and as may be expressly set forth herein or in a separate written agreement executed between the parties.

The terms software, software programs and programs shall include specifications, documentation, technical information, all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to RMC by the successful bidder pursuant to this agreement. The terms firmware and hardware shall include the designs, drawings, specifications, custom designed electronic devices, documentation and technical information,

all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to RMC by the successful bidder pursuant to this agreement.

40. Insurance

i) General

The successful bidder shall at his own expense arrange, secure and maintain with reputable insurance companies to the satisfaction of the owner as follows. The Bidder at its cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works progress from time to time and the interest of the Owner against all risks as detailed herein. The form and other limit of such insurance as defined herein together with the under works thereof in each case shall be as acceptable to the Owner. However, the responsibilities to maintain adequate insurance coverage by the successful bidder till the date of contract completion. The Bidder's failure to maintain adequate insurance coverage shall not relieve of any of his responsibilities and obligations under this contract. All costs on account of insurance liabilities covered under contract shall be Bidder's account and shall be included in the contract price.

ii) Compliance of Labor / Employee related Acts:

The successful bidder shall be liable to adhere strictly all rules & regulations related to employees / Labor laws such as Provident Fund, Employee State Insurance, and Professional Tax etc.

iii) Any other insurance

The successful bidder shall also carry any and all other insurance, which he may be required under any law or regulation from time to time without any extra cost to the RMC.

iv) Accident or injury to workmen

RMC shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequences of any accident or injury to any workmen or other person engaged by the successful bidder or Technology Partner or any sub-Bidder or Technology Partner.

v) Transit insurance

In respect of all items are to be transported by the successful bidder to the site of work, the cost of transit insurance shall be borne by the successful bidder and the quoted price shall be inclusive of this cost.

41. Third Party Inspection

The successful bidder shall facilitate at its own cost, GIPL/RMC or its nominated / delegated authority to inspect, supervise, and assess all the equipment installed at the premises and other infrastructure arrangements.

42. Confidential Policy

The successful bidder has to follow all the rules and regulations of the guidelines and has to follow strictly to all the rules and privacy. Some of the guidelines are as follows, however it is not limiting to the same. Successful bidder has to contact the RMC authority and get all the guidelines to carry out the work in the RMC premises.

1. All paper works prepared to this project are very confidential property of RMC authority. If required Successful bidder has to submit the privacy agreement with the client in their format. All the responsibility lies with the successful bidder of the privacy of the documents handed over to him for execution.
2. The staff of the successful bidder should not involve with any activity related to RMC or the prisons. If there is any such incident occurs in the RMC due to this, the entire responsibility lies with the successful bidder only.
3. No activity is allowed in the RMC by any staff of the successful bidder that affects to the RMC security and peace.

43. Limitation of Liability

The successful bidder's total liability to RMC over the period of the Agreement arising out of or in connection with the Agreement whether such liability arises from any claim based upon contract, warranty, tort or otherwise, shall in no case exceed 100% of the actual amount to the paid to successful bidder under the Agreement. In no event shall successful bidder be liable for any incidental damages, consequential damages, special damages, indirect damages, loss of profits, loss of revenues, or loss of use, these limitations and exclusions will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise. The successful bidder's liability under the Contract will (including in respect of any indemnity) be reduced to the extent to which RMC or a third party (not engaged by Bidder) has caused or contributed to such liability.

44. Data Security

Successful bidder and its team have to maintain the confidentiality and security of data in true spirit. In no case, breach in security of data will be acceptable. Violation of this clause may lead to severe penalties, maximum up to termination of involved agency as decided client. In this regard, successful bidder has to comply with the following.

45. Non-Disclosure Agreement

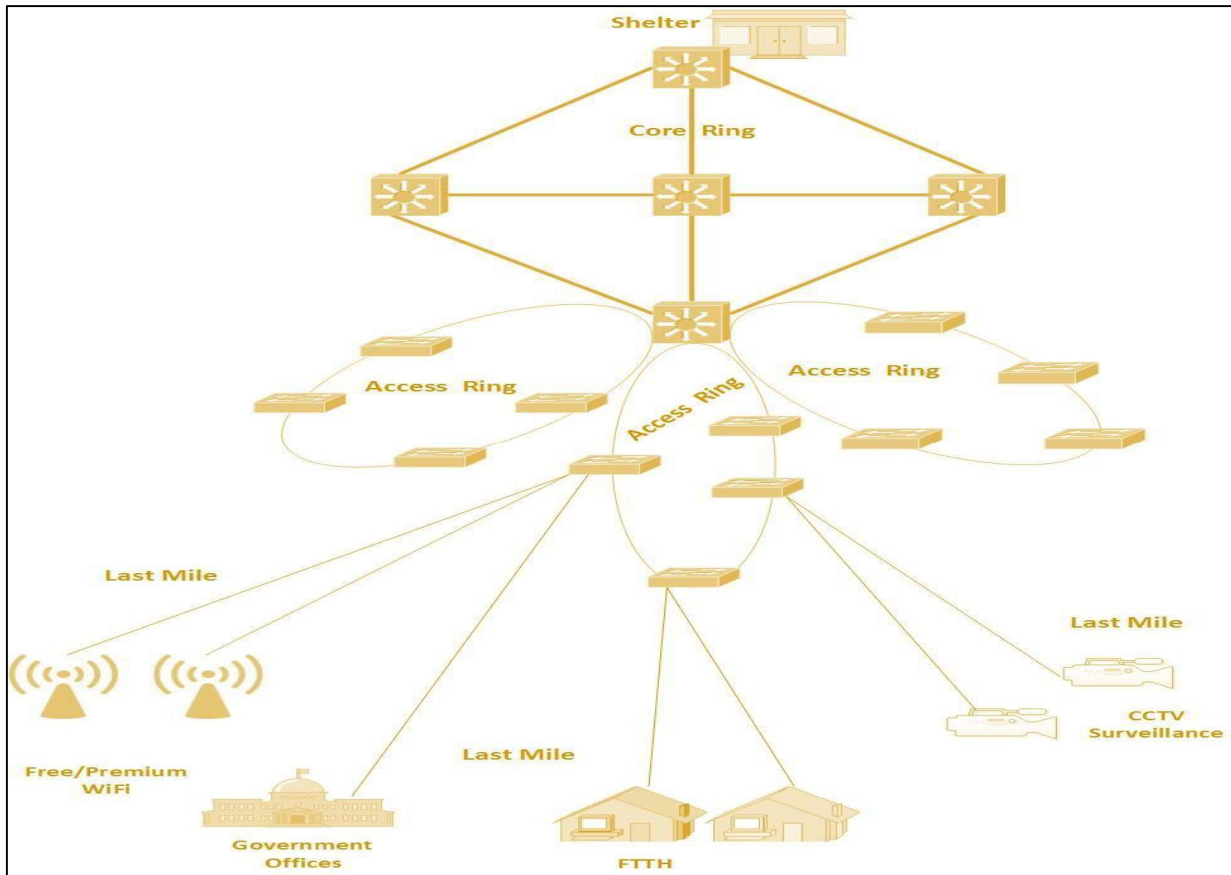
If required by RMC, successful bidder needs to sign Non-Disclosure Agreement (NDA) with RMC. It will be successful bidder's responsibility to get this agreement signed along with contract agreement. The format of Draft NDA will be issued to the successful bidder later by RMC.

SECTION 3: SCOPE OF WORK

THE SCOPE:

The “Digital Highway Rajkot” is an attempt to create the Digital Government with the focus to provide enhanced citizen experience through improved connectivity across the city. RMC desires to leverage this network to provide citywide Fiber to the Home (FTTH) connectivity which will be useful in providing high bandwidth connectivity, meeting the present and future requirements. It will also help in bridging digital divide by enabling Internet access to all section of society.

To provide services in an uninterrupted and in effective manner a robust network is to be deployed across the Rajkot City. This network must be scalable to meet all the network requirements for services envisaged currently, and in future. The scope of work includes design, procurement, supply, installation, commissioning and O&M of a city wide Optical Fiber network with the associated active, passive components, civil, mechanical and power. The diagram below represents the high level network architecture diagram of proposed Fiber Optic Network in Rajkot City.



I. Laying of Underground fiber

Estimated length of underground fiber to be laid across the City for creating the backbone is estimated to be around 250 KM. This would comprise Core Ring and multiple Access Rings. Please refer **Annexure VII** for list of locations identified to be included as part of the scope of the project.

II. Creation of PoP at identified locations

As a part of project implementation, **Point of Presence (PoP)** would be created in the city. The objectives of the PoPs would be to enable the customers to have easy access to the network. These PoPs shall be created at locations identified by RMC. It is envisaged that the following would form part of PoP infrastructure –

1. Passive fiber termination equipment
2. Electronics equipment and related infrastructure
3. Power provisioning including backup power
4. Access Control and security through Surveillance

III. Intracity Leased Line

Project scope includes Design & Setup of Intracity Point to Point / Multipoint Lease line Connectivity. The List of Locations Provided by RMC which Includes Surveillance Points, RMC Offices, Parks, RMC Schools Etc...

IV. Central Infrastructure

Central IT infrastructure will be required to centrally monitor, control and manage the city wide network. This comprises establishment of Network Operations Centre (or using third party NOC as shared service), development and deployment of Operations Support System and Business Support Systems. The NOC of System Integrator may be utilized for administration, management, controlling and monitoring the network.

V. Marketing & Retailing services

Project is envisaged with a vision to boost the digital inclusion within the city. Thus, the project scope includes the marketing of various services like Triple play, Lease line, FTTH etc. through partners by utilizing the fiber backbone created under this project.

VI. Operation and Maintenance (O&M)

Project scope includes O&M for the period of 15 years. O&M would entail undertaking all activities to ensure uptime of the network as per agreed SLAs defined. This shall also apply to the entire supporting infrastructure such as NOC, NMS etc. The O&M shall also entail ensuring timely upgrade of infrastructure (Passive) to meet the changing demand scenarios.

VII. Proposed Timelines

It is proposed to implement the project in connecting all RMC locations within **9 months of project award**. Based on demand, it is also envisaged that network will be used for various other services like FTTH, Triple play etc. on RMC Backbone.

As part of RFP response, bidders are required to submit the Project implementation plan covering 9 months of implementation followed by O&M phase.

VIII. Business Model

1. Under this RFP Successful Bidder will
 - a. SI can setup maximum 4 duct with color code (1 - RMC, 1 – SI, balance 2 ducts shall be owned by RMC however SI can use it for commercial purpose during the Concession Period). The total contract period shall be 15 years (1 year of implementation + 14 years of concession period).
2. SI shall provide 48 core fibre in the RMC Duct. In Other ducts, SI is free to lay upto 96 core fibre. The O&M of all Ducts & OFCs shall be in the Scope of Bidder.

Scope of Fiber Laying:

- The workmanship is the key criteria in this implementation and required through inspection by TPA for all specific stage of implementations
- All details for the fiber cable laying must be documented and plotted on GIS platform / Google Earth with all landmark details as well.
- Fiber optic cable must be from well-known and standard Indian or MNC with all considerations for the distance, tensile load, bend radius etc.
- The FAT of fiber cable laying be based on the ANSI/TIA/EIA-526-14A guidelines with all latest equipment like OTDR,VFL and OLTS, the test report must be submitted to concerns with all details on FAT.
- The outdoor fiber cable layed by bidder should be tamper proof and invisible / through proper HDPE / GI Pipe protection at the Pop-up junction to avoid any damage and thus connectivity loss.
- Bidder must take proper indicative measures and sign board / signalling in place to avoid any accidental fiber cable cut by any worker / vendor / utility provider
- All junctions created in fiber cable laying must have at least 5 – 6 mtr buffer cable for ease of maintenance.
- All junctions created must have enough space to accommodate existing demand as well as future demand considering 75% of growth in existing work
- In building cable work which may required if any are subjected to prior approval and the site survey along with submittal of all implementation details to all concerns.

Safety Precautions:

The bidder must take appropriate safety precautions for fiber optic cable laying like

- When installed on a live system, invisible laser radiation may be present. Do not stare into connector end face or view directly with optical instruments.
- Wear safety glasses when working with optical fiber.
- Dispose of all scrap fibers to avoid getting fiber slivers.
- Damages to existing underground utility like drainage, Gas & water supply pipes, electrical cables, telecom cables etc.
- Proper sign boards and signalling must be in place during the work execution

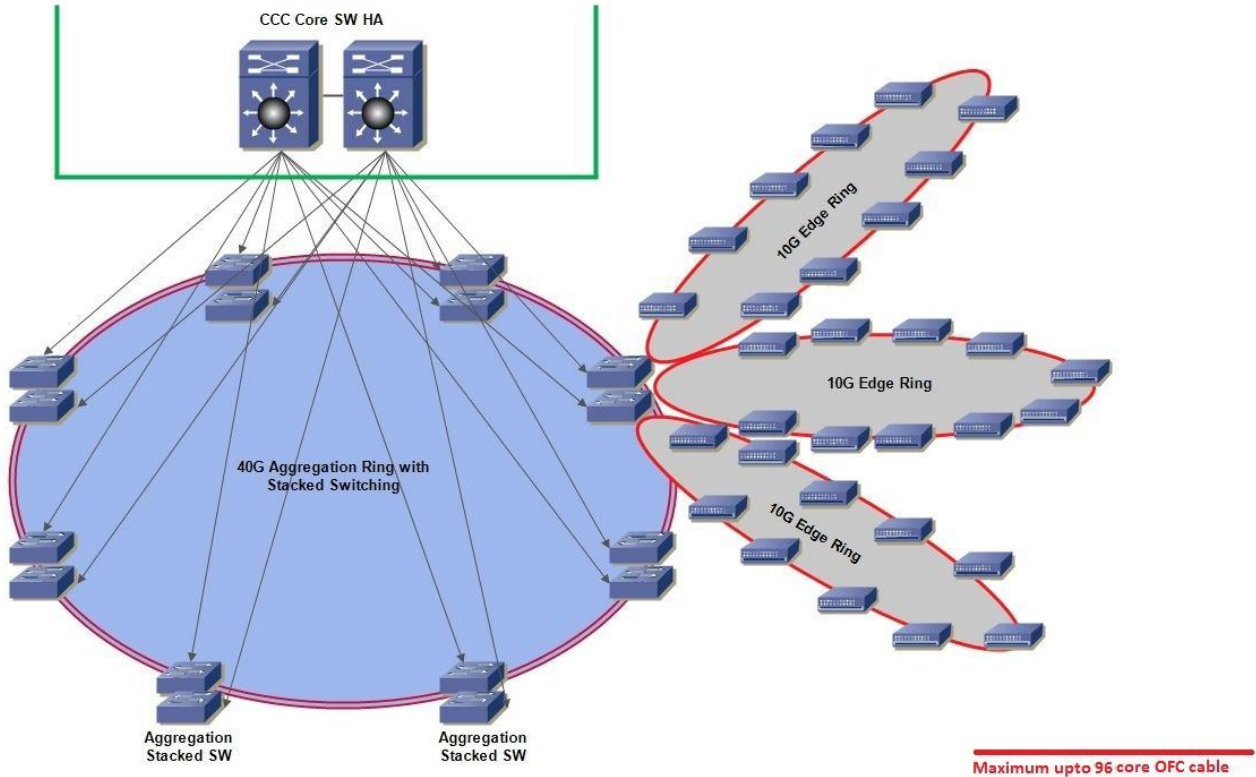
ANNEXURE I: TECHNICAL SPECIFICATIONS

Minimum Activities for Network Implementation

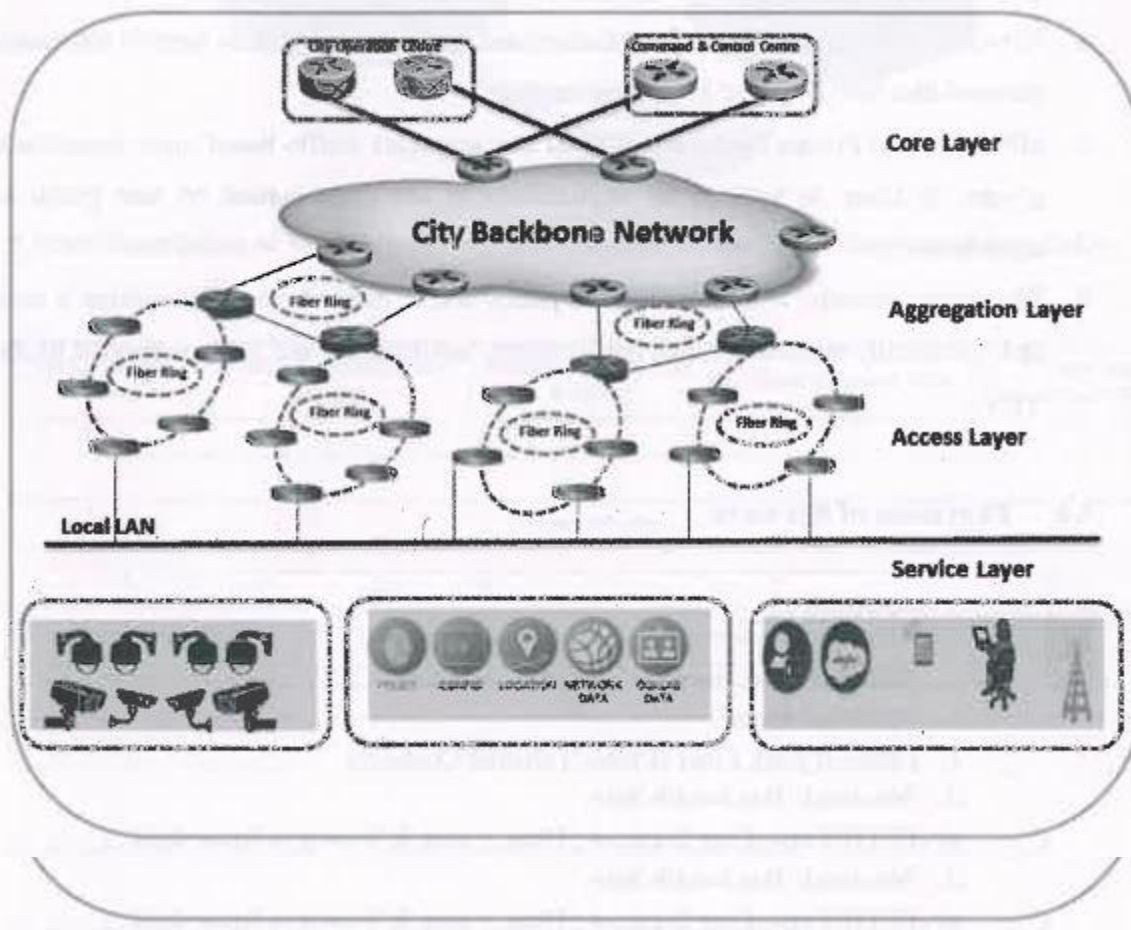
Sr. No.	Description of Activities
1	Trenching, HDD
1.1	Open Trenching
1.1.1	Trenching including all surface cutting & backfilling in all types of soil including normal soil, soft soil, soft rock- Depth upto 1.2m & upto 0.5 m width and if any pit restoration Scope also includes normal dewatering, barricading laying of 100mm RCC full round/half round pipe, 110mm DWC pipe, 100mm GI Pipe, warning tape including duct integrity test all complete.
1.1.2	trenching in Hard Rock or Cutting of reinforced concrete by blasting or chiseling and drilling. Scope also includes backfilling all types of soil, normal dewatering, barricading laying of 100mm RCC full round/half round pipe, 110mm DWC pipe, 100mm GI Pipe, warning tape including duct integrity test all complete.
1.1.3	Shallow trench for inside premise work with depth of 0.6 Mtr
1.2	HDD including duct pulling
1.2.1	Upto 4 ducts of 40mm dia or equivalent including duct pulling and duct integrity test all complete.
2	Debris Clearance
2.1	Debris Clearance (disposal of material by trolley/truck including loading & unloading) upto municipal dumping ground
3	Duct laying and Cable blowing/pulling
3.1	Laying of 40/33mm HDPE duct
3.2	Pulling of OFC 12F/48F/96F in 40mm HDPE Duct
3.3	Laying / pulling / blowing of nylon rope 6mm dia
4	Installation of cast in situ handhole for OFC and Route marker
4.1	Placing of Single Lid Hand Holes cast-in-situ with size 1M (L)*1M(W)*1.2M(D), scope includes transportation, loading, unloading & excavation of pit for the hand-holes at an interval of every 200 Mtrs or wherever applicable for city limit, continuity of armour (in case of armour cable), PCC of 100 MM below handhole.
4.2	Supply, Transportation & Installation of Route Marker
5	OFC termination, splicing & Testing (loose tube cable)
5.1	96 core Fiber splicing / termination with testing
5.2	Installation, termination & commissioning of 96F / 24F FDP (along with testing tool and installation Kit)
5.3	Mid-span splicing for last mile connectivity of locations.
6	O.F. Cable Protection
6.1	Concrete envelop for protection (thickness = 15 cm)

7	Misc
7.1	Laying of PVC pipe and flexible corrugated pipe (OD = 25 mm) along walls with accessories and consumables.

Rajkot OFC Diagram



Ring Network /Mesh network Topology Diagram



Make and Model List

Sr. No.	Name of the Item	Make	Model	Page no. of Physical Bid for Supporting Document
1				
2				
3				
4				
5				
6				

Please add additional lines if required.

ANNEXURE II: COMMERCIAL BID (Prices in Indian Rupees – INR)

Sr. No	Description	Royalty Payment to RMC	PV Multiplication	NPV
		A	B	C=A*B
1	Year- 1		1.000	-
2	Year- 2		0.917	-
3	Year- 3		0.842	-
4	Year- 4		0.772	-
5	Year- 5		0.708	-
6	Year- 6		0.650	-
7	Year- 7		0.596	-
8	Year- 8		0.547	-
9	Year- 9		0.502	-
10	Year- 10		0.460	-
11	Year- 11		0.422	-
12	Year- 12		0.388	-
13	Year- 13		0.356	-
14	Year- 14		0.326	-
15	Year- 15		0.299	-
Total Present Value of Royalty Amount-→				

Notes:

- **H1 will be decided on Summation of NPV (Column C).**
- Vendor is required to quote positive Royalty Payment to RMC in lieu of the waiver of ROW charges in above mentioned table.
- Vendor with highest Present value of the Royalty shall be awarded the work for laying the OFC Back bone.

Sign and Seal of authorize person of Bidder

- Vendor will generate revenue as per the various modes mentioned in the RFP and Pay the royalty amount to RMC on quarterly basis.
- In case any penalty is imposed on the Concessionaire, the same will be paid by the Vendor with the next quarterly installment of Royalty
- Any changes in Govt. Taxes / Duties would be applicable as on actual.
- Bidder needs to quote CST at full rate. RMC shall not provide C-Form.

Estimated CAPEX Value & OPEX for Duration of the Contract (For Information Only)

CAPEX for RMC Backbone					
Sr. No	Line Item	Qty	UoM	Unit Rate	Total Amount
Material					
1					
2					
3					
Services					
1					
2					
3					
Active Components & Passive Components					
CCC Infrastructure [Hardware and Software]					
O&M					
1					
2					
3					
Total					

Annexure III: BIDDER INFORMATION SHEET & UNDERTAKING
About the Company

Name of the Company:	
Postal Address (Regd. Office):	
Postal Address (Local Office):	
Constitution, Registration No./Date:	
Income Tax PAN No:	
Service Tax Registration No.:	
Trade Identification No.(TIN) for VAT :	
Trade Identification No.(TIN) for CST :	

About the Authorized Signatory:

Name:		Designation:	
Office Address:		Email:	
Tel./Fax Nos.:		Cell No.:	

Undertaking

On behalf of M/s..... (Name of the Bidder), I, the undersigned, state that all the information stated above as well as in other parts of our bid is true. I hereby undertake and agree to abide by all the terms and conditions stipulated by GIPL in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of bids. I also do hereby affirm and comply with the all the technical specifications of all the products given in the RFP including all addendum, corrigendum etc.while performing the contractual obligations relating to the GIPL for "Selection of Concessionaire for Implementation of Digital High-Way Rajkot Project on PPP model." Also, I do affirm and assure that the product proposed by us is complete and total meeting all the functional requirements of GIPL as stated in the Bid Document.

Yours faithfully,

(Authorized Signatory)

Name, Signature & Seal of the Bidder

Place:

Date:

ANNEXURE IV: BANK DETAILS OF BIDDER

NAME OF PARTY :

Details of the Bank Account :

- (1) Name of the Bank :
- (2) Branch & Address of the Bank :
- (3) MICR No. :
- (4) Type of Bank Account (SB/Current/OD/etc.) :
- (5) Bank Account No. :
- (6) PAN No. :
- (7) IFSE CODE NO. :

(Please fill all information in block letters)

The above information of my bank account is true & correct as per my knowledge.

Authorized signature & seal of Bidder.

ANNEXURE-V: EARNEST MONEY DEPOSIT (EMD) BANK GUARANTEE FORMAT

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To
GUJ INFO PETRO LTD (GIPL),
2ND FLOOR, BLOCK-15,
UDYOG BHAVAN,
Sector 11, Gandhinagar-382011
Gujarat, INDIA

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____
M/s. _____ having their Registered / Head Office at
_____ (hereinafter called the Tenderer) wish to participate in the said
tender for _____

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is
required to be submitted by the Tenderer as a condition precedent for participation in the said
tender which amount is liable to be forfeited on the happening of any contingencies mentioned in
the Tender Document.

We, _____ the _____ Bank
at _____

having our Head Office _____
(Local Address) guarantees and undertakes to pay immediately on demand without any recourse
to the tenderers by GUJ INFO PETRO LTD. the amount _____
_____ without any reservation, protest, demur and recourse. Any such
demand made by GIPL, shall be conclusive and binding on us irrespective of any dispute or
difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should
be 240 days after the date finally set out for closing of tender]. If any further extension of this
guarantee is required, the same shall be extended to such required period on receiving
instructions _____ from
M/s. _____

Whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this
_____ day of _____ 201__ at _____.

WITNESS:

Sign and Seal of authorize person of Bidder

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____

Date: _____

INSTRUCTIONS FOR FURNISHING BID-GUARANTEE

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank.
2. The expiry date as mentioned in bid document should be arrived at by adding Sixty (60) days to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee / all future communication relating to the Bank Guarantee shall be forwarded to GIPL.
4. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax from where the earnest money bond has been issued.

ANNEXURE-VI: SECURITY DEPOSIT FORMAT

Format of Security Deposit—Unconditional

[on stamp paper of appropriate value]

[from a scheduled bank]

Date: _____

Loan / Credit No: _____

IFB No: _____

[Name of Contract]

To: ***[Name and address of Purchaser]***

Subject: Bank Guarantee No. *[insert]*

WHEREAS, ***[insert]*** a company incorporated under ***[insert]*** having its registered office at ***[insert]*** (hereinafter referred to as the “**Supplier**” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) have entered into a Contract for ***[insert description of the Project]*** at ***[insert location State of Gujarat, India]***, dated ***[insert]*** (hereinafter such agreement, as amended modified or supplemented, referred to as the “**Contract**”) with ***[Client Name]*** having its registered office at ***[insert]*** (hereinafter referred to as the “**Purchaser**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

WHEREAS, it has been stipulated under ***[Insert Clause no with Tender ID]*** that the Supplier is obliged to furnish to Purchaser an irrevocable, unconditional, first demand bank guarantee issued by specified financial institutions acceptable to Purchaser , for a sum of Rupees ***[Insert Guarantee amount]*** guaranteeing the validity of Contract Price during the Contract Price Validity Period and for the due performance by the Supplier of the Contract Documents.

AND WHEREAS, ***[insert bank name]*** having its registered office at ***[insert]*** and a branch office at ***[insert name of city in India]*** India, hereinafter referred to as the “**Bank**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being a schedule bank in India and acceptable to Purchaser, has at the request of the Supplier agreed to issue this security deposit guarantee in favor of Purchaser.

NOW THEREFORE THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

- (1) The Bank hereby undertakes the pecuniary responsibility of the Supplier to Purchaser for the due performance of the Contract and for the payment of any money by the Supplier to Purchaser and hereby issues in favour of Purchaser this irrevocable and unconditional performance and payment bank guarantee (hereinafter referred to as the “**Guarantee**”) on behalf of the Supplier in the amount of **[Insert Guarantee amount]**(hereinafter referred to as the “**Guarantee Amount**”).

- (2) The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to Purchaser without any demur, reservation, cavil, protest or recourse; immediately on receipt of first written demand from Purchaser, any sum or sums (by way of one or more claims) not exceeding in the aggregate the guarantee amount without Purchaser needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between Purchaser and the Supplier in respect of the performance of the Contract or moneys payable by Supplier to Purchaser or any matter whatsoever related thereto.
- (3) The Bank acknowledges that any such demand by Purchaser of the amounts payable by the Bank to Purchaser shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to Purchaser.
- (4) The Bank hereby waives the necessity for Purchaser from demanding the aforesaid amount or any part thereof from the Supplier and also waives any right that the Bank may have of first requiring Purchaser to pursue its legal remedies against the Supplier, before presenting any written demand to the Bank for payment under this Guarantee.
- (5) The Bank further unconditionally agrees with Purchaser that Purchaser shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - (i) vary and/or modify any of the terms and conditions of the Contract,
 - (ii) Extend and/or postpone the time for performance of the obligations of the Supplier under the Contract, or
 - (iii) Forbear or enforce any of the rights exercisable by Purchaser against the Supplier under the terms and conditions of the Contract

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of Purchaser or any indulgence by Purchaser to the Supplier or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

- (6) The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by Purchaser to timely pay or perform any of its obligations under the Contract.
- (7) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that Purchaser receives the full amount due hereunder as if no such withholding had occurred.
- (8) This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in constitution of any member of the Supplier and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, reorganization,

dissolution or insolvency of any member of the Supplier or any other circumstances whatsoever.

- (9) This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by Purchaser to secure the performance of the obligations of the Supplier under the Contract.
- (10) The Bank agrees that Purchaser at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Supplier.
- (11) Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising hereunder after *[insert]* (insert the date.).
- (12) Purchaser may assign this Guarantee to any person and in such case Purchaser shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.
- (13) All disputes arising under this Guarantee shall be referred to a tribunal comprising three (3) arbitrators under the (Indian) Arbitration and Conciliation Act, 1996. Each Party to the arbitration shall appoint one (1) arbitrator and the two (2) arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the “**Arbitral Tribunal**”). The decision(s) of the Arbitral Tribunal, shall be final and binding on the Parties. The venue of arbitration shall be [Ahmedabad]. This Clause 13 shall survive the termination or expiry of this Guarantee. The governing law of the arbitration shall be the substantive laws of India.
- (14) This Guarantee shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause (13) above the courts at [Ahmedabad] shall have jurisdiction over all matters arising out of or relating to this Guarantee.
- (15) The Bank has the power to issue this Guarantee in favour of Purchaser. The aggregate liability of the Bank under this Guarantee shall not under any circumstance exceed Indian Rupees *[insert]* (insert an amount).
- (16) Notwithstanding anything contained herein, this Guarantee shall be valid up to the expiry of the Warranty Period (including any extensions thereof, written notice of which shall be provided to the Bank). A written claim or demand shall be served upon us on or before the said date, after which this Guarantee shall become null and void.
- (17) No action, event or condition which by any Applicable Law should operate to discharge the Bank from liability hereunder shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
- (18) Capitalized terms not otherwise defined herein shall have their respective meanings given such terms set forth in the Contract.

IN WITNESS WHEREOF the Bank, through its authorized officer, has set its hand and stamp on this *[insert]* day of *[insert]* 2017

Sign and Seal of authorize person of Bidder

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(Signature)

[insert name of signatory]

[insert designation of signatory]

(Duly authorized representative)

Vide power of attorney No. *[insert]*

Dated *[insert]*

Witness

[insert]

[insert]

Annexure VII – List of Project Locations
Initial List of Locations

1.RMC DHEBAR ROAD			MTR.	Deviation 20%	Total
1	RMC	st bus stop	250	50	300
2	RMC	DHEBAR CHOWK	350	70	420
3	DHEBAR CHOWK	TRICON BAUG	180	36	216
4	TRICON BAUG	MALVIYA CHOWK	500	100	600
5	MALVIYA CHOWK	YAGNIK TURNIG POINT	100	20	120
6	YAGNIK TURNIG POINT	R & B RAJKOT	400	80	480
7	R & B RAJKOT	ASTRON CHOWK	1150	230	1380
8	TRICON BAUG	TRICON BAUG CITY	100	20	120
9	DHEBAR CHOWK	A DIVISON & ACP TRAFFIC	150	30	180
10	DHEBAR CHOWK	SANGANVA CHOWK	250	50	300
11	SANGANVA CHOWK	ASAPURA MANDIR	800	160	960
12	ASAPURA MANDIR	KP CHOWKY	400	80	480
13	KP CHOWKY	MANDVI CHOWK	450	90	540
14	KP CHOWKY	INDIRA BRIDGE	650	130	780
15	ASTRON CHOWK	MAHILA COLLAGE CHOWK	550	110	660
16	ASTRON CHOWK	IMPIREAL HOTEL	800	160	960
17	ST BUS DEPO	BHAKTINAGAR STATION CIRCLE	1850	370	2220
18	BHAKTINAGAR SATION CIRCLE	BHAKTI NAGAR SATION	400	80	480
19	BHAKTINAGAR SATION CIRCLE	MAKKAM CHOWK	900	180	1080
20	MAKKAM CHOWK	BHAKTI NAGAR CIRCLE	500	100	600
21	IMPERIAL HOTEL	BHILWAS CHOWK	600	120	720
22	BHILWAS CHOWK	MOTI TANKI CHOWK	350	70	420
23	MOTI TANKI	LIMDA CHOWK	400	80	480
24	LIMDA CHOWK	RMC DHEBAR	1100	220	1320

		OFFICE			
25	MAHILA COLLAGE	AG OFFICE	700	140	840
26	AG OFFICE	IMPERIAL HOTEL	800	160	960
27	INDERA BRIDGE	EAST ZONE OFFICE RMC	900	180	1080
28	EAST ZONE OFFICE	CHUNARAWAD CHOWK	600	120	720
29	CHUNARAWAD CHOWK	ACP EAST B DIVISION OFFICE	1000	200	1200
30	ASAPURA MANDIR	GUNDAWADI HOSPITAL	750	150	900
31	GUNDAWADI HOSPITAL	JILLA GARDEN	1250	250	1500
32	JILLA GARDEN	ACP EAST B DIVISION OFFICE	900	180	1080
33	MAHILA COLLAGE	KOTECHA CHOWK	1000	200	1200
Total			21080	4216	25296

2.COLLECTOR OFFICE			MTR.	Deviation 20%	Total
1	COLLECTOR OFFICE	BAHUMALI BHAVAN	1000	200	1200
2	BAHUMALI BHAVAN	PARDHUMAN NAGAR	1300	260	1560
3	PARDHUMAN NAGAR	DIG OFFICE RAJKOT RANGE	650	130	780
4	DIG OFFICE RAJKOT RANGE	DIG OFFICE ARM UNIT	400	80	480
5	DIG OFFICE ARM UNIT	JUBELI CHOWK	400	80	480
6	JUBELI CHOWK	ZANANA HOSPITAL	700	140	840
7	ZANANA HOSPITAL	CIVIL HOSPITAL	150	30	180
8	CIVIL HOSPITAL	HOSPITAL CHOWK	100	20	120
9	HOSPITAL CHOWK	DIST COURT	150	30	180
10	DIST COURT	COURT CHOWK	150	30	180
11	COURT CHOWK	OLD COLLECTOR OFFICE	300	60	360
12	OLD COLLECTOR OFFICE	KESHRI HIND	800	160	960

		BRIDGE			
13	KESHRI HIND BRIDGE	PAREVDI CHOWK	250	50	300
14	PAREVDI CHOWK	BHAGAVATI PARA	250	50	300
15	COLLECTOR OFFICE	RAJKOT TALUKA	150	30	180
16	RAJKOT TALUKA	JAM TOWER	100	20	120
17	JAM TOWER	JUCTION PLOT 5	850	170	1020
18	JUCTION PLOT 5	RAILWAY STATION ROAD	350	70	420
19	RAILWAY STATION ROAD	JUCTION	250	50	300
20	JUCTION	POPATPARA NALA	800	160	960
21	POPATPARA NALA	RAIL NAGAR	1600	320	1920
22	RAIL NAGAR	MORBI BY PASS	4000	800	4800
23	MORBI BY PASS	BEDI CHOWKDI MORBI ROAD	850	170	1020
24	MORBI BY PASS	Morbi Road Octroi Naka	2900	580	3480
25	Morbi Road Octroi Naka	GREENLAND CHOWKDI	1600	320	1920
26	GREENLAND CHOWKDI	DELUX CHOWK	2100	420	2520
27	DELUX CHOWK	PAREDI CHOWK	230	46	276
28	JUBELI CHOWK	A DIVISION	700	140	840
29	AG OFFICE	BAHUMALI BHAVAN	800	160	960
Total			23880	4776	28656

3. WEST ZONE OFFICE BIG BAZAR			MTR.	Deviation 20%	Total
1	WEST ZONE OFFICE BIG BAZAR	BIG BAZAR CHOWK	300	60	360
2	BIG BAZAR	KKV	800	160	960
3	KKV	INDIRA CIRCLE & SALIMAR BULDING	550	110	660
4	KKV	RANI TOWER	1500	300	1800
5	RANI TOWER	AG CHOWK	700	140	840
6	BIG BAZAR	NANA MAHUVA CHOWK	700	140	840
7	NANA MAHUVA CHOWK	MAHA PUJA	750	150	900

		CHOWK			
8	MAHA PUJA DHAM CHOWK	BACK BONE	1300	260	1560
9	BACK BONE	ATITHI CHOWK	1400	280	1680
10	ATITHI CHOWK	KOTECHA CHOWK	1500	300	1800
11	KOTECHA CHOWK	KKV	1000	200	1200
12	AG CHOWK	MOTA MAHUVA	500	100	600
13	MOTA MAHUVA	NYARI DEM	3800	760	4560
14	AG CHOWK	Ruda Opp Bishap House	200	40	240
15	MOTA MAHUVA	MUNJKA CHOWKDI	2000	400	2400
16	MUNJKA CHOWKDI	FSL	900	180	1080
17	FSL	AKASHVANI CHOWK	800	160	960
18	MAHA PUJA DHAM CHOWK	MAVDI CHOWK	1000	200	1200
19	MAVDI CHOWK	ANAND BANGLA CHOWK	1500	300	1800
20	ANAND BANGLA CHOWK	MALVIYA NAGAR OVER BRIDGE	600	120	720
21	ANAND BANGLA CHOWK	SWAMINARAYAN CHOWK	700	140	840
22	SWAMINARAYAN CHOWK	MALVIYA COLLAGE	900	180	1080
23	SWAMINARAYAN CHOWK	UMIYA CHOWK 150 FT ROAD	1900	380	2280
24	UMIYA CHOWK 150 FT ROAD	GOVERDAN CHOWK 150 FT ROAD	900	180	1080
25	GOVERDAN CHOWK 150 FT ROAD	PUNIT NAGAR WATER TANK	1400	280	1680
26	PUNIT NAGAR WATER TANK	GONDAL CHOWLDI	1000	200	1200
27	AKASHWANI CHOWK	INDIRA CIRCLE	1500	300	1800
28	INDIRA CIRCLE	RAIYA TELEPHONE EXCHENNGE	800	160	960
Total			30900	6180	37080

4.EAST ZONE OFFICE			MTR.	Deviation 20%	Total
1	EAST ZONE OFFICE	PANI NO GHODHA PEDAK ROAD	1600	320	1920
2	EAST ZONE OFFICE	H Aidari CHOWKDI	1500	300	1800
3	H Aidari CHOWK	PARDHUMAN PARK	1400	280	1680
4	PARDHUMAN PARK	SANTKABIR UNDER BRIDGE	1200	240	1440
5	SANTKABIR UNDER BRIDGE	MARKETING YARD GATE	550	110	660
6	MARKETING YARD GATE	RTO	500	100	600
7	PANI NO GHODHA PEDAK ROAD	SANTKABIR UNDER BRIDGE	2000	400	2400
8	RTO	KUVADVA ROAD PS	2200	440	2640
9	KUVADVA ROAD PS	RUDA TRANSPORT NAGAR	3100	620	3720
10	RUDA TRANSPORT NAGAR	KUVADVA	15000	3000	18000
Total			29050	5810	34860

5.HUDKO RMC			MTR.	Deviation 20%	Total
1	HUDKO RMC	HOUDKO POLICE CHOWKI	200	40	240
2	HUDKO POLICE CHOWKI	KOTHARIYA CHOWKDI HUDKO	750	150	900
3	KOTHARIYA CHOWKDI HUDKO	AJI DEAM	3500	700	4200
4	AJI DEM	80 FT CHOWKDI	1000	200	1200
5	80 FT CHOWKDI	AMBEDKAR COLONI GATE	550	110	660
6	AMBEDKAR COLONI GATE	SORTHIYAWADI WAY BRIDGE	1100	220	1320

7	SORATHIYAWADI WAY BRIDGE	SORTHIYA WADI CIRCLE	1000	200	1200
8	SORATHIYAWADI CIRCLE	NANDA HALL	1700	340	2040
9	NANDA HALL	TRISHUL CHOWK	1100	220	1320
10	TRISHUL CHOWK	HOUDKO POLICE CHOWKI	900	180	1080
11	AJI DEM	THORALA	5800	1160	6960
12	SORTHIYA WADI	BHAKTI NAGAR	1300	260	1560
Total			18900	3780	22680

6.ACP West (Gandhigram)		MTR.	Deviation 20%	Total	
1	ACP West (Gandhigram)	RAIYA CHOWKDI	900	180	1080
2	RAIYA CHOWKDI	GANDIGRAM	650	130	780
3	GANDIGRAM	RAIYA TELEPHONE EXCHANGE	550	110	660
4	RAIYA CHOWKDI	ALAP GREEN CITY	1400	280	1680
5	ACP West (Gandhigram)	RAMDEVPIR CHOWK	600	120	720
6	RAMDEVPIR CHOWK	MADHAPAR CHOWK	2500	500	3000
7	MADHAPAR CHOWK	BAJARANG WADI CIRCLE	1500	300	1800
8	BAJARANG WADI CIRCLE	BAJARANG WADI CHOWKDI	1800	360	2160
9	BAJARANG WADI CHOWKDI	Sandhiya Pool Jamnagar Road	2000	400	2400
10	Sandhiya Pool Jamnagar Road	ACP HQ, MAHILA, POLICE HQ	700	140	840
11	ACP HQ, MAHILA, POLICE HQ	POLICE HQ GATE	500	100	600
12	POLICE HQ GATE	INCOME TAX OFFICE	600	120	720
13	INCOME TAX OFFICE	RACE COURSE	800	160	960
14	RACE COURSE	KISHANPARA CHOWK -	350	70	420

		AMRPALI			
15	KISHANPARA CHOWK	AMRPALI FATAK	300	60	360
16	AMRPALI FATAK	HANUMAN MADHI CHOWK	1300	260	1560
17	HANUMAN MADHI CHOWK	RAIYA CHOWKDI	900	180	1080
Total			17350	3470	20820

GRAND TOTAL	141160	28232	169392
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Ring Network

Sr. No.	Main Transmission Point	Total mtr	Fiber Core
1	RMC DHEBAR ROAD	25296	48
2	COLLECTOR OFFICE	28656	48
3	WEST ZONE OFFICE BIG BAZAR	37080	48
4	EAST ZONE OFFICE	34860	24
5	HUDKO RMC	22680	24
6	ACP West (Gandhigram)	20820	24
Grand Total		169392	

Expected CCTV Locations

Sr. No.	Location Name	Type of Location
1	Trikon Baug	Fully Covered Traffic Junction
2	Jubilee Chowk	Fully Covered Traffic Junction
3	KKV Chowk	Fully Covered Traffic Junction
4	Mavdi Chowkdi	Fully Covered Traffic Junction
5	Raiya Chowkdi	Fully Covered Traffic Junction
6	Hanuman Madhi	Fully Covered Traffic Junction
7	Indira Circle	Fully Covered Traffic Junction
8	Jamtower Chowk	Fully Covered Traffic Junction
9	Dhebar Chowk	Fully Covered Traffic Junction
10	Nagrik Bank Chowk	Fully Covered Traffic Junction
11	Makkam Chowk	Fully Covered Traffic Junction
12	Nanamava Circle	Fully Covered Traffic Junction
13	Astron Chowk	Fully Covered Traffic Junction
14	Ramdevpir Chowkdi	Fully Covered Traffic Junction
15	RMC Chowk	Traffic Junction (Only for Surveillance)
16	Sanganva Chowk	Traffic Junction (Only for Surveillance)

17	Kothariya Naka Police Chowkey	Traffic Junction (Only for Surveillance)
18	Mandvi Chowk	Traffic Junction (Only for Surveillance)
19	Hospital Chowk	Traffic Junction (Only for Surveillance)
20	Court Chowk	Traffic Junction (Only for Surveillance)
21	Ashapura Mandir	Traffic Junction (Only for Surveillance)
22	Malaviya Chowk	Traffic Junction (Only for Surveillance)
23	Yagnik Road - T Point	Traffic Junction (Only for Surveillance)
24	Imperial Hotel	Traffic Junction (Only for Surveillance)
25	Delux Chowk	Traffic Junction (Only for Surveillance)
26	Parevadi Chowk	Traffic Junction (Only for Surveillance)
27	Chunarwada Chowk	Traffic Junction (Only for Surveillance)
28	Greenland Chowkdi	Traffic Junction (Only for Surveillance)
29	Kuvadva Road Police Station	Traffic Junction (Only for Surveillance)
30	Pedak Road Pani na Ghoda	Traffic Junction (Only for Surveillance)
31	Marketing Yard Gate	Traffic Junction (Only for Surveillance)
32	80 ft Road Chowkdi	Traffic Junction (Only for Surveillance)
33	Haidari Chowkdi	Traffic Junction (Only for Surveillance)
34	Ambedkar Colony Gate	Traffic Junction (Only for Surveillance)
35	Kothariya Chowkdi (Hudco)	Traffic Junction (Only for Surveillance)
36	Nanda Hall	Traffic Junction (Only for Surveillance)
37	Trishul Chowk	Traffic Junction (Only for Surveillance)
38	Hudco Police Chowkey	Traffic Junction (Only for Surveillance)
39	Sorathiyawadi Circle	Traffic Junction (Only for Surveillance)
40	Sorathiyawadi way bridge Chowk	Traffic Junction (Only for Surveillance)
41	Bhaktinagar Circle	Traffic Junction (Only for Surveillance)
42	Punitnagar Water Tank	Traffic Junction (Only for Surveillance)
43	Govardhan Chowk 150 ft Road	Traffic Junction (Only for Surveillance)
44	Umiya Chowk 150 ft Road	Traffic Junction (Only for Surveillance)
45	Mahapuja Chowk 150 ft Road	Traffic Junction (Only for Surveillance)
46	Nana Mava Chowk	Traffic Junction (Only for Surveillance)
47	Big Bazaar 150 ft Road	Traffic Junction (Only for Surveillance)
48	Anand Bungla Chowk	Traffic Junction (Only for Surveillance)
49	Sawaminarayan Chowk	Traffic Junction (Only for Surveillance)
50	Motamava Chowk	Traffic Junction (Only for Surveillance)
51	Kotecha Chowk	Traffic Junction (Only for Surveillance)
52	Rani Tower Kalavad Road	Traffic Junction (Only for Surveillance)
53	Backbon Chowk	Traffic Junction (Only for Surveillance)
54	Atithi Chowk	Traffic Junction (Only for Surveillance)
55	Raiya Tele Exchange 150 Road	Traffic Junction (Only for Surveillance)
56	Alap Green City	Traffic Junction (Only for Surveillance)
57	Akashwani Chowki	Traffic Junction (Only for Surveillance)
58	Bजारंग Wadi Chowkdi	Traffic Junction (Only for Surveillance)

59	Amrapali Fatak	Traffic Junction (Only for Surveillance)
60	A G Chowk	Traffic Junction (Only for Surveillance)
61	Bajarang wadi circle	Traffic Junction (Only for Surveillance)
62	Salimar Building 150 ft Road Bridge	Traffic Junction (Only for Surveillance)
63	Moti Tanki Chowk	Traffic Junction (Only for Surveillance)
64	Railway Station Road	Traffic Junction (Only for Surveillance)
65	Limda Chowk	Traffic Junction (Only for Surveillance)
66	Bhilwas Chowk	Traffic Junction (Only for Surveillance)
67	Junction Plot 5	Traffic Junction (Only for Surveillance)
68	Kishanpara Chowk	Traffic Junction (Only for Surveillance)
69	Police HQ Gate	Traffic Junction (Only for Surveillance)
70	Sandhiya Pool Jamnagar Road	Traffic Junction (Only for Surveillance)
71	Gondal Chowkdi	Traffic Junction (Only for Surveillance)
72	Ruda Transport Nagar	Traffic Junction (Only for Surveillance)
73	Bedi Chokadi Morbi Road	Traffic Junction (Only for Surveillance)
74	Munjaka Chokadi	Traffic Junction (Only for Surveillance)
75	Bhagvatipara choki	Traffic Junction (Only for Surveillance)
76	Pal Chokadi Eng College Road	Traffic Junction (Only for Surveillance)
77	Jungleswar	Traffic Junction (Only for Surveillance)
78	Morbi Road Octroi Naka	Traffic Junction (Only for Surveillance)
79	Trikon Baug City	City Bus Stop
80	Malaviya College	City Bus Stop
81	GreenLand Chowkdi	City Bus Stop
82	Sorathiya wadi	City Bus Stop
83	Gondal Chowkdi	City Bus Stop
84	Madhapar Chowkdi	City Bus Stop
85	S T Bus Depot	S T Bus Depot
86	Junction	Railway Station
87	Bhaktinagar	Railway Station
88	Commissioner Office	Government Building
89	DIG Office Rajkot Range	Government Building
90	DIG Office Arm Unit	Government Building
91	Police HQ Building	Government Building
92	Collector Office	Government Building
93	R.M.C Rajkot	Government Building
94	Bahumali Bhavan	Government Building
95	Old Collector Office	Government Building
96	Dist. Court	Government Building
97	R & B Rajkot	Government Building
98	A.G.Office	Government Building
99	Income Tax Office	Government Building
100	FSL	Government Building

101	Race Course	Garden
102	Aji Dam	Garden
103	Nyari Dam	Garden
104	Iswariya	Garden
105	Praduman Park	Garden
106	Jubilee	Garden
107	Sorathiyawadi	Garden
108	Jilla Garden	Garden
109	University Garden	Garden
110	Ruda Opp Bishap House	Garden
111	Indira Bridge	Bridge
112	Santkabir Under Bridge	Bridge
113	Bhagavatipara	Bridge
114	Popatpara Nala	Bridge
115	Mahilla College	Bridge
116	Morbi ByPass	Bridge
117	Sandhiya Pool	Bridge
118	Railnagar	Bridge
119	Keshri Hind	Bridge
120	Kishanpara - Amrapali	Bridge
121	Civil Hospital	Hospital
122	Zanana Hospital	Hospital
123	Gundawadi Hospital	Hospital
124	A Division	Police Station
125	B Division	Police Station
126	Pradumannagar	Police Station
127	Mahila	Police Station
128	Bhaktinagar	Police Station
129	Thorala	Police Station
130	Ajidam	Police Station
131	Kuvadva	Police Station
132	Gandhigram	Police Station
133	University	Police Station
134	Malaviyanagar	Police Station
135	Rajkot Taluka	Police Station
136	ACP East B-Division	ACP Office
137	ACP West	ACP Office
138	ACP Traffic	ACP Office
139	ACP H.Q.	ACP Office
140	Reserve Police Inspector PHQ	RPI Office
141	M T Section	PSI MT Office
142	P I Wireless	Wireless Office
143	RTO	RTO Office

144	Raiya Smasan	Entry Exit
145	Shantinagar Chokadi (Raiya Dhar)	Sensitive
146	J K Chowk	Sensitive
147	Azad Chowk	Sensitive
148	Sadguru (RMC Point)	Sensitive
149	Kanaiya Chowk	Sensitive
150	Chamadiay Chowky	Sensitive
151	Sadar Bazar	Sensitive
152	Bhistiwad Chowk	Sensitive
153	Asikana Masjid	Sensitive
154	Parsananagar-6	Sensitive
155	Walmiki Wadi Chokadi	Entry Exit
156	Ghanteswar	Entry Exit
157	Sukhsagar Hall	Sensitive
158	Huseni Masjid	Sensitive
159	Faruki Masjid	Sensitive
160	Sagar Chowk	Sensitive
161	Aji GIDC Matel Chowk	Sensitive
162	Next to Matel T point	Sensitive
163	Tariya Steel near Jungleswar Bridge	Sensitive
164	Huseni Chowk	Sensitive
165	Ahir Chowk	Sensitive
166	Devpara Chowk	Sensitive
167	Atika Railway Crossing	Sensitive
168	Dhebar road last rly crossing	Sensitive
169	Praduman Green Ruda-1	Sensitive
170	Rainagar	Sensitive
171	Ronaki Chokadi	Entry Exit
172	Aji Dam Chokadi	

List of Wi-Fi Locations

Sr. No.	Locations Name
1	Bhaktinagar Circle
2	Sorathiyawadi Garden
3	Bishop House – Prem mandir
4	Bhagwatsinh Garden
5	Astron Chowk Garden
6	Parul Garden East Zone
7	Zoo
8	Nyari Dam Site
9	Sharda Baug

Sr. No.	Locations Name
10	Garden opp. Sheth High school
11	RMC East Zone, Central Zone and West Zone Office
12	Aji Dam Garden
13	Nana Mava Stadium

List of LED Display

Sr. No.	Type of Location	Locations Name
1	Road/Junction	Mahila College Chowk
2	Road/Junction	Kishanpara Chowk
3	Road/Junction	Jilla Panchyat Chowk
4	Road/Junction	Hospital Chowk
5	Road/Junction	Bahumali Bhavan Chowk
6	Road/Junction	Bhaktinagar Circle
7	Road/Junction	Gondal Chowkdi
8	Road/Junction	Nr Crytal Mall, Nr Water Tank, Kalawad Road
9	Road/Junction	Zaddus Corner, Kalavawad Road
10	Road/Junction	Parevdi chowk
11	Road/Junction	Amul Circle
12	Road/Junction	Kotecha Chowk
13	Road/Junction	Raiya Chokdi, BRTS Bus Station
14	Road/Junction	Raiya Telephone Exchange, BRTS Road
15	Road/Junction	Indira Circle , BRTS Road
16	Road/Junction	KKV Hall , BRTS Road
17	Road/Junction	Big Bazar Chowck, BRTS Road
18	Road/Junction	Nana mava Chowk , BRTS Road
19	Road/Junction	Mavdi Chowk, BRTS Road
20	Road/Junction	Umiya Chowk, BRTS Road
21	Road/Junction	Goverdhan chowk, BRTS Road
22	Road/Junction	Ambedkar Chowk, BRTS Road
23	Road/Junction	Punit Nagar Chowk , BRTS Road

List of IOT Sensors Locations

Sr. No.	Locations Name
1	Racecourse Junction
2	BRTS West Zone Bus Station
3	Ruda Nagar -2, University Road
4	Housing Board, Amin Marg
5	Lal Bahadur Shashtri Udhyan
6	Narayan Nagar Garden oppo. Satya sai hospital
7	Garden Near WZ Office

Sr. No.	Locations Name
8	R.K Nagar nr. Municipal Commissioner Bunglow
9	Jubilee Garden
10	Malaviya Nagar/ Krishna Nagar
11	Airport Road Garden
12	Bhakta kavi Narshinh Mehta Udhyan, Nr. Aradhna Society
13	Balmukund Society Nr, Raiya Road

Annexure VIII: Instructions for Bidders for Technical Bid

8.1. Bid Covering Letter

Date: <DD/MM/YYYY>

To
Municipal Commissioner,
Rajkot Municipal Corporation (RMC)
Rajkot, Gujarat

Subject: Technical proposal submission.

Ref : E- Tender No: **GIPL/RMC/FIBER/17-18/15**

dated <DD/MM/YYYY>

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the materials & professional services as required and outlined in the RFP for "Selection of Concessionaire for Implementation of Digital High-Way Rajkot Project on PPP model".

We attach hereto our responses to pre-qualification requirements and technical proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to GIPL/RMC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

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.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP.

We agree that you are not bound to accept any tender 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 tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Sign and Seal of authorize person of Bidder

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Signature of Authorized Signatory (with official seal)

Name :
Designation :
Company :
Address :
Telephone & Fax :
E-mail Address :

8.2. FORMAT for Self Declaration – No Blacklisting Certificate

No:

Date: <DD/MM/YYYY>

To
Municipal Commissioner,
Rajkot Municipal Corporation (RMC)
Rajkot, Gujarat

Ref : E- Tender No: **GIPL/RMC/FIBER/17-18/15** dated <DD/MM/YYYY>

Dear Sir,

In response to the referenced tender for “Selection of Concessionaire for Implementation of Digital High-Way Rajkot Project on PPP model” as an owner/partner/director of _____, I/ We hereby declare that presently our company / firm _____ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU.

We further declare that presently our company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/Central Government/ PSU on the date of Bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours Sincerely,
Name of the Bidder:
Authorized Signatory:
Seal of the Organization:
Date:
Place:

Sign and Seal of authorize person of Bidder

Annexure IX: Consortium Agreement Format

(On Rs. 100/- Stamp paper)

Consortium Agreement

This Consortium Agreement (hereinafter the "Agreement") entered into this ____ day of _____ ("Date of Signing")

BETWEEN

1. _____ (First Party) through Authorized Signatory _____ having their principal place of business at _____ in India for and on behalf of _____ (hereinafter called "the Bidder" which expression shall include its legal successors and permitted assignees) of the

ONE PART;

2. _____ (Second Party) through Authorized Signatory _____ having their principal place of business at _____ in India for and on behalf of _____ (hereinafter called "the Consortium Partner" which expression shall include its legal successors and permitted assignees) of the

SECOND PART;

RECITALS

A. Guj Info Petro Limited (GIPL) on behalf of Rajkot Municipal Corporation, herewith called as RMC, has issued a E- TENDER NO:GIPL/RMC/FIBR/17-18/ (hereinafter the "Tender Document"), inviting bids for "Selection of Concessionaire for Implementation of Digital High-Way Rajkot Project on PPP model");

B. As specified in clause No. _____" of the Tender Document, the Bidder has formed a consortium and hereby enters into this Agreement and the Parties have agreed to the participate as members of the Consortium subject to said terms and conditions of this Agreement

The members of the Agreement shall each be referred to as the "Party" and together as the "Parties"

NOW THEREFORE, in consideration of the mutual covenants of the Parties, the sufficiency whereof is hereby acknowledged and other good valuable consideration, the Parties agree as follows:

1. Definitions and Interpretation

1.1. Definitions

Capitalized terms used in this Agreement shall have their respective defined meanings, and/or shall have the meaning specified in the Tender Document, unless the context expressly or by necessary implication otherwise requires.

1.2. Interpretation

- a. For the purpose of this Agreement, where the context so admits, (i) the singular shall be deemed to include the plural and vice-versa, and (ii) masculine gender shall be deemed to include the feminine gender and vice-versa.
- b. References to a “person” if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- c. The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.
- d. References to the word “include” and “including” shall be construed without limitation.
- e. Any reference to day shall mean a reference to a calendar day;

2. Purpose of Consortium Agreement

The purpose of this Agreement is to specify the roles and responsibilities of the Parties in implementation and matters connected with the “.....Tender floated by RMC and to set out further rights and obligations of the Parties supplementing but not conflicting with those present in the Tender Document. The Roles of each parties are specifically defined at each stage of the Project is as per Annexure-1 [Note: Bidder has to separately submit Annexure – 1 if any].

3. Duration

This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under Tender Document and under this Agreement.

4. Coordinator

4.1 The Parties hereby understand and agree that there shall be a “Prime Partner” who shall be the point of contact for the purpose of the Project. It is hereby agreed by the Parties that for the purpose of the Agreement _____ has been appointed as “Prime Partner”. The Prime Partner is hereby authorized by the Parties to make representations and declarations/ incur liabilities and receive instructions on their behalf and the parties shall not raise any dispute/ claim in this regard in future.

4.2 For the purpose of this Agreement, the Tender Document, the Prime Partner shall be the single point of contact for the RMC\GIPL, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Tender Document.

4.3 All instructions/communications from RMC/GIPL to the Prime Partner shall be deemed to have been duly provided to all the members of the consortium.

4.4 Notwithstanding anything to the contrary contained elsewhere in this agreement, all Parties of the consortium shall be jointly & severally responsible for the obligations under the Tender Document, irrespective of the specific roles/responsibilities undertaken by them.

5. Rights and Obligations

5.1 For delivery of all services as per the agreement with RMC, Prime Partner shall be primarily accountable and responsible.

5.2 The Prime Partner shall be responsible for the transmission of any documents and information connected with the Project to the Parties concerned.

5.3 It is hereby clarified that representations and declarations made by the Prime Partner shall be legally binding on all the Parties of the Agreement.

5.4 Each Party shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under the Tender Document and this Agreement.

5.5 All commercial activities with RMC will be conducted by the Prime Partner.

5.6 In case RMC suffers any loss or damages on account of any breach of the Contract, the Prime Partner as well as the other consortium members undertakes to promptly make good such loss or damage caused to RMC on demand without any demure. RMC shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory

on the part of RMC to proceed against the Prime Partner before proceeding against the other consortium members.

6. Responsibilities towards each other

a) Each Party undertakes :-

- i. To promptly notify other Parties about any significant delay in fulfillment of milestones in relation to the Project;
 - ii. To inform other Parties of relevant communications it receives from third parties in relation to the Project.
- b) Each Party shall use reasonable efforts to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error that came to its knowledge.
- c) Each Party shall act in good faith. When a Party believes that for carrying out the Project or use of knowledge from the Project it might require access rights to another Party's pre-existing know-how or to another Party's knowledge and material which is not from the Project, it shall obtain written permission from the Party prior to the use of such material.
- d) Each Party shall abide with the terms of confidentiality as described in Tender Document and shall also abide with all the clauses of the Tender Document.
- e) Each Party shall share and disclose information including confidential information and documents as may be necessary for the Project. The Parties hereby understand and agree that the information shall be used solely for the purpose of the Project and not for its own use or for any third party benefit.

7. Assignment

No Party shall, without the prior written consent of the RMC and of the other Parties, assign or otherwise transfer partially or totally any of its rights and obligations under Agreement.

8. Representation and Warranties

8.1. The Parties hereby represents and warrants that: -

- a) They are duly organized and validly existing under the laws of India and have full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The execution and validity of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the Parties;
- b) This Agreement constitutes a valid and binding obligation of the Parties, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this

Agreement and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the Bidder is a party or by which the Bidder are or may be bound.

c) Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement.

d) The Parties have read, understood and agree with the terms of this Agreement and the Tender Document.

9. Irrevocable

Parties herein agrees that this Consortium Agreement shall be irrevocable and shall form an integral part of Contract and shall continue to be enforceable against the Parties herein by RMC till the terms of the Agreement for Project are fulfilled.

10. Miscellaneous

a) Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing in the English language and delivered personally or sent by prepaid post with recorded delivery addressed to the intended recipient at its address set forth below:

I. If to the Party of the First Part

II. If to the Party of the Second Part

b) Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post.

c) Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.

d) This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement.

- e) Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- f) This Agreement shall be governed and interpreted by, and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws there under.
- g)
 - I. Any and all disputes or differences between the Parties arising out of or in connection with this Agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Parties.
 - II. If after 30 (thirty) days of consultation, the Parties have failed to reach an amicable settlement, on any or all disputes or differences arising out of or in connection with this Agreement or its performance, such disputes or differences shall be submitted to final and binding arbitration. The arbitration panel shall consist of three arbitrators: one nominated _____, one nominated by _____ and the third nominated jointly by both the arbitrators. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Vadodara, India. The language to be used in the arbitration proceedings shall be English. The award of the arbitration proceedings will be final and binding on both Parties to the Agreement.
 - III. This Agreement shall be governed by the laws of India. Courts Vadodara shall have exclusive jurisdiction in all matters arising hereunder.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

For _____

Authorized Signatory
Name:
Designation:

In the presence of:

Sign and Seal of authorize person of Bidder

Name:

Address:

For, _____

Authorized Signatory

Name:

Designation:

In presence of:

Witness 1: _____

Witness 2: _____

Annexure X – Self-Declaration Format

<< On Rs 100 Stamp Paper>>

Date: dd/mm/yyyy

To
The Director IT,
Rajkot Municipal Corporation,
Dhebar Road, Rajkot, Gujarat.

Sub : Self Declaration for the participation in the bid for “**Selection of System Integration for Implementation of Connected Rajkot Project on PPP model**”

Ref : E- TENDER NO:GIPL/RMC/FIBR/17-18/ Dated <DD/MM/YYYY>

Dear Sir

As an Owner/ Partner/ Director/ Auth. Signatory of _____,
I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, :-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the RMC;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been 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 pursuant to debarment proceedings;
- h) Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by RMC, my/our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Signature of Authorized Signatory: Proprietor/Partners/Directors/POA holder (with official seal)

Place :
Date :
Name :
Designation :
Address :
Telephone & Fax :
E-mail address :

Annexure XI – Concession Agreement

The draft concession agreement is a separate document that will be shared with Selected Bidder.