



RFP for
Providing MPLS & ILL links on BOOT basis
at GMDC (CO, OCI and All Project Locations)

RFP No. GMDC/CO/IT/BANDWIDTH/01/23-24

January 2024

Last date for submission of queries	:	12/01/2024
Pre-Bid Meeting	:	16/01/2024
Last date for submission of online bid	:	09/02/2024
Last date for submission of physical documents	:	09/02/2024
Technical bid opening date & time	:	09/02/2024

Gujarat Mineral Development Corporation Limited
(A Government of Gujarat Enterprise)
CIN No.: L14100GJ1963SGC001206

Khanij Bhavan, 132 ft. Ring Road, Nr Gujarat University Ground,
Vastrapur, Ahmedabad- 380052

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SECTION -1 INTRODUCTION

Gujarat Mineral Development Corporation Ltd. (GMDC) is one of India's leading mining and mineral processing companies. For more than five decades, we have been engaged in the development of the ample mineral resources of the state. A zero-debt company, we're ranked 486th among India's Fortune 500 Companies (2022) and among the Top-5 organizations by market capital in the mining sector.

GMDC is India's second largest Lignite-producing company. We're the leaders in Lignite exploration and supply in Gujarat. Mining lignite from deposit-rich areas across the state, we market it to various high-growth industries, including textiles, chemicals, ceramics, bricks and captive power

GMDC is involved in the exploration of Bauxite, Fluorspar, Manganese, Silica Sand, Limestone, Bentonite and Ball Clay. They find application across diverse industries, from manufacturing of hydrofluoric acid and purifying water to manufacturing glass and ceramic ware, and drilling oil.

GMDC has a sizeable presence in the energy sector. We have a diversified portfolio of Thermal power projects and renewable power generation projects comprising wind and solar power. We ventured into harnessing renewable sources of energy more than a decade ago and are readying for a sustainable future. Over the years, we've generated 2522416+ MWhr of Green Energy.

GMDC has embarked on a journey of transformation. GMDC has a huge stock of mined out Silica Sand and similar in-situ deposits in one of its upcoming projects. As a part of forward integration, GMDC is seeking to explore new avenues in diversified sector in silica sand as well as other allied industries by value addition for manufacturing of float glass, solar panels, etc. Envisaging suitable market potential, we're investigating new avenues in diversified sector in bauxite and other allied industries by value addition of plant and non-plant grades of bauxite.

As a high demand is being forecast for cement, GMDC is exploring new opportunities for utilisation of cement grade Limestone for cement industry and focusing on capacity augmentation, introduction of alternate market structures, possible diversification prospects, value additions and opportunities that the industry might require.

GMDC's sustained efforts at consolidating their leadership position are complemented by appointing professionals with proven expertise. Additionally, there is an increased focus on working with strategies advisory consultancies and project management consultants. Combined with initiatives in value addition, forward integration and portfolio expansion, they will help augment our financial standing as befitting a stalwart in mining and mineral processing.

GMDC is currently undergoing a transformation journey. It aims to increase the productivity and efficiency of its current mining operations on one hand. It is planning related diversifications in several high value projects on the other hand.

GMDC's Information Technology structure is required to gear up to this transformation. It also needs modernisation and updation to usher in higher productivity and efficiency. Thus, GMDC is in the process of undertaking several IT and digital transformation related projects for which it intends to select System Integrators/ Consultants/ ISPs (collectively the "IT Agencies ") through competitive and transparent procurement processes.

Considering Digital Transformation as one its key initiative for supporting growth GMDC Plans to revamp and enhance the existing connectivity network. The aim is to enhancing connectivity network for future readiness of Convergence related activities that includes but not limited to consolidation of solutions like ERP Application, Email, Networking (LAN & WIFI), Communication (Voice & Video), CCTV etc. This RFP is being floated for the revamping the existing connectivity with the MPLS and ILL Links in which different Service providers can participate and bid for the same and these links will be terminated on the SD WAN devices which will be provided by the GMDC.

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SECTION – II PROJECT BRIEF AND DETAILS

PROJECT BRIEF

GMDC is currently using MPLS connectivity to connect its project sites to the HO from where they are accessing

- ERP & Other Applications hosted in the HO data centre and over the Cloud.
- Internet access thru the ILL terminated in the CO
- Email solutions hosted in SAAS environment

GMDC MPLS AND ILL Implementation – OBJECTIVES

GMDC intends to revamp the legacy IT landscape through technology that provides organizations with greater control, flexibility, and agility in managing their wide area networks. The primary objectives include but not limited to optimize network performance, enhance security, and reduce operational costs. GMDC’s key Objectives for implementation of SDWAN are as below:

- Optimize Network Performance using load balancing and Application aware routing.
- Improve Network Resilience
- Enhance Security, Flexibility and Scalability
- Traffic Optimization and Quality of Service (QoS)
- Centralized Network Management and Reporting

Project Implementation Timeline

Post release of the work order to the bidders selected by the bidding process the successful bidders would complete the entire project on turnkey basis within 12 weeks times which includes Supply, Installation, Testing and Commissioning of all the links from the date of work order.

Completion details

It is proposed to complete these works as per the given schedule. The nature of works broadly comprises as mentioned in Section -3 “Scope of Work”

Bidding option for the bidder

The bidder has the option to bid for both (MPLS and ILL) or one service offering (Either MPLS or Either ILL). bidder has to quote for all the locations where connectivity is required

RFP notice and information for online bidding

On behalf of GMDC the General Manager – IT invites online RFP Document for providing Services associated to MPLS & ILL links, its O&M and Monitoring Assistance to the SDWAN Vendor in NOC Setup at GMDC (HO and all Locations) on Supply, Installation, Testing & Commissioning (SITC) Basis.

1. The schedule for e-bidding is as under:

Brief Description of work	RFP for Providing MPLS & ILL links on BOOT basis at GMDC (HO, OCI and All Project Locations)
Project Implementation TimeLine	12 Weeks

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Availability of RFP	<p>GMDC website (www.gmdcltd.com) and nprocure portal (https://tender.nprocure.com)</p> <p>Price Bids shall be required to be submitted online on the nprocure portal (https://tender.nprocure.com).</p>
EMD (Earnest Money Deposit)	<p>Rs. 6,00,000.00 (Rs Six Lakhs only) for MPLS Services Rs 6,00,000.00 (Rs -Six Lakhs only) for ILL Services A single EMD payment, totalling the bidder's bidding services in any of the following forms:</p> <ul style="list-style-type: none"> ➤ DD / BG in favor of GMDC Ltd. Payable at Ahmedabad. ➤ RTGS/NEFT in the following bank account: Account Name: - Gujarat Mineral Development Corporation Limited, ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379 IFSC: ICIC0000024 <p>Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.</p>
RFP Processing Fee	<ul style="list-style-type: none"> ➤ Rs. 5000/- (Five thousand only) plus GST @ 18% aggregating to Rs. 5900/- payable by RTGS/NEFT in the following bank account: Account Name: - Gujarat Mineral Development Corporation Limited ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379 IFSC: ICIC0000024 <p>Relaxation in terms of submission of RFP Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of RFP.</p>
Bid Validity Period	<p>180 days from the date of opening of the preliminary bid, which shall be deemed extended unconditionally for further period of 60 days, if GMDC requires it.</p>
Commencement of RFP	<p>04/01/2024</p>
Last date of submission of written request for clarification for pre-bid.	<p>12/01/2024 up to 18.00 Hours</p>
Pre-Bid Meeting	<p>Pre-Bid Meeting will be held on 16/01/2024 at 3.00 pm. Venue of pre-bid meeting will be Corporate Office, GMDC, Ahmedabad (Gujarat).</p> <p>Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 452 329 582 173 Passcode: NuLX4a</p>

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Last date of submission of Price bid through online	09/02/2024 up to 18.00 Hours
Last date of submission of physical documents i.e. EMD, RFP Fee, Technical Bid etc.	09/02/2024 up to 18.00 Hours at Corporate Office, GMDC Ahmedabad
Date for online opening of preliminary bid.	09/02/2024 at 18.30 Hours
General and Important Terms and Conditions	<p>GMDC reserves absolute right/discretion to accept and/or reject any or all the RFPs received or invite fresh bid at any stage or split the work between more than one bidders as the case may be.</p> <p>The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons.</p> <p>GMDC may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the RFP on website. The bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments /corrigendum.</p> <p>GMDC reserves the rights to modify or alter any Condition of the RFP.</p> <p>The bidders are advised to submit their price bid online on https://tender.nprocure.com only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons.</p> <p>Failure to submit bid online in stipulated time due to any reason whatsoever by any bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned to the bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.</p>

2. **Downloading RFP Documents:** RFP documents will be available on the website up to the date and time as shown above. bidders who wish to participate in this RFP shall have to register on web site <https://tender.nprocure.com>
3. **Digital Certificate:** bidders who wish to participate in online Bidding shall have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic RFPs. bidders can procure the same from any of the licensed certifying Authority of India or can procure from (n) code solutions – a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India. All RFPs shall be digitally signed. For details regarding digital signature certificate and related training the below mentioned addressee shall be contacted. In

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case bidders need any clarification/assistance or training for participating in online RFP, they can contact the following office: -

(n) Code solutions, A division of GNFC
301, GNFC Info tower, Bodakdev, Ahmedabad – 380 054 (India)
Tel: + 91 26857316/17/18, Fax: +91 79 26857321,
Mobile: 9327084190, 9925117079; E-mail: nprocure@gnvfc.net

4. bidders who already have a valid Digital certificate need not procure new Digital certificate.
5. **Online Submission of RFP:** bidders can prepare and add on their bid *n* number of times prior to the last date and time prescribed for RFP submission. However, the RFP shall not be permitted to be edited in any case after the last date and time prescribed for submission of RFP as specified hereunder.
6. No written or online request in this regard shall be entertained. bidders shall submit their RFP in electronic format only on above mentioned website and prior to the date and time mentioned above, and each RFP shall be digitally signed by the authorized person of the bidder. RFP documents shall be accepted in the electronic format online on nprocure.com. However, bidder have to submit copy of **physical technical bid with proper spiral binding, page number and indexing within time limit.**
7. A scan copies of all details as required shall be uploaded in electronic format only. During the opening of online technical bid if it is found that above details as mentioned are not submitted in electronic format, RFPs of such bidder shall not be considered.
8. The online RFPs can be up loaded as per time limit mentioned in the schedule. The RFP document comprises of two RFPs i.e. (i) Technical bid and (ii) Commercial bid.
9. In case of queries regarding RFP documents, the list of queries may be sent through email to: tenderit@gmdcltd.com in prescribed format only as under:

Sr. No	Bid Page no	Existing Clause no	Existing Clause	Query	Clarification/ Justification
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Queries should be submitted in the XLS format. No other format of the file will be accepted.

10. **Opening of Technical RFP:** Technical RFPs shall be first opened online as per schedule mentioned in RFP.
11. Technical bid shall be evaluated as per procedures mentioned in the RFP documents. The decision of the committee on evaluation of the bids shall be final and binding to every bidder.
12. **Opening of Commercial bid:** Commercial bid of only qualified bidder whose technical bid is accepted shall be opened.
13. bidder must invariably quote the rate online on every Commercial bid, failing which they shall not be allowed to participate in on line auction.
14. **Contacting Officer:** Further details/clarification if any will be available from the GMDC HO, GM IT 3rd Floor, Khanij Bhavan, 132 ft. Ring Road, Nr Gujarat University Ground, Vastrapur, Ahmedabad- 380052 India
15. RFPs without RFP fees, EMD and which do not fulfil all or any of the conditions of RFP document shall be rejected outright. RFP with incomplete details in any aspect shall also be rejected.
16. Conditional RFP shall not be accepted.
17. This RFP notice shall form a part of RFP document.
18. **The bidders are advised to read carefully all the Instructions and conditions stipulated in the RFP documents.**

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19. GMDC reserves the rights to reject any or all RFPs without assigning any reason thereof.
20. bidders are bound by Government rules and regulations being issued from time to time.
21. Any kind of amendments / corrigendum shall be published only on-line and shall be final and binding to all bidders.
22. The details of RFPs can be seen on website www.gmdcltd.com, <https://tender.nprocure.com>
23. The bid submitted by the bidder shall have valid digital signature certificate.
24. Every bidder shall mention his e-mail address in technical bid.

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SECTION III – SCOPE OF WORK

There are two scopes, one is associated to MPLS works and the other is associated to ILL works. bidder can offer solutions for both or single products as per the requirements.

FOR MPLS CONNECTIVITY

The successful bidders should deliver the MPLS links at all the Locations as per the defined bandwidth on turnkey basis (Should include Last mile connectivity on Wireless or Wired terminations, Pole installation as per the specification etc. For Wireless Device installation on Pole/Tower if UPS Power is required (in case of non-POE device) the Service provider has to extend the same from the Rack room till the Pole Location).

The last miles for primary and secondary links should be different and should come from different POPs ensuring full redundancy as required

Sr No.	Location	Bandwidth in Mbps (Primary)	Bandwidth in Mbps (Secondary)
1	GMDC Akrimota Thermal Power Station Nani Chher, Taluka: Lakhpat, Dist.: Kutch	5	5
2	GMDC Lignite Project, Mata No Madh, Taluka: Lakhpat, Dist Kutch	5	5
3	GMDC Lignite Project, Umarsar, Taluka: Lakhpat, Dist Kutch	5	5
4	GMDC Lignite Project, Tadkeshwar, Taluka: Mandvi, Dist: Surat	5	5
5	GMDC Lignite Project, Rajpardi, Taluka: Jhagadia Dist Bharuch	5	5
6	GMDC Lignite Project, Budhel, Dist Bhavnagar	5	5
7	GMDC Lignite Project, Panandhro, Taluka: Lakhpat, Dist Kutch,	5	5
8	GMDC Bauxite Project, Gadhsisa, Taluka: Mandvi, Dist Kutch	5	5
9	GMDC Bauxite Project, Daban, AT & PO. Naniwamoti, Taluka Abadasa, Dist. Kutch	5	5
10	GMDC Bauxite Project, Kotra Roa, AT & PO. Nandra Taluka : Nakhtrana Dist Kutch	5	5
11	GMDC Bauxite Project, Ratadia, AT & PO. Ratadia Taluka: Mandvi, Dist Kutch	5	5
12	GMDC Bauxite Project, Wandh Gonyasar, AT & PO. Wandh, Taluka: Mandvi, Dist Kutch	5	5
13	GMDC Fluorspar Project, Kadipani, Taluka: Kawant, Dist: Vadodara	5	5
14	GMDC Manganese Project, Shivrajpur, Dist Panchmahal	5	5
15	GMDC Bauxite Project, Bhatia, Taluka Kalyanpur, Dist. Jamnagar.	5	5
16	GMDC Lignite Project Lakhpat Punrajpur Dist Kutch	5	5
17	GMDC Lignite Project Bharkhandham Dist Kutch	5	5
18	GMDC Lignite Project Damal Padia, Dist Bharuch	5	5

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Sr No.	Location	Bandwidth in Mbps (Primary)	Bandwidth in Mbps (Secondary)
19	GMDC Lignite Project Valia, Dist Bharuch	5	5
20	GMDC Lignite Project Ghala, Dist Surat	5	5
21	GMDC Regional Corporate office Bhubaneswar Dist Khordra Odisha Pin code :751023	5	5
22	GMDC Biatarani West Coal Block office, Singhal Tower, Kanchan Bazar Road, Angul Town, Angul Odisha Pin code :759122	5	5
23	GMDC IDCO Plot no 5 Badmal, Industrial Growth Center, Jharsuguda Pin code :768105	5	5
24	GMDC Corporate Office (DC) Khanij Bhavan 132 - Ring Road, Vastrapur, Ahmedabad -52,	35	35
25	OCI Mumbai	150	150
26	OCI Hyderabad	10 (Burstable to 75)	10 (Burstable to 75)

FOR ILL CONNECTIVITY

The successful bidders should deliver the ILL links at all the Locations as per the defined bandwidth on turnkey basis (Should include Last mile connectivity, Pole installation as per the specification. For Wireless Device installation on Pole/Tower if UPS Power is required (in case of non-POE device) the Service provider has to extend the same from the Rack room till the Pole Location)

The last miles for primary and secondary links should be different and should come from different POPs ensuring full redundancy as required

Sr No.	Location	Bandwidth in ILL (Primary)	Bandwidth in ILL (Secondary)
1	GMDC Akrimota Thermal Power Station Nani Chher, Taluka: Lakhpat, Dist.: Kutch	10	10
2	GMDC Lignite Project, Mata No Madh, Taluka: Lakhpat, Dist Kutch	10	10
3	GMDC Lignite Project, Umarsar, Taluka: Lakhpat, Dist Kutch	10	10
4	GMDC Lignite Project, Tadkeshwar, Taluka: Mandvi, Dist: Surat	10	10
5	GMDC Lignite Project, Rajpardi, Taluka: Jhagadia Dist Bharuch	10	10
6	GMDC Lignite Project, Budhel, Dist Bhavnagar	10	10
7	GMDC Lignite Project, Panandhro, Taluka: Lakhpat, Dist Kutch,	10	10
8	GMDC Bauxite Project, Gadhsisa, Taluka: Mandvi, Dist Kutch	10	10
9	GMDC Bauxite Project, Daban, AT & PO. Naniwamoti, Taluka Abadasa, Dist. Kutch	10	10
10	GMDC Bauxite Project, Kotra Roa, AT & PO. Nandra Taluka : Nakhtrana Dist Kutch	10	10
11	GMDC Bauxite Project, Ratadia, AT & PO. Ratadia Taluka: Mandvi, Dist Kutch	10	10
12	GMDC Bauxite Project, Wandh Gonyasar, AT & PO. Wandh, Taluka: Mandvi, Dist Kutch	10	10

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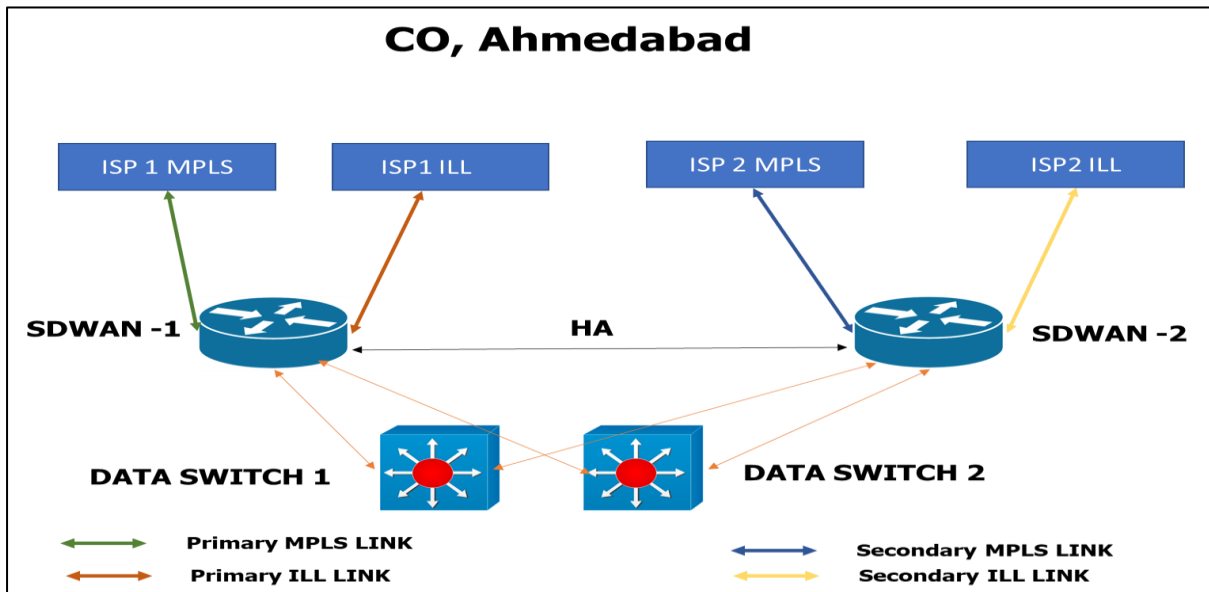
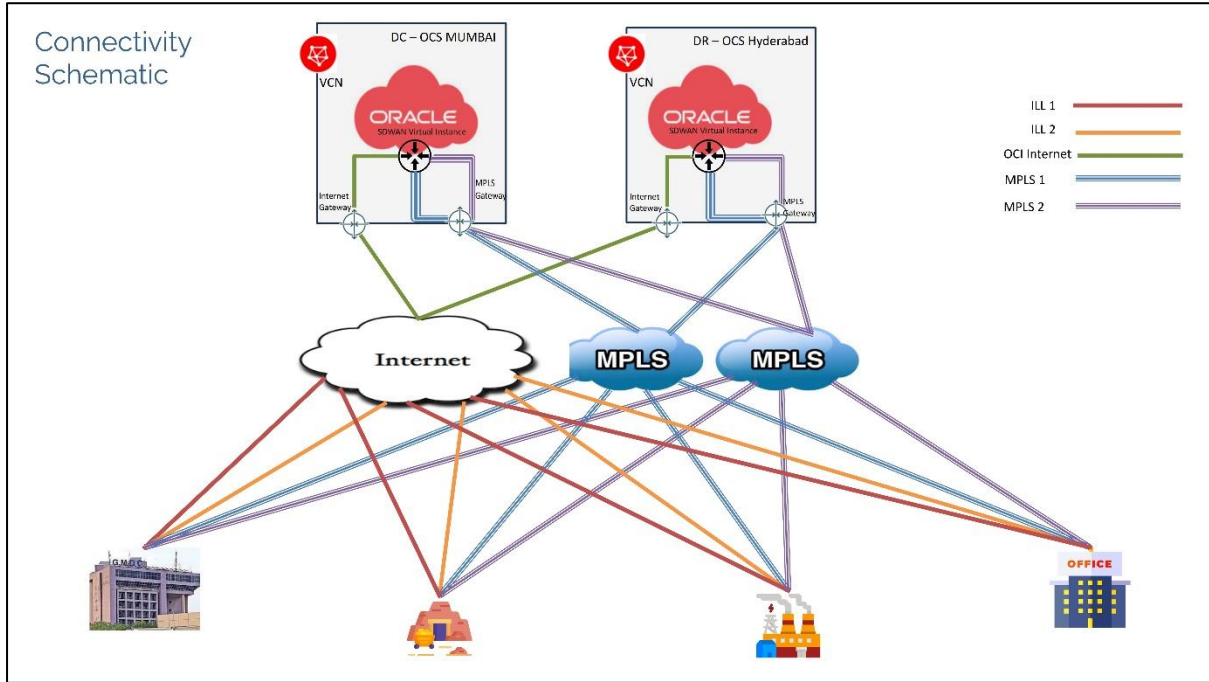


Sr No.	Location	Bandwidth in ILL (Primary)	Bandwidth in ILL (Secondary)
13	GMDC Fluorspar Project, Kadipani, Taluka: Kawant, Dist: Vadodara	10	10
14	GMDC Manganese Project, Shivrajpur, Dist Panchmahal	10	10
15	GMDC Bauxite Project, Bhatia, Taluka Kalyanpur, Dist. Jamnagar.	10	10
16	GMDC Lignite Project Lakhpat Punrajpur Dist Kutch	10	10
17	GMDC Lignite Project Bharkhandham Dist Kutch	10	10
18	GMDC Lignite Project Damal Padia, Dist Bharuch	10	10
19	GMDC Lignite Project Valia, Dist Bharuch	10	10
20	GMDC Lignite Project Ghala, Dist Surat	10	10
21	GMDC Regional Corporate office Bhubaneswar Dist Khordra Odisha Pin code :751023	10	10
22	GMDC Biatarani West Coal Block office, Singhal Tower, Kanchan Bazar Road, Angul Town, Angul Odisha Pin code :759122	10	10
23	GMDC IDCO Plot no 5 Badmal, Industrial Growth Center, Jharsuguda Pin code :768105	10	10
24	GMDC Corporate Office (DC) Khanij Bhavan 132 - Ring Road, Vastrapur, Ahmedabad -52,	100	100
25	OCI Mumbai	50	50
26	OCI Hyderabad	10 (Burstable to 25)	10 (Burstable to 25)
27	Lathedi, Ta:Abdasa, Dist:Kutchh	10	-
28	Mota Gunda, Ta: Bhanvad, Dist: Devbhumi Dwarka	10	-
29	Vavaniya, Ta: Maliya Miyana, Dist: Rajkot.	10	-
30	Vasai, Ta:Dwarka, Dist : Devbhumi Dwarka.	10	-
31	Adodar, Ta: Porbandar, Dist: Porbandar.	10	-
32	Balambha, Ta:Jodiya, Dis: Jamanagar	10	-
33	Opposite of Nav vidhan school saint marry campus , Moduka road, Taluka - vichiya, District- Rajkot, Pin code- 360055.	10	-

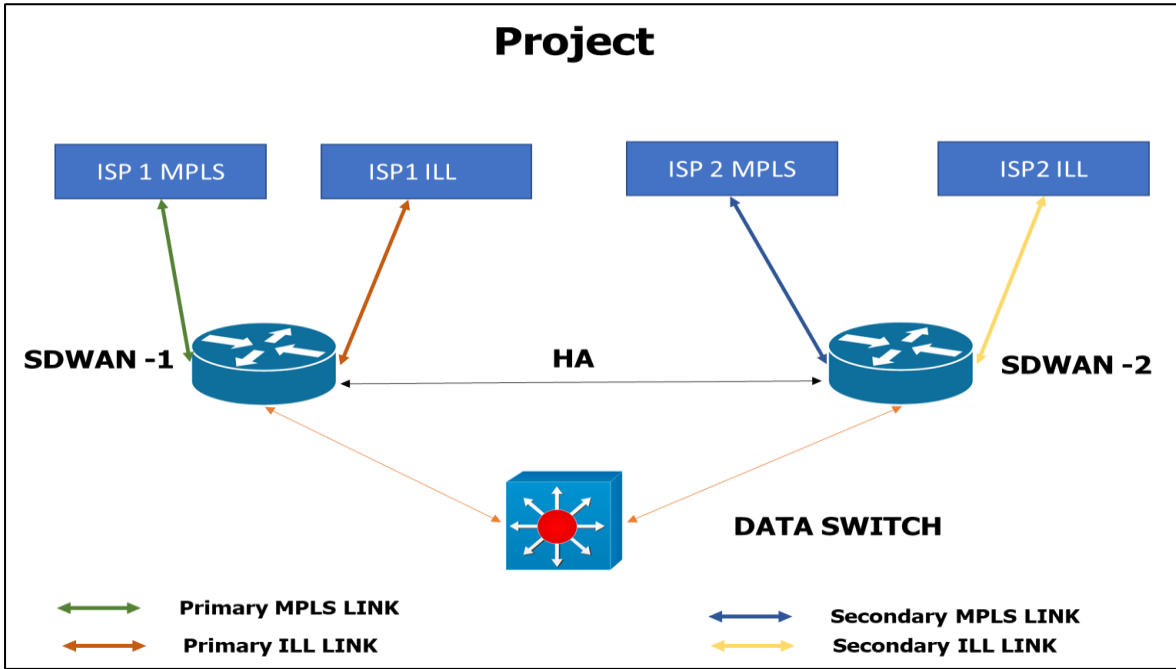
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ARCHITECTURE CONNECTIVITY DIAGRAM



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SECTION IV – PRE-QUALIFICATION CRITERIAS

Pre-Qualification for MPLS offerings

PRE QUALIFICATON-CRITERIA TABLE FOR MPLS OFFERINGS		
	Criteria	Supporting to be given
1	LEGAL ENTITY	
	Bidder should be a legal entity registered in India under either Indian Companies Act 1956/2013 or LLP Act 2008 from last 5 years as on bid submission date	A copy of the Certificate of Incorporation
2	GST REGISTRATION	
	The bidder should have valid GST registration in India	GST Registration certificates issued by competent authority
3	POWER OF ATTORNEY/ BOARD RESOLUTION	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the RFP signing authority.
	The bidder should submit an authorization letter for authorizing the RFP signing authority for signing and submission of the RFP.	
4	Experience of Executing similar works associated to MPLS supply and associated O&M in Government, PSUs and Corporates in India within the last 5 years Three projects of similar nature costing not less than 50 Lac value of warded and the order should be for minimum 10 Locations	Copy of Commissioned / Completion certificate from Client along with the copy of purchase Order.
5	FINANCIAL CAPABILITY	
	The bidder should have overall average annual turnover of at least INR 50 Crore in last 3 financial years (FY20-21, FY 21-22, FY 22-23) from the connectivity business (MPLS/ILL/IPLC etc.)	Certificate(s) from statutory auditor with all relevant details to be submitted by the bidder.
6	OPERATING LICENCES	
	The bidder should be a valid Layer 3 MPLS Service Provider under the Licenses of Government of India (Gol) or National Long Distance NLD/Basic Operator having own MPLS VPN Business for a minimum period of 5 Years from the last date of bid submission date	Attested copy the License issued by the competent authority
7	NON- BLACKLISTING/HOLIDAY LIST/NON-LIQUIDATION / COURT RECEIVERSHIP	Self-Certification from the authorized signatory of the bidder
	The bidder should not have been blacklisted or placed on Holiday List or under Non-Liquidation or under Court Receivership by any Indian or International Government (Central/ state /PSU) Organization during the last 3 years from the date of bid submission date	
8	The bidder must have one fully functional Network Operation Centre (NOC) in India and Service support centres in Gujarat, Odisha, Mumbai and Hyderabad	Details of NOC facility and service support centres as per the specified location in the PQ clause to be submitted by the bidder

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Pre-Qualification for ILL offerings

PRE QUALIFICATION-CRITERIA TABLE FOR ILL OFFERINGS		
	Criteria	Supporting to be given
1	LEGAL ENTITY	
	Bidder should be a legal entity registered in India under either Indian Companies Act 1956/2013 or LLP Act 2008 last 5 years as on bid submission date	A copy of the Certificate of Incorporation List of relevant orders highlighting the bidder's work experience in the listed domain and their performance continuity during the last 5 years
2	GST REGISTRATION	
	The bidder should have valid GST registration in India	GST Registration certificates issued by competent authority
3	POWER OF ATTORNEY/ BOARD RESOLUTION	
	The bidder should submit an authorization letter for authorizing the RFP signing authority for signing and submission of the RFP	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the RFP signing authority.
4	Experience of Executing similar works associated to ILL supply and associated O&M in Government, PSUs and Corporates in India within the last three years Three projects of similar nature costing not less than cumulative in one year 30 Lacs value of awarded and the order should be for minimum 10 Locations.	Copy of Commissioned / Completion certificate from Client along with the copy of purchase Order.
5	FINANCIAL CAPABILITY	
	The bidder should have overall average annual turnover of at least INR 25 Crore in last 3 financial years (FY20-21, FY 21-22, FY 22-23) from the connectivity business (MPLS/ILL/IPLC etc.)	Certificate(s) from statutory auditor with all relevant details to be submitted by the bidder.
6	OPERATING LICENCES	
	The bidder should have valid category "Class A" ISP license for a minimum period of 5 Years from the last date of bid submission date	A copy of the appropriate certificate or license must be submitted.
8	NON- BLACKLISTING/HOLIDAY LIST/NON-LIQUIDATION / COURT RECEIVERSHIP	
	The bidder should not have been blacklisted or placed on Holiday List or under Non-Liquidation or under Court Receivership by any Indian or International Government (Central/ state /PSU) Organization during the last 3 years from the date of bid submission date	Self-Certification from the authorized signatory of the bidder
9	The bidder must have one fully functional Network Operation Centre (NOC) in India and Service support centres in Gujarat, Odisha, Mumbai and Hyderabad	Details of NOC facility and service support centres as per the specified location in the PQ clause to be submitted by the bidder

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SECTION V- INSTRUCTION TO BIDDERS

Section Details: -

Section -1	Introduction
Section -2	Project Brief and Details
Section -3	Schedule of the Project and information related to online bidding
Section -4	Details of the Existing infrastructure
Section -5	Scope of Work
Section -6	Bid Pre-qualification Criteria
Section -7	Instruction to the bidders
Section -8	Unpriced BOQ format (to be submitted in the technical Bid)
Section -9	Priced BOQ Format (To be submitted online)
Section 10 Annexures	Annexure – I - Format of Earnest Money Deposit in the form of Bank Guarantee Annexure – II: Performance Bank Guarantee Format Annexure – III: Earnest Money Deposit & RFP Fee Details Annexure IV - RFP letter form Annexure V – Declaration for Non-Black Listing Annexure VI - Work Experience details -as mentioned in the Pre- qualification criteria Annexure VII - Financial Strength of the bidder Annexure VII - Bank List Annexure IX – Location addresses of HO and GMDC remote locations

Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of the Bid and GMDC will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

Bidding documents

bidders can download the bid document and further amendment if any freely available on <https://tender.nprocure.com> .in and submit the same on N procure on or before due date of the RFP. bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

Due Diligence

The bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this RFQ Document. The bid should be precise, complete and in the prescribed format as per the requirement of the RFP Document. Failure to furnish all information required by the RFQ Document or submission of a bid not responsive to the RFQ Document in every respect will be at the bidder's risk and may result in rejection of the bid. GMDC LTD. shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the bidder.

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Clarification on bidding documents

Bidders can seek written clarifications from date of issue of the RFP document, to: General Manager IT 3rd Floor Khanij Bhavan during office hours, E-mail: tenderit@gmdcltd.com in prescribe format.

Amendment of bidding documents

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

All prospective bidders will be notified of the amendment and such modification will be binding on them. bidders are also requested to browse the website of GMDC i.e. www.gmdcltd.com or <https://tender.nprocure.com> for further amendments if any.

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

Contact Details

All inquiries concerning this procurement are to be addressed to the following;

General Manager (IT)
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan, 132' Ring Road, University Ground,
Vastrapur, Ahmedabad 380 052
(EPABX :079-27913501, 27913200)
E-mail: tenderit@gmdcltd.com

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 GMDC shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

Consortium / Joint Venture / Subcontracting:

Consortium / Joint Venture / Subcontracting are not allowed.

The Successful bidder shall not change the constitution of the bidder/name during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.

Statutory Obligations

If any amount becomes payable by GMDC because of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Successful bidder for which GMDC will not be responsible for any compensation.

The Successful bidder shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfilment of the prevailing Rules

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and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.

Section comprising the bids

The bid submitted shall have the following documents:

The Bid Security (Physically Submission at GMDC)

The bid security to be furnished to GMDC office on or before due date. The details are required to be filled in this section. A non-interest-bearing Earnest Money Deposit ₹ 6,00,000.00 (For MPLS services) and A non-interest-bearing Earnest Money Deposit ₹ 6,00,000.00 (For ILL services) in any of the following forms:

Demand Draft in favour of GMDC Limited Payable at Ahmedabad.

OR

Bank Guarantee from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in **favour** of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.

OR

Bank details for submitting RFQ Processing Fees and EMD through NEFT/RTGS:

Bank Name: ICICI Bank

Name of beneficiary: GUJARAT MINERAL DEVELOPMENT CORPORATION LTD. Address: JMC house Branch, Ambawadi, Ahmedabad

Account No: 0024050193 79 IFSC Code: I C I C 0 0 0 0 2 4

Technical Section

(Physical Submission at GMDC)

- Clause by clause Compliance statement for Bid document including all annexure to be submitted.
- All annexure / Table, duly filled-in with necessary proofs, as required and stated in the bid document
- Letter of Authority for signing the bid.
- Solution document

A soft copy of the complete technical bid in the USB should be submitted along with the physical bid and the same should contain

- Reference documents in PDF format
- Tables and annexures in editable format (will be used for evaluation purposes)

Price bid (in the prescribed format Online only)

Bid forms

Wherever a specific form is prescribed in the Bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection.

For all other cases, the bidder shall design a form to hold the required information.

GMDC shall not be bound by any printed conditions or provisions in the bidder's Bid Forms

Fraudulent & corrupt practice

Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among bidders (prior to or after Bid

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submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the GMDC of the benefits of free and open competition.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution

GMDC will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

Lack of information to bidder

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

Work Order obligations

If after the award of the work order, the successful bidders do not sign the Service Level Agreement or fails to furnish the Performance Bank guarantee within fifteen (15) working days along with the inception report and working schedule as per the RFP requirements & if the operation is not started within fifteen(15) working days after submission of P.B.G. as mentioned, GMDC reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

Bid price

For services costs offered in INR the prices should be exclusive of all taxes and inclusive of all duties

The priced bid should indicate the prices in the format/price schedule only.

Any effort by a bidder or bidder’s agent / consultant or representative howsoever described to influence the GMDC/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of work order shall entail rejection of the bid.

Bid currency

The prices should be quoted in Indian Rupees. Payment for the services as specified in the agreement shall be made in Indian Rupees.

Unsuccessful bidder's bid security will be refunded within thirty (30) days from the award of work to the successful bidder.

The successful bidder's Bid security will be discharged upon the successful bidder signing the Service Level Agreement, and furnishing the Performance Bank Guarantee.

The Bid security may be forfeited at the discretion of GMDC, because of one or more of the following reasons:

The bidder withdraws their Bid during the period of Bid validity specified by them on the Bid letter form.

bidder does not respond to requests for clarification of their Bid.

bidder fails to co-operate in the Bid evaluation process, and in case of a successful bidder, the said bidder fails:

- To sign the Service Level Agreement in time
- To furnish Performance Bank Guarantee

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Period of validity of bids

Bids shall remain valid for 180 days after the date of bid opening prescribed by GMDC. A bid valid for a shorter period shall be rejected.

In exceptional circumstances, GMDC may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A bidder granting the request is not required nor permitted to modify the Bid.

Format and signing of bid

The documents to be uploaded shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract/ Concession Agreement. All the pages to be uploaded, shall be signed by the person or persons signing the bid.

The complete bid shall be without alteration or erasures, except those to accord with instructions issued by the GMDC or as necessary to correct errors made by the bidder, in which case such corrections shall be initialized by the person or persons signing the bid.

Bid due date

Bid must be uploaded by bidder at given N procure website not later than the bid submission date specified in the RFP.

The GMDC may, at its discretion, on giving reasonable notice by fax, e-mail, website upload or any other written communication to all prospective bidders who are planning to bid and extend the bid due date, in which case all rights and obligations of the GMDC and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

Late bid

Any bid received by the GMDC after the bid due date/time prescribed in RFP shall be rejected.

Modification and withdrawal of bid

The bidder may modify or withdraw his bid before the last date of submission of bids through the e-Bidding website <https://tender.nprocure.com>.

No bid may be modified after the deadline for submission of the bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid EMD.

Opening and evaluation of bids

An evaluation committee has been formed for the evaluation of the bids. Decision of the committee would be final and binding upon all the bidders.

GMDC will open all bids (only Technical Bids at the first instance) through the e-Bidding website of in the presence of bidder or his representative who choose to attend, and at the following address in the presence of the representatives of the bidders who choose to attend, at the time, date and place, as mentioned in RFP Document.

In the event of the specified date of Bid opening being declared a holiday for the GMDC, the Bids shall be opened at the appointed time and location on the next working day. It is, therefore, advised to send a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot.

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The bidder's names, modifications, bid withdrawals, and the presence or absence of the requisite EMD and such other details considered appropriate will be announced at the bid opening.

Evaluation process

The evaluation process of the RFP, proposed to be adopted by the GMDC is indicated under this clause. The purpose of this clause is only to provide the bidders an idea of the evaluation process that the GMDC may adopt. However, the GMDC reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever and without any requirement of intimating the bidders of any such change.

Evaluation of bid

bidders need to fulfil all the Technical criteria and conditions mentioned in RFP document. GMDC will examine the bids to determine whether they are complete, whether the bid format confirms to the RFP's requirements, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order including Techno commercial compliance.

A bid determined as not substantially responsive will be rejected by the GMDC and may not subsequently be made responsive by the bidder by correction of the nonconformity. Evaluation of technical bid

Firstly, the technical bid document will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in RFP document

The commercial bids of only the technically qualified bidders will be opened for further processing. It is however, clarified that, subject to other provisions of this document, every bidder will have to fulfil the minimum technical specifications laid down in the RFP for being qualified technically.

In order to assist in the examination, evaluation and comparison of Bids, GMDC may at its discretion ask the bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. However, while giving a clarification, a bidder may offer a higher specification or model without any impact on Financial Bid to be opened subsequently.

Announcement of bids

The bidder names, bid modifications or withdrawals and such other details as the GMDC at discretion may consider appropriate, will be announced at the bid opening.

Bids not considered for evaluation

Bids that are rejected during the bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

Criteria for evaluation of bids

A three-stage procedure will be adapted for evaluation of proposals, with the technical qualification being completed before the commercial evaluation and there after financial proposal being opened and compared. Pursuant to the Technical qualification criterion bidders will be short-listed for opening of commercial bid. The bidder with the lowest price will be declared L1. The technical bids for the disqualified BIDDERS will be returned unopened at the address mentioned on the envelopes containing the technical bid.

Conditional bids are liable to be rejected.

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Opening and comparison of the financial bids

The financial bids of technically qualified bidders will be open. The L1 bidder will be awarded the contract for primary links and L2 bidder will be awarded the contract for the secondary links if they match the negotiated L1 pricing (Bandwidth and Capex and Installation charges). In case L2 doesn't match the pricing for secondary links requirements then GMDC will negotiate the prices with the L3 bidder.

Contacting GMDC

Any effort by a bidder to influence GMDC officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer. If the bidder wishes to bring additional information to the notice of the GMDC, it should do so in writing.

Rejection of bids

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

Procurement Process & Choice of Firm

GMDC, will have the discretion to choose to enter into price negotiations with L1 bidder. GMDC may ask bidder to match Lowest prices under each item / head. The L1 bidder will be awarded the contract for primary links. For Secondary link, GMDC will enter into price negotiation with L2 bidder. L2 bidder will be awarded the contract for the secondary links only if they match the negotiated L1 pricing (Bandwidth and Capex and Installation charges). In case L2 doesn't match the pricing of L1 for secondary links requirements then GMDC will negotiate the prices with the L3 bidder and subsequently with L4 bidder.

GMDC's right to vary requirements at time of award: GMDC reserves the right at the time of award to increase or decrease quantity for the service requirements originally specified in the document without any change in Bid rate or other terms and conditions.

In case, if lowest priced successful bidder does not accept the award of work order or found to be involved in corrupt and/or fraudulent practices the next lowest bidder will be awarded the work order. In such scenario, the lowest bidder must Bear the difference between lowest prices and next lowest prices.

Signing of Contract, Service Level Agreement and Non-Disclosure Agreement (NDA)

Post Issuance Workorder, The successful bidders shall have to submit the PBG. Then the successful bidders are required to sign the Contract, Service Level agreement (SLA) and NDA in line with the bidding documents.

The successful Bidder shall submit security deposit of 10% of the total contract value excluding Goods & Service Tax (GST) within 15 days from the date of receipt of LOI in any one of following form

Demand Draft in favour of GMDC Limited Payable at Ahmedabad.

OR

Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC for a period of not less than 66 (Sixty Six months) months from the date of receipt of Work order and shall be renewed from time to time in case of requirement.

OR

Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR for approved bank). It

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should be valid for a period of not less than 66 (Sixty Six months) from the date of receipt of Work order and shall be renewed from time to time in case of requirement.

Security deposit shall not bear any interest under any circumstances.

GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-

If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.

The shortfall amount of all compensations, penalties and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.

Any other dues because of statutory compliance.

Upon the successful bidder's furnishing of Performance Bank Guarantee and signing of Service Level Agreements, The Bid Security of all unsuccessful bidders will be refunded. Once the acceptance of Work order is issued and PBG is submitted by the bidder,. The bidder should start the works as per the Scope defined.

Force majeure

Force majeure is herein defined as any cause which is beyond the control of the successful bidder or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

Natural phenomena such as floods, draughts Cyclone, earthquake and epidemics, declaration of war.

Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.

The successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.

For delay arising out of Force Majeure, the successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the successful bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did exist.

If any of the Force Majeure conditions exists in the place of operation of the successful bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

The successful bidder or the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to the hereinafter provided, be extended by a reasonable time.

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Service Level Agreement obligations

Once a Service Level Agreement is confirmed and signed, the terms and conditions contained therein shall take precedence over the successful bidders bid and all previous correspondence.

Use of Service Level Agreement documents and information

The successful bidder shall not without prior written consent from GMDC disclose the Service Level Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of GMDC in connection therewith to any person other than the person employed by the bidder in the performance of the Service Level Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.

The successful bidder shall not without prior written consent of GMDC make use of any document or information made available for the project except for purposes of performing the Service Level Agreement.

All project related documents issued by GMDC other than the Service Level Agreement Itself shall remain the property of GMDC and Originals and all copies shall be returned to GMDC on completion of the successful bidder performance under the Agreement, if so required by the GMDC.

Exit Clause

As per the business requirements GMDC may close its remote offices during the contract period. In such cases, GMDC shall have right to surrender the link by giving 1 months' notice period.

Bandwidth upgrade and downgrade rates

GMDC may require higher bandwidth or it may downgrade the bandwidth or terminate the links at certain locations in line with the requirements. The multiplication factors for the particular bandwidth (upgrade/downgrade), on the basis of which price of other bandwidths will be computed, are given below:

PART-A for MPLS

Bandwidth Upgrade Rates up to 200 Mbps for the CO and OCI (Mumbai and Hyderabad)

Bandwidth Category	Multiplication factor for recurring costs of Links	Multiplication factor for Onetime costs of Links
75 Mbps	W (discovered price)	A (discovered price)
100 Mbps	1.20 W	-No Additional Cost-
125 Mbps	1.30 W	0.25 A
150 Mbps	1.40 W	0.25 A
175 Mbps	1.60 W	0.50 A
200 Mbps	1.80 W	0.50 A

Bandwidth Downgrade Rates up to 25 Mbps for the CO and OCI (Mumbai and Hyderabad)

Bandwidth Category	Multiplication factor for recurring costs of Links
75 Mbps	W (discovered price)
50 Mbps	0.80W
25 Mbps	0.60W

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For Downgrading the bandwidth one month notice period will be given to be bidder and post that new rates for the downgraded bandwidth will apply. For termination of link conditions as defined in the exit clause will be applicable.

Bandwidth Upgrade Rates up to 20 Mbps for the Remote Sites

GMDC would go for up gradation of bandwidth for remote offices where 5 Mbps is initially provisioned and needs up gradation as per requirement. The multiplication factors of such requirements will be as per below mentioned table.

Bandwidth Category	Multiplication factor for recurring costs of Links	Multiplication factor for Onetime costs of Links
5 Mbps	X (discovered price)	B(discovered price)
10 Mbps	1.20 X	-No Additional Cost-
15 Mbps	1.40 X	0.25 B
20 Mbps	1.60 X	0.50 B

PART-B for ILL

Bandwidth Upgrade Rates upto 200 Mbps for the CO and OCI (Mumbai and Hyderabad)

GMDC would require higher bandwidth for HO and aggregation locations. The multiplication factors for the particular bandwidth, on the basis of which price of other bandwidths will be computed, are given below:

Bandwidth Category	Multiplication factor for recurring costs of Links	Multiplication factor for Onetime costs of Links
50 Mbps	Y (discovered price)	C (discovered price)
75 Mbps	1.20 Y	-No Additional Cost-
100 Mbps	1.30 Y	0.25 C
125 Mbps	1.40 Y	0.25 C
150 Mbps	1.60 Y	0.50 C
175 Mbps	1.80 Y	0.50 C
200 Mbps	2.00 Y	0.75 C

Bandwidth Downgrade Rates upto 10 Mbps from 50 Mbps for the CO and OCI (Mumbai and Hyderabad)

Bandwidth Category	Multiplication factor for recurring costs of Links
50 Mbps	Y (discovered price)
40 Mbps	0.85 Y
30 Mbps	0.70 Y
20 Mbps	0.55 Y
10 Mbps	0.25 Y

For Downgrading the bandwidth one month notice period will be given to be bidder and post that new rates for the downgraded bandwidth will apply

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Bandwidth Upgrade Rates up to 30 Mbps for the Remote Sites

Bandwidth Category	Multiplication factor for recurring costs of Links	Multiplication factor for Onetime costs of Links
10 Mbps	Z (discovered price)	D (discovered price)
15 Mbps	1.20 Z	-No Additional Cost-
20 Mbps	1.40 Z	0.25 D
30 Mbps	1.60 Z	0.50 D

The above calculation reflects in the increment in the Recurring costs and One-time cost of the links which GMDC. Apart from this GMDC will not pay any extra charges to the bidder.

The maximum lead time to upgrade the bandwidth will be 15 days after issue of Workorder.

Resolution of disputes

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.

In the case of such failure the dispute shall be referred to a sole arbitrator

Arbitration

All questions, disputes, differences whatsoever which may at any time arises between the parties to this RFQ and subsequent contract in connection with the RFQ and subsequent contract or any matter arising out of or in relation there to, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only

Jurisdiction

The matter related to any dispute or difference arising out of this RFQ and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

Taxes & duties

The successful bidder will be liable for all taxes and duties as in force from the time of the signing of agreement till performance liability period expires, may arise by any law comes to the notice of GMDC or comes in force etc. This must be noted for compliance at any time.

Bankruptcy

If the Successful bidder commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to GMDC and in reasonable time during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees as may be required by GMDC but not exceeding the value of the work

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for the time being remaining unexecuted.

In the event of stoppage of performance under the contract, the period of option under this clause shall be decided by GMDC considering the situation, provided that the above option is not exercised, GMDC may terminate the contract by serving notice in writing to the Successful bidder. The power and provision so reserved to GMDC on taking of the work out of the Successful bidder's hands shall apply as far as they may be when the contract is so terminated

Payments terms

1	No advance payment will be made	
2	For One Time expenses	100% against receipt of material post inspection and Certification of GMDC/TPA personnel for Installation, Go Live and Acceptance Test (AT) Installation charges would be paid once the system becomes Live and AT is done for All Location.
3	For MPLS/ILL (Usage charges Recurring)	Post Quarterly bills to be raised with Uptime reports and payment will be released after deducting Statutory charges and Penalty (if any).

The bills, submitted at the office of General Manager (IT) will be processed within 30 days considering the following deductions.

- Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
- Cost of any other services provided / material supplied, if any, by the GMDC.
- Liquidated damages,
- Other deductions, if any.

Service terms

The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.

It is mandatory for the successful bidder to deploy qualified professional to install, commission & maintain the equipment and links, as defined under scope of work.

Liquidated Damages

Liquidated damages for delay in implementation during the project stage/ addition of new sites/Shifting of Links in the same premises

Failure to complete the Service Delivery: If the successful bidder fails to complete the Service Delivery within the time (s) specified in the Work Order **GMDC may, without prejudice to its other remedies under the Agreement, levy as Liquidated damages , a sum equivalent to 1% of the contract value for each week (Week means 6 days per week) of delay, until actual delivery. The maximum aggregate Liquidated Damages will not exceed 10% of the contract.** if the delay continues beyond 12 weeks, GMDC may terminate the Agreement. (Delay of more than 3 days will be counted as a week for determination of liquidated damages)

Service Level Parameters

The minimum values of the acceptable performance parameters are defined in the table below for MPLS and ILL Links and based on the same the penalty clause for non-performance of links is defined

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SERVICE LEVEL PARAMETER DEFINATION FOR MPLS AND ILL LINKS			
Sr. No.	Service Lever Parameter: SLA	Minimum requirement per month per location for MPLS Links	Minimum requirement per month per location for ILL Links
1.	Link Throughput	1:1 (Upstream and Downstream)	1:1 (Upstream and Downstream)
2.	Link availability at each location	99.50 %	99.50 %
3.	Packet Loss in each link	Less than 1.0 %	Less than 1.0 %
4.	Average Packet Latency for Locations (CPE to CPE)	Maximum 100 milli seconds (ms)	
5.	Round Trip Delay for ILL Links at all Locations	NA	Maximum 100 milli seconds (ms) for India and Maximum 200 milli seconds (ms) outside India
6.	If the availability* of link is less than 90% for the month, then the link will be considered as DOWN for the reported month and no payment will be made for the month.		

- a) The successful bidder should give uptime guarantee as mentioned in the Point (1) of SLA on monthly basis for each location. In case uptime falls below the guaranteed level, GMDC will impose a penalty as per Table defined in the penalty clause section below. n.
- b) In case of last mile link failure to GMDC at HO or OCI (Hyderabad and Mumbai), all the locations connected will be treated as down and penalty, as defined below, will be applicable till all the last mile connectivity is restored.
- c) In case of link failure due to WAN Network hardware (installed and maintained by the successful bidder) failure, appropriate penalty as specified below will be applicable.
- d) In case Network Performance is not as committed, the penalty shall be imposed as below table
- e) Down time due to the following situations will not be considered for the purpose of penalty calculation for downtime:
 - Link down due to power failure and SDWAN (Customer Premises Equipment's)
 - Scheduled maintenance by the successful bidder, with prior intimation.

*where Availability should be calculated on 24x7x365 basis

The Successful bidder shall ensure a minimum uptime for the specified services.

- 99.5% (on monthly basis) for the all links on Fiber/Copper/RF

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Penalty Clause during O&M Period

Calculation of Penalty would be done on Monthly basis and Deduction shall be made on quarterly basis from the contract charges of the specified service at a specific location.

The deduction criterion is given below

Table showing applicable Penalty Linked to Uptime for MPLS and ILL Links		
Uptime for MPLS Links	Uptime for ILL Links	% age deduction of monthly charges of a specified service at specific location.
≥99.5	≥99.5	0%
≥99.0 and <99.5	≥99.0 and <99.5	2%
≥98.5 and <99.0	≥98.5 and <99.0	5%
≥96.5 and <98.5	≥96.5 and <98.5	10%
≥94 and <96.5	≥94 and <96.5	30%
≥92 and <94	≥92 and <94	50%
≥90 and <92	≥90 and <92	75%
Below 90	Below 90	100%
Link Parameters (Latency, Packet Loss, Round Trip Delay) will be measured on random basis but not less than 2 times in a month.		Rs. 5000/- per incident each parameter which is not met the required Link parameters.

Project implementation

The successful bidder will implement the project strictly as per the plan approved by GMDC.

GMDC will form committee for Project and all inspection, installation; commissioning and acceptance of work will be undertaken by bidder which will be approved by appointed committee. All Invoices, Vouchers, Bills for services by the bidder under the scope of the work will be verified vetted and accepted by the GMDC committee for release of payment.

As part of implementation the bidder shall provide details of tools and manpower required.

The successful bidder shall provide, log analysis and other associated training required to monitor the security infrastructure to GMDC Personnel at no cost to GMDC. The training schedule, content and modalities will be defined jointly by both the parties. In case Certification for the said services is possible bidder should consider the training costs to train 04 GMDC team members.

In case the service delivery is rejected owing to its non-conformity to the specifications or due to the poor quality of workmanship, the same shall be done again promptly. No additional cost for the same will be paid by GMDC

The successful bidder shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from GMDC.

The successful bidder shall have to furnish the documentation of the work undertaken in consultation with official-in-charge/GMDC rep. 03 sets of such documentation should be provided before the issue of completion certificate.

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It is a turnkey project. The successful bidder shall be fully responsible for implementing the Project in totality and should include the items and their prices, if not included in Schedule of Requirement to complete the project on turnkey basis. Any claim whatsoever in this regard will not be entertained later.

In the event of the delay in delivery services is not satisfactory the purchaser may procure services from else ware as prescribed in bid and the successful bidder shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the BIDDER.

The successful bidder shall be responsible and take required insurance for all their representatives working on the site at their own cost. GMDC will not be responsible for any injury, loss or damage to any of the representatives of the BIDDER during the said contract. The successful bidder should strictly comply to GMDC EHS (Environment Health and Safety policy) and should start work execution post submission of the necessary documents and safety evidences as per the requirement of EHS officer on Site. This should be strictly followed in the Mines area.

All work shall be performed and executed by the successful bidder should be in strict conformity with the engineer-in-charge / representative from GMDC and any relative instruction issued to the BIDDER by the Engineer in- charge from time to time.

Limitation of liability:

The successful bidder's cumulative liability for its obligations under the contract shall not exceed the contract value and the successful bidder agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

Termination for convenience:

Either party may terminate the said Service Level Agreement at any time by giving thirty (30) days prior written notice to the other Party. Upon termination, the GMDC shall pay to Successful bidder all undisputed amounts for all products and services delivered up to the date of termination.

Risk purchase:

If successful bidder fails to cure the breach in the agreed duration and accept its inability to correct, GMDC may terminate the part of the contract that is breached and employ a third party to do the work at the risk & cost of successful bidder. The successful Bidder shall not be liable for any compensation for the work executed this way. The successful bidder shall execute the balance part of work as agreed under the contract.

Foreclosure:

In case of any necessity arising due to working conditions or any unforeseen reason not in the control of the GMDC or any reason whatsoever GMDC shall be at liberty to Fore close the contract without assigning any reasons or notice there for. For this no compensation will be payable to the successful bidder

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SECTION – VI SPECIFICATIONS FOR MPLS & ILL SERVICES

Generic Specifications to be Complied by the bidders providing MPLS and ILL Services

Bidders network should support access control list (ACL) Support, SNMP v2 & v3 support, Network Time Protocol Version 4 (NTPv4), Syslog, Ping, Trivial File Transfer Protocol (TFTP), Secure Shell version 2 (SSHv2) and Internet Protocol version 6 (IPv6) support.

Bidder has to replace/repair faulty/damaged equipment at the bidder's own cost, irrespective of the reason of fault/damage within the SLA time limit, during the contract period. However, the "force majeure" clauses will apply. External antennas should have proper lightning arrester, wherever necessary.

The bidders are expected to do a site survey for feasibility and for positioning of the terminating equipment. They should clearly inform about the equipment that will be deployed and share the data related to its physical, electric and any other specifications.

The service provider, without any additional cost to the GMDC, provide adequate protection for the pole/antenna like monkey protection cage / snow shield / others wherever necessary, to prevent disturbances to the alignment causing communications failure.

The Service provider should do all internal cabling till CPE for successful commissioning of the required for MPLS/ILL link without any additional cost to the GMDC. Bidder should provide all required cables for connecting to the CPE at no extra cost to the GMDC.

The network equipment shall support Packet Filtering, TCP spoofing, IPv4 & IPv6 both, QoS on both inbound and outbound traffic and other industry standard protocol.

The MTU (maximum transmission unit) size should be 1500 bytes.

Any other equipment which are not mentioned in this RFP but are required for making the link operational on the network via wired/wireless shall be provided and maintained (all throughout the service period) by the selected bidder at no extra cost to the GMDC and shall remain their property.

All the equipment supplied by the Service Provider to provide connectivity should comply with the policies laid down by the Government of India, Department of Telecommunications and should not have any spyware or malware built into it and the same should be capable of tracking voice/video and data traffic from a location outside the country.

In case of termination of contract for single location or all the locations, the bidder should dismantle and remove all the hardware deployed at the location, including outdoor unit, antenna, CPE etc., at no additional cost to the GMDC

The service provider should ensure that major security features against attacks as mentioned below are implemented in their network:

- Protection against all kinds of attacks including DOS attacks, SYN attacks etc.
- Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc.
- The solution should provide end to end transparent data reachability, voice, video etc. (no filter of traffic from SP).

Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India safety regulation and should use earthing for all its masts

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Last Mile Connectivity Specifications

The bidder shall arrange required Right of way permission from Local Corporation / Municipalities / authorized agency for road cutting, digging and laying of fiber / copper. GMDC would not pay any cost towards the same.

The bidder will be solely responsible for all liaising, regulatory and follow up jobs with the external agencies e.g. DoT, WPC etc., for submitting applications/papers seeking all necessary approvals to meet project requirements/submission of payments etc., during project planning, execution, and tenure of contract

In case of last mile on wired media (fiber/copper), no aerial pulling of cable is permissible from bidders PoP to the location of the GMDC. Only terrestrial digging fiber is to be laid end-to-end.

The last mile at all locations should be scalable to support higher bandwidth during the period of contract.

The hand-off at all locations should be on Ethernet which should be compatible to be terminated directly on SD-WAN CPE equipment or Network Switch as shown above diagram.

All the POPs from where the links are being provided to GMDC should have redundancy of equipment, links, power, backhaul connectivity etc.

Any deviation with respect to feasibility report submitted such as wired to wireless; increase in pole height, declared as non-feasible, etc., during implementation of the project will not be accepted. The selected bidder shall be penalized for the deviation.

If the same Service provider is providing the MPLS and ILL then the last mile for both the links should be extended from two different Pops and in case two POPs are not feasible then two different routes for extending the last mile (one for MPLS and other for ILL) should be selected.

The last mile being provided by the bidders for primary and secondary link should be designed in a way to ensure that All GMDC locations can get services from two different Service provider POPs meaning that if one POP is non-functional the other POP will ensure that services to GMDC are uninterrupted.

HO and OCI (Mumbai & Hyderabad)

The last mile to be provided at HO and OCI (Mumbai & Hyderabad) should be on FIBER with redundancy. If the same Service provider is providing the MPLS and ILL then the last mile for both the links should be extended from two different Pops

The primary and secondary links will be terminated on different CPE devices and both the links will be active and traffic should flow through both the links.

Remote Locations

The last mile at other locations can be WIRED/ WIRELESS.

In case last mile on WIRELESS last mile:

The maximum height of pole should not be more than 3M above the roof top, which will be at the bidder's cost. If erection of the pole is done from the ground then there will be no limit for the height of the pole to be erected

Every pole and tower installed at GMDC should be painted once a year or early if required to prevent from rusting.

All equipment, towers, poles, etc., deployed at the GMDC campus shall be automatically transferred to GMDC after completing or terminating the contract.

In case of equipment failure / lost or Pole/Tower damages due to natural calamity, then supply of

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new equipment and removal & reinstallation of Pole/Tower has to be done by successful bidder without any additional cost to the GMDC.

The frequency should be restricted / licensed frequency band / secured to prevent intrusion / data loss / spoofing / sniffing and protection against interference from other wireless devices. The bidder has to ensure that no other Radio equipment causes interference and should not be able to trap the wireless signals used for GMDCs network.

Bidder should ensure all required wireless certificates or licenses from competent and government authority should be available before deploying such solutions in project. Any issues related to wireless licenses to be taken care by the bidder. External antennas should have proper lightening conductors. All clearances including WPC clearance, wherever required, in respect to the pole/antenna from any Government/Local/Statutory bodies etc. like Municipal Corporations, Airport authorities etc. are the responsibility of the bidder.

Shifting within the campus of Radio link / pole / tower if any during the contract period required / intimated by GMDC will be carried out by successful bidder free of cost.

MPLS specifications

The scope of services for the supply and commissioning with five years of maintenance and management of MPLS connectivity at various locations as per the list given in Section VIII Annexure 10

The successful bidder shall provide the connectivity (1:1).

The output at each location must be on Ethernet.

The connectivity provided by the successful bidder has to be Layer 3 MPLS solution on dedicated ports with 1:1 full duplex committed information rate with end point as Ethernet. The circuit should be available in full duplex mode with sending and receiving available on the same circuit. (For e.g. - On a 2 Mbps circuit, 2 Mbps sending and 2 Mbps receiving should be possible simultaneously).

Latency: < 100 ms

Jitter: < 15 ms measured for a minimum of 1000 packets

Packet loss: Average end to end packet loss should not be more than 1 in 1,000 measured for a minimum of 1000 packets

The connectivity provided by the successful bidder should be fully isolated from Internet traffic even if running on the same core/backbone. It is desired that same PE Router does not run both customer VPN traffic and Internet traffic. The VPN network offered to the GMDC should not carry any internet routes.

Projects connected through offered MPLS link should communicate each other directly without coming to Corporate Office i.e. any to any communication.

The connectivity provided by the successful bidder should support as mentioned below but not limited in any manner.

- a) All web and client-server-based application
- b) Video Conferencing
- c) Voice over IP (VOIP)
- d) End to end QOS

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- e) IP sec
- f) The MPLS Cloud being deployed should ensure accessibility to the OCI infrastructure directly over the MPLS cloud and the traffic should not be hopped thru Corporate Office Ahmedabad or any other project locations
- g)

The bidder shall ensure multicast support in their MPLS network (regardless of the multicast types such as dense mode, sparse mode etc.) at no additional cost to the GMDC.

The proposed solution should be IPv4 and IPv6 compliant.

The bidders are expected to do a site survey for feasibility and for positioning of the terminating equipment. They should clearly inform about the equipment that will be deployed with its physical, electrical and any other related information.

Supply, Installation and configuration of ISP WAN end equipment like routers, last mile equipment, Pole, Tower etc. would be done by the successful bidder. Rack space for installing the Service provider CPE and other equipment will be given by GMDC and UPS power will also be given by GMDC.

Successful Bidder shall have capability for expandability, upgradability in terms of Bandwidth. The bandwidth at type A Locations should be scalable upto 200 Mbps and those at type B Locations should be scalable upto 30 Mbps

The MPLS VPN should be fully secured and should fulfil the security requirements as per the IT-Act applicable from time to time.

All the locations listed in annexure "B" to be covered and no exclusion for any location shall be permitted.

The network equipment shall support Packet Filtering, TCP spoofing, IPv4 & IPv6 both, QoS on both inbound and outbound traffic and other industry standard protocol.

Successful bidder should log a call automatically in case of any issue without waiting for customer complaint and should ensure the necessary action for restoration of the same. Successful bidder should also inform to the GMDC through mail, SMS, etc. For the same it is recommended that the Bidder covers all the components being installed under insurance on their own and the policy copy of the same should be submitted to GMDC.

Following reports as mentioned below needs to be submitted by the successful bidder:

Reports:

- Frequent problem analysis report- Monthly
- Links for which BW utilizations is reaching threshold limit- Daily
- RCA (Root Cause Analysis) report of each incident- Within 7 days.
- ATR (Action Taken Report) of each incident- Within 7 days.
- Uptime/ downtime report with reasons- Daily, Monthly and Quarterly.
- Maximum, Minimum and Average Throughput – Monthly.

Online dashboard:

- Online dashboard that shows the health of the links.
- System must also trigger detailed alert SMS and e-mail to identified officials of the GMDC.
- Response time report.

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- Downtime/Uptime report on real time.

The service provider should run industry standard QoS/CoS and Traffic Engineering services in the MPLS backbone and the service provider should configure QoS/CoS as per GMDC's requirement in their network. The connectivity should be capable of providing end to end Quality of Service (QoS) for critical applications, video conferencing, VoIP and other non-critical applications. The details of applications will be provided to shortlisted vendor

The MPLS link of bidder should be fully isolated from Internet traffic even if running on the same core/backbone. It is desired that same PE Router does not run both customer MPLS VPN traffic and Internet traffic. The MPLS-VPN network offered to the GMDC should not carry any internet routes. The bidder has to provide network topology showing how internet traffic is segregated from proposed MPLS cloud

The MPLS VPN should support any to any connectivity and should be a closed user group for GMDC and should not have any physical and logical interference with other customers of the Internet route/traffic

A separate IPSEC VPN is to be created only for GMDC network and in no way the VPN should be shared with other customers sharing the MPLS backbone. GMDC MPLS Network must be accessible to GMDC nodes only. Further, there should not be any dependency on the service provider if GMDC decides to implement SDWAN or other VPN variants like GETVPN, DMVPN or any other such technology.

The successful bidder will be solely responsible for all liaison work, statutory and regulatory approvals, project requirements/submission of payments, follow up etc. during project planning, execution, and tenure of contract.

The successful bidder must have proper upgradability availability for links and in case of requirement in future; the successful bidder must do it within three-week time.

The successful bidder must nominate technically competent person as project manager who will be single point of contact from the service provider's end during the implementation period.

Bidder shall meet all the Govt. or other Regulatory directions/ requirements and ensure its compliance.

End-of-Life and End-of-Sale conditions

In case a product or part of the product (component) which has been deployed at the GMDC campus is rendered out of sale during the contract period, i.e. 5 years, a substitute of equivalent or higher capacity should be provided at no cost to the GMDC in place of the original product as per the bidding document submitted by the successful bidder without disruption in performance of services/applications.

A successful bidder should keep the GMDC explicitly informed about the end of support dates on related products and hardware and should ensure support during the contract period.

If any new site is added by GMDC in future, the selected bidder must provide the desired bandwidth to GMDC.

ILL Specifications

The scope of services for the supply and commissioning with five years of maintenance and management of Internet Lease Lines at various locations.

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The Internet connectivity links should have fully dedicated (1:1), unshared & symmetric bandwidth without any compression factor. A symmetric connection means equal upload & download.

The output shall be Ethernet.

The proposed bandwidth for GMDC must be dedicated (1: 1) at each site and on dedicated ports. The ILL links should be available in full duplex mode (for e.g. - On a 512 Kbps circuit, 512 Kbps sending and 512 Kbps receiving should be possible simultaneously), which must be demonstrated to GMDC as part of acceptance.

Latency within India: <100ms

15 Static Live IP at CO & OCI and 7 static live IPs (apart from WAN IP) at Remote location shall be provided by successful bidder.

The bidders are expected to do a complete site survey for feasibility for positioning of the terminating equipment. They should clearly state the equipment that will be deployed with its physical, electrical and any other related requirement. Any extra material / quantity required for the project execution shall be supplied and deployed by the contractor at no extra cost to GMDC. Implying that providing, installation & configuration of all hardware and software required for implementation of services shall be sole responsibility of the contractor, up to the Ethernet point provided to the GMDC.

Successful bidder shall have capability for expandability, upgradability in terms of Bandwidth. The bandwidth at type A Locations should be scalable upto 200 Mbps and those at type B Locations should be scalable upto 50 Mbps.

Successful bidder will have the responsibility to fulfilling the security requirement as per IT-Act.

The last mile connectivity up to CUSTOMER premises should not be by third party.

Selected Bidder should log a call automatically in case of any issue without waiting for customer complaint and should ensure the necessary action for restoration of the same. Selected Bidder should also inform to the GMDC through mail, SMS, etc.

Followings reports as mentioned below to be submitted by the successful bidder:

Reports:

Frequent problem analysis report- Monthly

Links for which BW utilizations is reaching threshold limit- Daily

NetFlow data which have Source IP Address, Source Port, Destination IP, Dest. Port

Uptime/ downtime report with reasons- Daily, Monthly and Quarterly.

Maximum, Minimum and Average Throughput – Monthly.

Online dashboard:

Online dashboard that shows the health of the links.

System must also trigger detailed alert SMS and e-mail to identified officials of the GMDC.

Response time report and Downtime/Uptime report on real time.

The successful bidder will be solely responsible for all liaison work, statutory and regulatory approvals, project requirements/submission of payments, follow up etc. during project planning, execution, and tenure of contract.

The successful bidder must have proper upgradability availability for links and in case of requirement in future; the successful bidder must do it within timeline defined in the bid.

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The successful bidder must nominate one technically competent person as project manager who will be single point of contact from the service provider's end during the implementation period.

Bidder shall meet all the Govt. or other Regulatory directions/ requirements and ensure its compliance.

Every pole and tower installed at GMDC should be painted once a year or early if required to prevent from rusting.

All equipment, towers, poles, etc., deployed at the GMDC campus shall be automatically transferred to GMDC after completing or terminating the contract.

End-of-Life and End-of-Sale conditions

In case a product or part of the product (component) which has been deployed at the GMDC campus is rendered out of sale during the contract period, i.e. 5 years, a substitute of equivalent or higher capacity should be provided at no cost to the GMDC in place of the original product as per the bidding document submitted by the successful bidder without disruption in performance of services/applications.

A successful bidder should keep the GMDC explicitly informed about the end of support dates on related products and hardware and should ensure support during the contract period.

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SECTION -VIII PRICED BOQ FOR MPLS AND ILL COMPONENTS

Section A : MPLS

Sr. No	Particulars	Unit Rate in Rs. excluding GST	Qty	Total in Rs. excluding GST
1	One Time Charges for Installation and Commissioning at Corporate Office Ahmedabad		1	
2	One Time Charges for Installation and Commissioning at OCI Mumbai		1	
3	One Time Charges for Installation and Commissioning at OCI Hyderabad		1	
4	One Time Charges for Installation and Commissioning at other 23 locations except Corporate Office Ahmedabad & OCI (Mumbai & Hyderabad)		23	
5	Bandwidth Charges at Corporate Office Ahmedabad @ 35 Mbps (5 Year)		1	
6	Bandwidth Charges at OCI Mumbai @ 150 Mbps (5 Years)		1	
7	Bandwidth Charges at OCI Hyderabad @ 10 Mbps Burstable to 50 Mbps (5 Years)		1	
8	Bandwidth Charges at Project locations Gujarat & Odisha @ 5 Mbps each link (5 Years)		23	
Total Cost				

Section B : ILL

Sr. No	Particulars	Unit Rate in Rs. excluding GST	Qty	Total in Rs. excluding GST
1	One Time Charges for Installation and Commissioning at Corporate Office Ahmedabad		1	
2	One Time Charges for Installation and Commissioning at OCI Mumbai		1	
3	One Time Charges for Installation and Commissioning at OCI Hyderabad		1	
4	One Time Charges for Installation and Commissioning at other 23 locations except Corporate Office Ahmedabad & OCI (Mumbai & Hyderabad)		30	

RFP for Providing MPLS & ILL links on BOOT basis, at GMDC (CO, OCI and All Project Locations)



5	Bandwidth Charges at Corporate Office Ahmedabad @ 100 Mbps (5 Year)		1	
6	Bandwidth Charges at OCI Mumbai @ 50 Mbps (5 Years)		1	
7	Bandwidth Charges at OCI Hyderabad @ 10 Mbps Burstable to 5 Mbps Burstable to 50Mbps (5 Years)		1	
8	Bandwidth Charges at Project locations Gujarat & Odisha @ 10 Mbps each link (5 Years)		30	
Total Cost				

While offering the costs the Bidder should consider the cost of the following

- One Time cost should not be more than 20% of the cost of management and support for five years.
- All the passive components like Patch cords / UTP Cables (Fiber + Copper) etc. as per the requirement of installation should be taken in the cost.
- all tools and other things that will be required during the project execution and contract period.
- Manpower costs
- Travel costs including boarding lodging etc
- Any cost of hardware additionally required by the Bidder for completing the implementation and installation
- Documentation costs (03 sets to be provided)

If GMDC wants to add new locations other than those defined during the tenure of the contract then they will release the additional PO for supply and services for the MPLS/ILL stating the address of a locations. For the same Services cost mentioned in the price bid.

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SECTION-VIII ANNEXURES

Annexure – I - Format of Earnest Money Deposit in the form of Bank Guarantee (On Non-judicial Stamp paper to be submitted along with submission of bids)

..... (Name of the Bank)
Address.....Guarantee No.....
A/C Messer's..... (Name of Bidder)
Date of Expiry..... Limit to liability (currency & amount)
.....
Invitation For RFQ No..... dated.....(bidding document)
For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

To,
General Manger (IT),
Gujarat Mineral Development Corporation Ltd.
132 Ft Ring Road, Near University Ground
Vastrapur, Ahmedabad.
Bank Code:

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide RFQ No. _____ for the work _____

(Name of the facilities) from Earnest Money Deposit (EMD) of Bid for the due fulfilment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR _____ (_____ only) (figure in words).

1. We the _____ (Name of Bank) hereinafter referred to as "Bank" having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
2. We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfil the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____.
3. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the

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said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.

4. We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
5. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
7. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharge our liability hereunder dated _____ day of _____ 20 . _____ for _____ (Name of Bank)

Yours faithfully

For.....(Name of the Bank)

Please note the following details for Compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:

**Gujarat Mineral Development Corporation Limited (GMDC)
132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad. Bank Name: ICICI Bank Ltd
IFS Code: ICIC0000024**

UIC GMDC530265584 for Field 7037 MT760

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Annexure – II: Performance Bank Guarantee Format

(To be stamped in accordance with Stamp Act)

Name of the Bank:

Address:

Guarantee No :

Name of Service Provider: M/s _____

Date of Expiry :

Limit to liability : **Rs** _____ /- (**Rupees** _____

only)

Ref: Tender bearing No. _____

Subject: Bank Guarantee towards Security Deposit.

Date.....20__

To

General Manger (Information Technology),
Gujarat Mineral Development Corporation limited
Khanij Bhavan,
132 Ft Ring Road, Near Gujarat University Ground, Vastrapur,
Ahmedabad 380052.

Dear Sir,

In consideration of Gujarat Mineral Development GMDC (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt **M/s** _____ (hereinafter called "Service Provider") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide Tender _____. **The present** Bank Guarantee is towards Security Deposit (SD)/Performance Security of Bid in terms of Clause No. ____ of Part – ____ of the afore-said bidding document for the due fulfillment by the Service Provider of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for **Rs** _____ /- (**Rupees** _____ **only**)

- 1) We the _____ (Name of the Bank) hereinafter referred to as "Bank" having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of **Rs** _____ /- (**Rupees** _____ **only**) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Service Provider of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid
- 2) We _____ (Name of the Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said Bidding Document by reason of the Service Provider's failure to perform according to the terms and conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However,

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our liability under this guarantee shall be restricted to an amount not exceeding **Rs _____/- (Rupees _____ only).**

- 3) We _____ (Name of the Bank) further agree that GMDC shall be the sole judge of and as to whether the Service Provider has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Service Provider in respect of the said document and the decision of GMDC that the Service Provider has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
- 4) We _____ (Name of the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said Service Provider (s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said Service Provider (s) shall have no claim against us for making such payment.
- 5) We _____ (Name of the Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Service Provider and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee thereafter.
- 6) We _____ (Name of the Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Service Provider and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Service Provider or for any forbearance act or omission on your part or any indulgence by you to the said Service Provider or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.
- 7) We _____ (Name of the Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
- 8) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said Service Provider.
- 10) The Bank has under its constitution power to give this guarantee _____ and Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

RFP for Providing MPLS & ILL links on BOOT basis, at GMDC (CO, OCI and All Project Locations)



- (I) Our liability under this Bank Guarantee shall not exceed **Rs** _____ /- (**Rupees**
_____ **only**)
- (II) This Bank Guarantee is valid up to _____ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee
only and only if you serve upon us a written claim or a demand on or before _____
(Date).
- (IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For _____ (Name of the Bank)

**RFP for Providing MPLS & ILL links on BOOT basis, at
GMDC (CO, OCI and All Project Locations)**



Annexure – III: Earnest Money Deposit & RFP Fee Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
2	RFP Fee			
1	Earnest Money Deposit (E.M.D.)			

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Annexure IV - RFP LETTER FORM

From

(Registered name and address of the BIDDER.)

Date:

To,
The General Manager- IT
Gujarat Mineral Development Corporation
Khanij Bhavan
132 ft Ring Road, Ahmedabad

Sir,

Having examined the RFP documents, we the undersigned, offer to Services as detailed in the bidding document (as enclosed) in response to T/E numberdated

we undertake to:

maintain validity of the RFP for a period of 6 months from the last date of RFP submission as specified in the bidding document or extended. The same shall remain binding upon us and may be accepted at any time before the expiration of that period.

Offer services during the bid period in conformity with the bidding documents (and as amended from time to time).

Complete the Service delivery execution within the time frame as defined in the RFP documents (and as amended from time to time)

execute all contractual documents and provide all securities & guarantees as required in the RFP document (and as amended from time to time).

until a formal Contract is prepared and executed, this RFP, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract on us.

Dated this _____ day of _____.

Signature

(in the capacity of)

Duly authorized to sign RFP for and on behalf of

Witness:

(Signatures with name and designation), Address:

RFP for Providing MPLS & ILL links on BOOT basis, at GMDC (CO, OCI and All Project Locations)



Annexure V – DECLARATION FOR NON BLACKLISTING

On letter head of the Bidder)

DATE:

To,
The General Manager (IT),
Gujarat Mineral Development GMDC Ltd.,
"Khanij Bhavan", 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad-380015

Dear Sir,

I/we here by solemnly declare that

1. The Bidder or its directors have not been blacklisted by any Government Organization, in last 3 years from the date of submission of RFP .
2. We have not put any condition in our offer with respect to RFP No._____,
3. We have accepted all the terms and conditions, including Annexure, Corrigendum if any, as specified in the RFP Document No. _____ unconditionally.

I/we here by further declare that, if the declaration is found untrue, the GMDC shall be entitled to take any action against us severally and/or individually or our Bidder/GMDC in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

Signature and Stamp of the Bidder

**RFP for Providing MPLS & ILL links on BOOT basis, at
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Annexure VI Work Experience details -as mentioned in the Pre- qualification criteria

Experience in supply, installation commissioning and maintenance for MPLS Links							
Sr. no	Name of the Organization	Address of execution	Start Date of the Project	Completion Date of the Project	Scope of Work Description in Brief as per the definition in PQ	Value of The Project in Rs.	Supporting PO and Completion Certificate attached or not
1							
2							
3							
4							
5							
6							

Experience in supply, installation commissioning and maintenance for ILL Links							
Sr. no	Name of the Organization	Address of execution	Start Date of the Project	Completion Date of the Project	Scope of Work Description in Brief as per the definition in PQ	Value of The Project in Rs.	Supporting PO and Completion Certificate attached or not
1							
2							
3							
4							
5							
6							

RFP for Providing MPLS & ILL links on BOOT basis, at GMDC (CO, OCI and All Project Locations)



Annexure VII Financial Strength of the BIDDER

Financial Year	Turn Over in Lakhs of Rupees	Audited Accounts submitted? (Yes/No) and Supporting Auditor Certificate for Security Services Turnover submitted (YES/NO)
2020-2021		
2021-2022		
2022-2023		

Annexure VIII – Bank List

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalupur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.


(S. Chhakchhuak)

Additional Secretary (Budget)
Finance Department

-----XXXXX-----

RFP for Providing MPLS & ILL links on BOOT basis, at GMDC (CO, OCI and All Project Locations)



ANNEXURE IX

Location addresses

Sr No.	Location Address
1	GMDC Akri Mota Thermal Power Station Nani Chher, Taluka: Lakhpat, Dist. : Kutch
2	GMDC Lignite Project, Mata No Madh, Taluka: Lakhpat, Dist Kutch
3	GMDC Lignite Project, Umarsar, Taluka: Lakhpat, Dist Kutch
4	GMDC Lignite Project, Tadkeshwar, Taluka: Mandvi, Dist: Surat
5	GMDC Lignite Project, Rajparadi, Taluka: Jhagadia Dist Bharuch
6	GMDC Lignite Project, Budhel, Dist Bhavnagar
7	GMDC Lignite Project, Panandhro, Taluka: Lakhpat, Dist Kutch,
8	GMDC Bauxite Project, Gadhsisa, Taluka: Mandvi, Dist Kutch
9	GMDC Bauxite Project, Daban, AT & PO. Naniwamoti, Taluka Abadasa, Dist. Kutch
10	GMDC Bauxite Project, Kotra Roa, AT & PO. Nandra Taluka: Nakhtrana Dist Kutch
11	GMDC Bauxite Project, Ratadiya, AT & PO. Ratadia Taluka: Mandvi, Dist Kutch
12	GMDC Bauxite Project, Wandh Gonyasar, AT & PO. Wandh, Taluka: Mandvi, Dist Kutch
13	GMDC Fluorspar Project, Kadipani, Taluka: Kawant, Dist : Vadodara
14	GMDC Manganese Project, Shivrajpur, Dist Panchmahal
15	GMDC Bauxite Project, Bhatia, Taluka Kalyanpur, Dist. Jamnagar.
16	GMDC Lignite Project Lakhpat Punrajpur Dist Kutch
17	GMDC Lignite Project Bharkhandham Dist Kutch
18	GMDC Lignite Project Damal Padia, Dist Bharuch
19	GMDC Lignite Project Valia, Dist Bharuch
20	GMDC Lignite Project Ghala, Dist Surat
21	GMDC Regional Corporate office Bhubaneswar Dist Khordra Odisha Pin code :751023
22	GMDC Biatarani West Coal Block office, Singhal Tower, Kanchan Bazar Road, Angul Town, Angul Odisha Pin code :759122
23	GMDC IDCO Plot no 5 Badmal, Industrial Growth Center, Jharsuguda Pin code :768105
24	GMDC Corporate Office (DC) Khanij Bhavan 132 - Ring Road, Vastrapur, Ahmedabad -52,
25	Oracle Cloud Infrastructure Data Center Mumbai
26	Oracle Cloud Infrastructure Data Center Hyderabad
27	Lathedi, Ta:Abdasa, Dist:Kutchh
28	Mota Gunda, Ta: Bhanvad, Dist: Devbhumi Dwarka
29	Vavaniya, Ta: Maliya Miyana, Dist: Rajkot.
30	Vasai,Ta:Dwarka, Dist : Devbhumi Dwarka.
31	Adodar, Ta: Porbandar, Dist: Porbandar.
32	Balambha, Ta:Jodiya, Dis: Jamanagar
33	Opposite of Nav vidhan school saint marry campus , Moduka road, Taluka - vichiya, District- Rajkot, Pin code- 360055.

RFP for Providing MPLS & ILL links on BOOT basis, at GMDC (CO, OCI and All Project Locations)



ANNEUXRE X Contract Agreement Draft

THIS AGREEMENT is entered into on this the _____ day of _____, 20_____

BETWEEN

Gujarat Mineral Development Corporation Ltd, a company incorporated under Indian Companies act, 1953 and having its corporate office at Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 (hereinafter referred to as the "Authority/GMDC" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) of ONE PART.

AND

_____, having its registered office at _____, hereunder referred to as the "**Internet Service Provider (ISP)**" which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

GMDC and the ISP are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

GMDC vide its Request for Proposal, dated ____ invited Bids from competent parties through transparent and competitive bidding process for RFP for Providing MPLS & ILL links on BOO basis, at GMDC (CO, OCI and All Project Locations)

- A. as per the terms specified in RFP and this Agreement (hereinafter called the "**Project/ Work/ Assignment**");
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the ISP dated _____ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Work Order No. _____ dated _____ accepting the particular Bid Proposal.
- C. The ISP has accepted the Work order by its letter dated _____, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of the Selection of ISP for providing MPLS and ILL services on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties (GMDC and ISP) hereto **hereby agree as follows:** The following documents attached hereto shall be deemed to form an integral part of this Agreement:

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum, and Addendums thereto.
2. Work Order no. _____ issued on _____.
3. Scope of Work provided in RFP SECTION. III
4. Payment Terms provided in RFP SECTION V.
5. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

While all above documents are deemed to be part of the Agreement, in the event of any discrepancy / conflict in the terms of the above referred documents or interpretation thereof, the provisions of the more recent document, date wise, shall prevail over the older document.

RFP for Providing MPLS & ILL links on BOOT basis, at GMDC (CO, OCI and All Project Locations)



1. GENERAL

1.1 Definition and Interpretation

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

"Applicable Law" means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;

"Applicable Clearances" means all clearances, permits, no-objection certifications, exemptions, authorisations, consents, and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement;

"Authority" or **"GMDC"** means the Gujarat Mineral Development Corporation Ltd having its office at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 and responsible for implementation of IT projects and shall include its authorized successors and assigns at all times [including without limitation its authorized representatives];

"Contract" means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.

"Contract Period"/" Agreement Period" shall have a meaning specified in clause 2.4 of this Agreement.

"Day" means calendar day.

"Dispute" shall have a meaning specified in clause 12 of this Agreement.

"Effective Date" shall have meant specified in clause 2.1 of this Agreement.

"Force Majeure" shall have a meaning specified in clause 2.7 of this Agreement.

"Insurance" shall have a meaning specified in clause 3.12 of this Agreement.

"Local Currency" means Indian Rupees.

"Liquidated Damages" shall have a meaning specified in clause 8 of this section of this Agreement.

"Internet Service Provider's (ISP) Event of Default" shall have a meaning specified in clause 7.1 of this Agreement.

"Obligations of the (ISP) Internet Service Provider" shall mean Internet Service Provider's responsibilities specified in this Service Provider Agreement with respect to the Project unless such responsibilities/obligations are waived by the Authority.

"Obligations of the Authority" shall mean Authority's responsibilities specified in this Internet Service Provider Agreement with respect to the Project unless such responsibilities/obligations are waived by the Internet Service Provider.

"O&M Report" shall have a meaning specified in Scope of Work of this Agreement.

"Operation Period" shall start on the date of issuance of Go Live Certificate and ends on Termination of the Agreement.

"Operations and Maintenance" shall include the activities as mentioned in Scope of Work of this Agreement.

RFP for Providing MPLS & ILL links on BOOT basis, at GMDC (CO, OCI and All Project Locations)



"Project Acceptance Certificate"/" Go Live Certificate" means the certificate issued by the Authority upon successful completion of migration of existing on premises database to Cloud DC and it's related all services and testing as specified in RFP Section III.

"Party" means the "Authority".

"Performance Security" shall have a meaning specified in clause Bid Security clause of section 5 of this RFP document.

"Personnel" means professionals and support staff provided by the ISP assigned to perform the Services or any part thereof.

"Internet Service Provider/ISP/Service Provider" shall mean the person selected pursuant to this RFP for services associated to SDWAN Deployment as per the RFP scope.

"Services"/ "Scope of Services/ Scope of Work" means the work to be performed by the ISP pursuant to this Contract, as described in RFP SECTION 3;

"Termination" shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

"Termination Date" shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.

"Termination Notice" means communication issued in accordance with this Agreement by one Party to the other Party specifying intention of terminating this Agreement.

"Termination Payment" means the amount payable by the Authority to the Internet Service Provider upon early Termination.

"Test" means the Tests carried out by the Internet Service Provider to determine the conformity of the Project and Operations and Maintenance procedures to the requirements set in this Agreement.

"Taxes and Duties" shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the procurement, development, installation, operation, maintenance, and management of Project.

"Scope of Work" ("SoW") are the description of scope of Service to be performed by the ISP. Details are specified in RFP SECTION 3;

"Third Party" means any person or entity other than the "Authority", or the ISP.

All other/Remaining Definitions are specified in section III of RFP and elsewhere in the Agreement.

1.2 Principles of Interpretation

- a. The table of contents, numbers, headings, and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations, and any organizations having legal capacity to sue and be sued in their names.
- c. Words importing the singular also include the plural and vice versa where the context requires.
- d. Words importing one gender also include other gender.
- e. In case of ambiguities or discrepancies in this Agreement, the following shall apply:
 - (i) Between the Articles and the Schedules, the Articles shall prevail:

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(ii) Between any value written in numerals and that in words, the latter shall prevail.

1.3 Relationship between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between GMDC and the ISP. The ISP shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4 Rights and Obligations

The mutual rights and obligations of GMDC and the ISP shall be as set forth in the Agreement, in particular:

- (i) the ISP shall carry out the Services in accordance with the provisions of the Agreement; and
- (ii) GMDC shall make payments to the ISP in accordance with the provisions of the Agreement.

1.5 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Ahmedabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.6 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.7 Table of Content and Heading

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.8 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address specified hereunder.

If to Authority.

_____.

Gujarat Mineral Development Corporation Ltd, Ahmedabad

If to ISP;

1.9 Location

The Works shall be executed at GMDC Corporate office Ahmedabad and all the locations mentioned in the annexure IX Section VIII. GMDC as per the requirement may increment or decrement the location count

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Authorised Representative

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the ISP may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be: -----
- c) The ISP may designate one of its employees as ISP's Representative. Unless otherwise notified, the ISP's Representative shall be: -----

2 COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services

The ISP shall commence the Services within a period of 15 days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the ISP does not commence the Services within the period specified in Clause 2.2 above, GMDC may, by not less than 1 (one) weeks' notice to the ISP, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the ISP shall be deemed to have accepted such termination.

2.4 Expiration of Agreement

- a) Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent as per the sub clause (b) hereunder, the Agreement shall remain in force for a period of **66 months** from the Effective Date. Upon Termination, GMDC shall make payments of all amounts due to the ISP hereunder for which milestone achieved/services delivered.
- b) Subject to the satisfactory performance of the ISP, the Authority may, at its sole discretion, extend this Contract Period beyond five years for an additional one year. In case of extension, the rates shall be revised with 10% escalation.
- c) In case, the execution of Scope of work delayed due to reasons attributable to the ISP then the Contract Period shall be extended suitably at no extra cost to GMDC and subject to recovery of Liquidated damages as per clause mentioned in the RFP Section 5 under the header Penalty Clause

2.5 Entire Agreement

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the ISP arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- b) Without prejudice to the generality of the provisions of Clause 2.5(a), on matters not covered by this Agreement, the provisions of RFP shall apply.

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2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

- Force majeure is herein defined as any cause which is beyond the control of the Successful Bidder or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
 - Natural phenomena such as floods, draughts Cyclone, earthquake and epidemics, declaration of war.
 - Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
 - The Successful Bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
 - For delay arising out of Force Majeure, the Successful Bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful Bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did exist.
 - If any of the Force Majeure conditions exists in the place of operation of the Successful Bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- (i) The Successful Bidder or the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to the hereinafter provided, be extended by a reasonable time..

3 OBLIGATIONS OF THE ISP

3.1 General

3.1.1 Standard of Performance

The ISPs shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The ISPs shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to GMDC, and shall at all times support and safeguard GMDC's legitimate interests in any dealings with Sub-ISPs or Third Parties.

3.1.2 Scope of Work

The scope of Work to be performed by the ISP is specified in the RFP SECTION 3. The ISP shall provide the Deliverables specified therein in conformity with the technical specifications specified in Section 6 within the time schedule stated in Section 3 of the RFP document.

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3.1.3 Applicable Laws

The ISP shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-ISP, as well as the Personnel and agents of the ISP and any Sub-ISP, comply with the Applicable Laws.

3.2 Conflict of Interest

The ISP shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.1 ISPs not to Benefit from Commission, Discounts etc.

The remuneration of the ISPs pursuant to Payment Terms specified in RFP SECTION 5 hereof shall constitute the ISP's sole remuneration in connection with this Contract or the Services and, the ISPs shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the ISPs shall use their best efforts to ensure that any Sub-ISPs, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 ISPs and Affiliates not to engage in Certain Activities

The ISP shall hold the GMDC's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

The clause shall not prohibit the ISP to serve competing clients and clients with potentially conflicting interests as well as counterparties in merger, acquisition and alliance opportunities. However, in such cases the ISP agrees to a professional responsibility to maintain the confidentiality of Client information.

3.3 Confidentiality

The ISPs agree that themselves, their Sub-ISPs and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or GMDC's business or operations without the prior written consent of GMDC, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority.

3.4 Whitelist of IP address

The ISP shall maintain and provide a list of specific IP addresses or IP address ranges (the "Whitelist") or authentication credentials defined after consulting GMDC and only these IP addresses/address ranges/credentials are authorized to access or interact with authority's systems, networks, services, or data (collectively referred to as "Services"). ISP shall throughout the contract period acknowledge that only IP addresses/address ranges/authentication credentials explicitly listed in the Whitelist shall be permitted access to the Services. Any IP address not listed in the Whitelist shall be denied access.

- a) ISP shall comply with all the applicable laws, regulations, and industry standards related to the use of the Whitelist, including but not limited to data security, privacy, and confidentiality requirements.

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- b) ISP shall take all necessary measures to ensure the security and integrity of the authorized IP addresses listed in the Whitelist and shall promptly notify Company of any unauthorized access or suspected breaches.
- c) Authority reserves the right to update or modify the Whitelist at its discretion, with reasonable notice to ISP. ISP shall promptly implement any necessary changes to remain in compliance with the updated Whitelist.
- d) ISP shall also acknowledge that any attempt to access the Services using IP addresses not listed in the Whitelist constitutes a material breach of this Contract Condition and may result in immediate termination of the Agreement, legal action, or other remedies as specified in the Agreement Clause 2.8 or 2.9.
- e) ISP to agree for treating the Whitelist and related information as confidential and proprietary to GMDC, and shall not disclose or share this information with any third parties without prior written consent from GMDC.

3.5 Liability of the ISP

- a) The ISP's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- b) The ISP shall, subject to the limitation specified in Clause 3.3, be liable to GMDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- c) Notwithstanding anything to the contrary, the aggregate maximum liability of the ISP under this Contract shall not exceed the fees received by the ISP under this Contract (including all types of liabilities).
- d) The Services in this assignment shall not be deemed investment, legal, regulatory, tax, accounting, or other regulated advice. ISP does not supplant the Client's management or other decision-making bodies. While the ISP does not guarantee results, it agrees to make the best efforts to achieve the same. GMDC remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules, and regulations. Neither party shall be responsible for any lost profits. Beyond the limits of liability set in the Agreement, neither party will be liable for any indirect, consequential, incidental, punitive or special damage.

3.6 Accounting, Inspection and Auditing

- (i) The ISPs shall keep accurate and systematic accounts and records of the work performed by it under the Contract including details of all invoices raised and payments received and shall make the same available to GMDC as and when requested by GMDC.
- (ii) Any such inspection shall be subject to prior notice and conducted within reasonable office hours and limited to working papers and files relating to the assignment. Nothing herein shall obligate the ISP to disclose to Authority any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with ISP's business, payroll information, or information or material that constitute, in the opinion of ISP's legal counsel, legally privileged documents or information that ISP is bound to maintain as confidential by written obligation to a third party.

3.7 ISPs' Actions requiring Authority's prior Approval.

The ISPs shall obtain GMDC's prior approval in writing before taking any of the following actions:

- (i) appointing such members of the Personnel as specified in Scope of Services not proposed as part of its Proposal;
- (ii) entering into a subcontract for the performance of the Services as per provision of RFP.

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(iii) any other action that may be specified by GMDC during the course of this Contract.

3.8 Reporting Obligations

The ISPs shall submit to GMDC the reports and documents specified in SoW specified in RFP SECTION III, within the time periods set forth in the said Clause.

3.9 Documents Prepared by the ISPs to be the Property of GMDC

- (i) All plans, drawings, specifications, designs, documents, reports, frameworks, software, databases, content and any other documents prepared by the ISPs solely in performing the Services under this Contract shall become and remain the property of GMDC, and the ISPs shall, not later than upon termination or expiration of this Contract, deliver all such documents to GMDC, together with a detailed inventory thereof.
- (ii) Any pre-existing Intellectual Property Right (IPR) developed by the ISP independent of the Contract, including know-how, questionnaires, assessments, modules, courses, frameworks, software, algorithms, databases, content, models, industry perspectives, designs, etc. ("ISP Tools"), for which the ISP at the time of signing of this Agreement has a legal right, or otherwise, if it does not have a legal right, which would meet the commonly used tests and criteria for IPR identification will be and remain owned by the ISP including any and all derivative works, modifications or enhancements of the same made before, during, and after the Contract. To the extent the Deliverables under this Contract include any ISP Tools, the ISP hereby grants GMDC a non-exclusive, non-transferable, non-sub licensable, worldwide, royalty-free license to use and copy the ISP Tools solely as part of the deliverables. GMDC agrees that, without ISP's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any ISP Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any ISP Tool or Deliverable,

3.10 Equipment and Materials Furnished by GMDC

Equipment and materials made available to the ISPs by GMDC, or purchased by the ISPs with funds provided by GMDC, shall be the property of GMDC and shall be marked accordingly. Upon termination or expiration of this Contract, the ISPs shall make available to GMDC an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with GMDC's instructions. While in possession of such equipment and materials, the ISPs, unless otherwise instructed by GMDC in writing, shall insure them at the expense of GMDC in an amount equal to their full replacement value.

3.11 Accuracy of Documents

- (i) The ISP shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.6, it shall indemnify GMDC against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the ISP
- or
- (ii) arises out of its failure to conform to good industry practice. The ISP shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.
- (iii) Notwithstanding anything, the ISP will have no obligation to independently verify information provided by GMDC or their service providers.
- (iv) Authority acknowledges and agrees that ISP shall not provide professional legal, accounting, or

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tax advice.

3.12 Insurance to be taken out by the ISP

- (i) The ISP shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or ISP's own standard practices during the Contract Period insurance (the "Insurance"). At the Authority's request, the ISP shall provide evidences of insurance covers or a certificate of all insurances maintained on request of Authority.
- (ii) The ISP shall indemnify the Authority for any liability pertaining to loss of any life, health, accidents, travel, and any other losses to its personnel including sub ISP/specialist deployed by the ISP to perform scope of work specified under this Contract.
- (iii) The Authority undertakes no responsibility in respect of any life, health, accident, travel, and other insurance which may be necessary or desirable for the Personnel of the ISP or its sub-contractors / sub ISPs / specialists associated with the ISPs for the purposes of the Services, nor for any member of any such person.
- (iv) The Internet Service Provider shall raise regular invoices for payment of Service Charges as specified in Section 5 of the RFP document and submit it to Authority.

4 ISP'S PERSONNEL

4.1 General

The ISP shall employ and provide such qualified and experienced Personnel to carry out the Services.

4.2 Deployment of Personnel

- (i) The designations, names and other particulars of each of the ISP's Key Personnel required in carrying out the Services should be defined
- (ii) The Key Personnel listed as per the Agreement are hereby approved by GMDC.
- (iii) If the ISP hereafter proposes to engage any person as Professional Personnel, it shall submit to GMDC the details for the same and shall be provided at no extra cost to GMDC.
- (iv) ISP shall team onsite at GMDC premises for NOC management and operations services as mentioned in the RFP.

4.3 Substitution of Personnel

GMDC expects all the Key Personnel to be deployed. GMDC will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the ISP. Such a substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of GMDC.

4.4 Working hours, Overtime, Leave etc.

The working hours and leaves of the deployed Personnel will be as per the ISP policy provided the ISP shall support GMDC as and when required during the contract period and maintain SLAs as specified in this Agreement. Any leave taken by any Personnel for a period exceeding 7 days shall be subject to the prior approval of GMDC, and the ISP shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.5 Staffing

- a) The person designated shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

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- b) The team will be deployed full time for the project during the Contract Period.

4.6 Sub-ISPs

Sub-contracting is not permitted as per the clause mentioned in the RFP.

5 OBLIGATIONS OF GMDC

5.1 Payment

In consideration of the Services performed by the ISP under this Agreement, GMDC shall make to the ISP such payments and in such manner as is provided in Clause 6 of Section VIII of this Agreement.

5.2 Documents and Other Support

GMDC will provide all necessary information/documents/data upon signing of Non-Disclosure Agreement (NDA),

6 PAYMENT TO THE INTERNET SERVICE PROVIDER (ISP)

Authority shall make payment to ISP as per the terms specified in SECTION 6 of RFP.

7 EVENT OF DEFAULT

7.1 ISP Event of Default

Following events shall constitute an Event of Default by Internet Service Provider (the "Internet Service Provider's Event of Default") unless such event has occurred as a result of a Force Majeure Event:

- a) If Internet Service Provider fails to undertake the services associated to SDWAN Supply, Operations and Maintenance services post migration within the timeline as mentioned in the RFP, without valid response or any reasons attributed to breach on part of Authority.
- b) If the Internet Service Provider fails to furnish Performance Security as per the terms of the agreement.
- c) If Internet Service Provider fails to complete the SDWAN works beyond the additional reasonable time granted by GMDC.
- d) The ISP fails to remedy any breach hereof or any failure in the performance of its obligations / breaches with 30 days of receipt of such notice from GMDC.
- e) The ISP is in Material Breach of this Agreement or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations and has failed to cure the same within 30 days of notice thereof by the Authority.
- f) In case of pre-decided Liquidated Damages or Damages due to breach in Service Levels together exceeds the 10% of Contract Price.
- g) In the event of repeated non-deployment/ absence of manpower for unreasonable time then it shall be considered ISP's Event of Default. Non-remedy of such default in a reasonable time given by the Authority shall lead to Termination.
- h) Authority may at any time terminate the Agreement by giving written notice to Internet Service Provider without any compensation to Internet Service Provider, if Internet Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of the Authority

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- i) Internet Service Provider suspends or abandons the operations and/ or implementation of SDWAN project without the prior consent of Authority, provided that the Internet Service Provider shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was
 - (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or
 - (ii) is on account of a breach of its obligations under this Agreement by Authority or
 - (iii) suspension on account of failure of component and systems provided by other suppliers.
- j) the ISP fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 12.2 hereof.
- k) any document, information, data, or statement submitted by the ISP in its Proposals, based on which the ISP was considered eligible or successful, is found to be false, incorrect or misleading.
- l) Internet Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- m) If Internet Service Provider fails to protect the security of Cloud DC systems/Project and database.
- n) If Internet Service Provider or any of its staff members are found to be involved in fraudulent and corrupt practices specified in Section VI Clause 8 of RFP.
- o) If Internet Services Provider fails to perform its scope, responsibilities and obligations specified in this Agreement repetitively and such breaches not cured/rectified in Remedial Period granted by the Authority.

7.2 Authority Event of Default

Following events shall constitute an Event of Default by Authority (the "Authority Event of Default") unless such event has occurred as a result of a Force Majeure Event

- a) GMDC fails to pay any money due to the ISP pursuant to this Agreement and not subject to dispute pursuant to Clause 12 hereof within 45 (forty-five) days after receiving written notice from the ISP that such payment is overdue; OR GMDC repeatedly fails to make any payments due to the Internet Service Provider within period specified in this Agreement without any valid reason.
- b) The Authority repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- c) Authority or any Governmental Agency is in Material Breach of this Agreement or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the ISP and has failed to cure the same within 30 days of notice thereof by the ISP.
- d) Any representation made or warranties given by the Authority under this Agreement is found to be false or misleading.
- e) If the Authority fails to perform repetitively any other responsibilities and obligation(s) specified in this Agreement.
- f) GMDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 12.2 hereof.

7.3 Termination due to Event of Default

- (a) Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of Internet Service Provider Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Internet Service Provider; provided

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that before issuing the Termination Notice, the Authority shall by a notice inform the Internet Service Provider of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Internet Service Provider to remedy the default ("Remedial Period/Cure Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Authority within the Remedial Period, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Authority issue Termination Notice providing 15 days' time stating the intention of the termination (the "Termination Notice") and then terminate the Contract.

- (b) In the event of termination due to the ISP Event of Default, Authority shall have the right to;
 - i. Invoke/encash and retain the Performance Guarantee amount in full.
 - ii. Take over the Project
 - iii. The authority shall have the right to appoint another ISP and transfer the entire Project components or part of the Project components to any replacement ISP selected by the Authority in its sole discretion.
 - iv. The authority shall not be liable to pay any termination payment to the ISP in respect of such termination.
- (c) Without prejudice to any other right or remedies which the ISP may have under this Contract, upon occurrence of Authority Provider Event of Default, the Internet Service Provider shall be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Authority to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Internet Service Provider, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Internet Service Provider issue Termination Notice providing 15 days' time stating the intention of the termination (the "Termination Notice") and then terminate the Contract.
- (d) In the event of termination due to Authority Event of Default,
 - i. The authority shall return the Performance Security to the ISP in full after deduction of any due payable by the ISP under this Agreement.
 - ii. The Internet Service Provider shall handover the Project
 - iii. The authority shall make payment pursuant to all services rendered to Internet Service Provider after adjusting against any payment /damages due.

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8 LIQUIDATED DAMAGES AND PENALTY

8.1 Performance Security

- (a) For securing the due and faithful performance of the obligations of the ISP under this agreement, during the Agreement Period, the ISP, has in terms of the RFP and letter of award furnished to GMDC the required Performance Security dated ____ of amount ____ drawn in favour of "_____" from ____ Bank in the form of Bank Guarantee/DD and valid till ____ and admissible and payable at Ahmedabad branch, the receipt & veracity of which, is hereby acknowledged by GMDC (the "Performance Security").
- (b) The ISP shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period ("Validity Period"). The ISP shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period and thereafter until expiry of three months from end of Contract Period. In case Contract Period is extended then the ISP shall have to renew Performance Security for a period of extended Contract Period.
- (c) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- i. In the event GMDC requires to recover any sum due and payable to it by the ISP including but not limited to Damages; and which the ISP has failed to pay in relation thereof; and
 - ii. In the event of the ISP's breach and if such breach is not cured with the remedial period as per the terms of the Agreement.
 - iii. If the ISP fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.
 - iv. Upon such encashment and appropriation from the Performance Security, the ISP shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the ISP shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid, failing which the same shall constitute a ISP's breach and entitle Authority to terminate this Contract in terms hereof.
 - v. On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the ISP without any interest, provided the ISP is not in default of the terms hereof and there are no outstanding dues of GMDC with the ISP.

8.2 Liquidated Damages

8.2.1 Liquidated Damages for implementation delay

For delay in implementation the Liquidated damages as defined in Liquidated Damages section V of the RFP will be applicable

8.2.2 Encashment and appropriation of Performance Security

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the ISP in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 8.2.

8.3 Penalty for Deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 8.2, warning may be issued to the ISP for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then Authority may initiate penal actions as permitted under law

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9 SECURITY OF INFORMATION GENERATED FROM PROJECT

The Internet Service Provider shall take all necessary steps to ensure security, safety, confidentiality and integrity of data and keep Authority informed of all such steps taken from time to time.

9.1 Reliability of Information

The Internet Service Provider undertakes to guarantee the authenticity of information submitted to Authority as a part of MIS Report any other information demanded by Authority during the Contract period.

9.2 Integrity of Information

The system shall have routine checks for the verification of integrity of information. Errors detected will be automatically corrected, in order to prevent propagation of invalid data across the database. If there is interruption in communication, the part of the system affected shall be repaired immediately and record the error.

9.3 Security and Encryption of Information Stored and other database

- a) The Internet Service Provider shall take all other necessary measures to protect the database generated from the Project.
- b) The Internet Service Provider shall take all necessary steps to ensure security, safety, confidentiality and integrity of Database and shall not share or transfer any information from the Database to any person except with prior written consent of Authority.
- c) The Internet Service Provider shall ensure that appropriate firewall is implemented to protect the Database and Project component from external access and outside connections.

10 OWNERSHIP OF PROJECT

- a) In cases where the customized software is developed and installed exclusively for the Authority, the ownership of all such shall rest exclusively with Authority upon delivery and installation.
- b) The Software Licenses and Licenses for other proprietary, all third-party software license other than what GMDC has provided to fulfil the scope shall be transferred to the Authority upon delivery and installation. All such Software Licenses shall be taken in the name of Authority if taken by ISP.
- c) The License Period of proprietary software of the Internet Service provider or all third-party software procured for the purpose of the Project shall be similar to the Contract Period.
- d) Internet Service Provider shall exercise all due caution to protect and maintain the data created out of Project.
- e) Internet Service Provider shall not share, sell or in any manner use the data created by Internet Service Provider out of this Project otherwise than in accordance with the terms of the Internet Service Provider Agreement.

11 FARENESS AND GOOD FAITH

12.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

12.2 Operation of Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 122 hereof.

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12 DISPUTE RESOLUTION

12.1 Amicable Solution

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Services/ Scope /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by GMDC and ISP in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to committee of two senior executives of each Authority and the ISP, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert
- (c) Dispute Review Expert shall give a decision in writing within 28 days of receipt of Notification of the Dispute. Reimbursable expense pertaining to Dispute Review Expert shall be divided equally between GMDC and the ISP. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of Dispute Review Experts written Decision as per the agreement. If neither party refers the dispute to the Arbitration within the next 28 days, the decision of Dispute Review Expert will be final and binding.

12.2 Arbitration

Arbitrators

All questions, disputes, differences whatsoever which may at any time arise between the parties to this RFQ and subsequent contract in connection with the RFQ and subsequent contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only

Jurisdiction

The matter related to any dispute or difference arising out of this RFQ and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

Performance during Dispute Resolution

Pending the submission of and/or decision on a Dispute, difference or claim or until the amicable solution or arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such solution or award.

13 PROJECT HANDOVER

13.1 Handing Over of Project

Upon expiry of the Agreement by efflux of time and in the normal course or prior termination of this Agreement due to Event of Default or dissolution or insolvency or Force Majeure, the Internet

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Service Provider shall at the end of the Agreement Period or prior termination of this Agreement, as the case may be, hand over free from Encumbrances the peaceful possession of the assets including all Customized Software , Standard Software , database and all third party software licenses procured during the subsistence of this Agreement at no cost to Authority except in case of Termination due to Authority Event of Default or Force Majeure where in Authority shall make payments as specified in clause 8.3 or 2.7.10 of this agreement as the case may be.

13.2 Inspection and Removal of Bugs and Deficiency

- a) The handing over process shall be initiated at least 3 months before the actual date of expiry of the Agreement Period in normal course or during the Notice Period in case of early termination by a joint inspection by the Authority and the Internet Service Provider.
- b) The objective of this stage will be to conduct full tests of the functionality of each piece of Project as a whole, progressively, in order to identify faults, isolate them and rectify them in the most efficient manner in terms of cost and time before handing over to Authority.
- c) The Internet Service Provider shall be entitled to remove promptly any bugs or defects observed during the Tests in the Project Components. Such bugs and deficiencies shall be removed and cured respectively in a time period commensurate with type of bugs and defects.

13.3 Recovery of Balance due of Authority from Internet Service Provider

The dues payable to Authority by the Internet Service Provider on any account, if any, at the end of the Agreement shall be recovered by the Authority from the Performance Guarantee.

ANNEXURE XI Non-Disclosure Agreement (NDA) Draft **NON - DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement"), dated this _____ ("Effective Date"), is made at Ahmedabad Gujarat India by and between: **Gujarat Mineral Development Corporation (GMDC having its corporate office at** Khanij Bhavan 132 - Ring Road, Vastrapur, Ahmedabad -380052, (hereafter referred to as "Disclosing Party", which expression shall, unless repugnant to the context or meaning thereof, mean and be deemed to include its successors and permitted assigns);

And

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_____ (Contracting Party name to be entered) registered office _____ (Complete postal address to be entered) hereafter referred to as "Receiving Party", which expression shall, unless be repugnant to the context or meaning thereof, mean and be deemed to include its permitted successors and permitted assigns).

The Receiving Party and the Disclosing Party are hereinafter collectively referred to as "Parties" and individually as a "Party"

WHEREAS the Disclosing Party for the past many years has been carrying on the business of mining and mineral processing for the last 5 decades and have several properties in Gujarat and PAN India.

WHEREAS Receiving Party-having _____ (Details of Business of the Contracting party) the Disclosing Party has requested the Receiving Party to provide certain services in the said field.

WHEREAS, during the course of discussions between the Parties relating to and for the purpose of availing the aforesaid services ("Purpose"), each party may disclose to the other information it may consider proprietary and confidential on a strictly confidential basis and on the terms and conditions set out below.

NOW WITNESSETH THAT FOR, AND IN CONSIDERATION OF THE PREMISES, AND MUTUAL AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Definitions.

1.1 "Confidential Information" shall mean any and all business, financial and technical information provided prior to the execution of this Confidentiality Agreement and to be provided after the execution of this Confidentiality Agreement by the Disclosing Party to the Receiving Party, including,

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without limitation, documents, business plans, product developments, blue prints, plans, prototypes, maps, drawings, costs, margins, pricing, source code, object code, executable code, software, firmware, flowcharts, documentation, financial analysis, financial data, marketing plans, market data, project names, new product introductions, customer names, customer lists, customer data, product plans, parts lists, products, services, inventions, processes, schematics, diagrams, prototypes, models, inspection procedures, inspection data, test procedures, test data, test fixtures, manufacturing procedures, manufacturing plans, manufacturing data, manufacturing fixtures, production data, vendors lists, specifications, documentation, designs, drawings, research, development data, know-how, engineering data, engineering configuration information and any other information transmitted by the Disclosing Party, its subsidiaries and its respective businesses. Confidential Information may be in any form, including oral, written, electronic, optical, magnetic, digital, and/or in any other medium. The existence of this Confidentiality Agreement and its terms shall be considered Confidential Information. Confidential Information does not include information:

1. which becomes public knowledge during the term of this Confidentiality Agreement without breach of this Confidentiality Agreement by the Receiving Party;
2. disclosure of which is required by law or by order of a court of competent jurisdiction.

2. Confidentiality Requirements.

- 2.1 The Disclosing Party shall use reasonable efforts to mark Confidential Information as such by the use of an appropriate legend such as "CONFIDENTIAL" or "PROPRIETARY"; provided, however, that the failure by the Disclosing Party to so mark Confidential Information shall not result in a waiver of the protections afforded such Confidential Information by this Confidentiality Agreement.
- 2.2 All Confidential Information which is transmitted or communicated by the Disclosing Party shall in all cases be held in confidence by the Receiving Party and not disclosed to any third party unless written consent of the Disclosing Party is first obtained, except that, the Receiving Party has the right to disclose such information to its own

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employees and authorized representatives who need to know such information for the Purpose specified above (collectively, "Representatives"). It is understood that those Representatives to whom Confidential Information or portions thereof shall be disclosed by a Disclosing Party as permitted hereunder will be informed of the proprietary nature of the Confidential Information and the existence of this Confidentiality Agreement and will be requested to comply with this Confidentiality Agreement and not to disclose the information embodied in the Confidential Information to any other individual or entity. The Receiving Party and the Representatives shall be jointly and severally responsible for any breach of this Confidentiality Agreement by the Receiving Party and / or its Representatives. The Receiving Party shall not use the Confidential Information for any purposes other than the Purpose specified above.

- 2.3 For the purpose of protecting Confidential Information received from the Disclosing Party hereunder, the Receiving Party shall use its best efforts commensurate with those it employs for the protection of corresponding information of its own, including as a minimum, alerting its Representatives of the confidential and sensitive nature of the Confidential Information of the Disclosing Party, disclosing to its Representatives only on a need-to-know basis and using appropriate safe-keeping procedures for Confidential Information of the Disclosing Party. The Receiving Party hereby agrees and acknowledges that upon the Disclosing Party's request and or at the time the Confidential Information or any part thereof are in the opinion of the Disclosing Party no longer required in connection with Purpose, the Recipient shall either (as specified by the Disclosing Party) return to the Disclosing Party all Confidential Information or shall certify to the Disclosing Party that all Confidential Information has been destroyed. If a Party is legally compelled to disclose any Confidential Information of the other Party (whether by oral question, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or by rule, regulation or other applicable law), such Party shall promptly notify the other Party of the same before any disclosure is made so that the other Party may, at its discretion, seek a protective order or other appropriate remedy or may waive compliance with the terms of this Confidentiality Agreement. If such protective order or other remedy is not obtained, or if such other Party waives compliance with the provisions hereof, then only that portion of the Confidential Information that it is legally required to be disclosed (as advised by a written opinion of counsel) shall be disclosed.

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3. No Implied Rights.

3.1 No rights, obligations, representations or terms other than those expressly set forth herein are to be implied from this Confidentiality Agreement. In particular, without limitation:

3.1.1 This Confidentiality Agreement does not obligate either Party to disclose or receive any information to or from, or to engage in any transaction with, the other;

3.1.2 No license is hereby granted directly or indirectly under any patent, trademark, copyright, trade secret or know-how now held by, or which is or may be licensable by, the Disclosing Party.

3.2 Delivery of Confidential Information by the Disclosing Party hereunder is "as-is" and does not constitute a representation, warranty, assurance or inducement, express or implied, by the Disclosing Party as to the Confidential Information's adequacy, sufficiency, freedom from defects of any kind or fitness for any particular purpose, including, without limitation, any representation that use of the Confidential Information will not infringe any patent, copyright or other proprietary right of any third party, and the Disclosing Party shall incur no responsibility or obligation by reason of delivery of any information hereunder, except as specifically provided herein.

4. Duration of Confidentiality Agreement and Confidentiality Period.

4.1 The term of this Confidentiality Agreement shall be for a period of three years and shall commence as of the Effective Date and be valid upto (___/___/___) (hereinafter "Term") and may be extended by mutual agreement of the Parties.

4.2 The duration of time for which the Receiving Party shall maintain received Confidential Information in confidence in accordance with the covenants herein shall

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end ten (10) years following the date of the expiration or early termination of the Term (the "Confidentiality Period").

- 4.3 All obligations arising under this Confidentiality Agreement shall survive any termination or expiration of this Confidentiality Agreement and any confidentiality obligations will remain in effect for the Confidentiality Period.
- 4.4 Upon written notice from one Party to the other Party, or upon expiration or early termination of the Term, a Receiving Party shall return or destroy, within sixty (60) days thereafter, all Confidential Information, together with all copies thereof. The return or destruction of Confidential Information may be by delivering all such Confidential Information that is fixed in one or more tangible media to the Disclosing Party, the certification in writing of the destruction of all Confidential Information and copies thereof to the Disclosing Party, or as directed by a written Notice from a Disclosing Party. Destruction, return or delivery in accordance with this provision shall include any other material containing and/or reflecting such Confidential Information and any copies, extracts, reproductions, duplications, replications, derivatives, and/or descriptions of such Confidential Information in whole or in part.
- 4.5 The Receiving Party warrants that it has full power and authority to enter into and perform its obligations under this Agreement. This Agreement is a legal, valid, and binding obligation of the Receiving Party and is enforceable against it in accordance with its terms.

5.0 **Rights and Remedies.**

- 5.1 The Parties hereby acknowledge and agree that, in the event of any breach of this Confidentiality Agreement, including, without limitation, the actual or threatened disclosure of Confidential Information without the express prior written consent of the Disclosing Party of such Confidential Information, such Disclosing Party will suffer irreparable harm and injury and no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, it is agreed that,

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in any such event, the Disclosing Party shall be entitled to seek specific performance of the other Party's obligations under this Confidentiality Agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction.

- 5.2 Any unauthorized use or disclosure by the Representatives of the Receiving Party shall be deemed to be an unauthorized use or disclosure by the Receiving Party and the Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any and all damages, losses, costs, expenses and attorneys' fees incurred as a result of such breach.

6.0 Entire Confidentiality Agreement.

6.1 This Confidentiality Agreement constitutes the entire Agreement and understanding of the Parties with respect to the subject matter hereof, and no representations or promises have been made that are not fully set forth herein.

6.2 All the notices or communications by one party to other party pursuant to this Agreement, except where expressly specified to the contrary, shall be sent in writing to the addresses as mentioned below:

a. Disclosing Party **Gujarat Mineral Development Corporation, Khanij Bhavan, 132 feet Ring Road, Ahmedabad Gujarat India 380052**

b. Receiving Party _____ (Postal address to be added)

A notice given in accordance with this clause is deemed to be received:

- (i) If hand delivered, on delivery;
- (ii) If sent by prepaid post, five (5) days after date of posting; or
- (iii) If sent by facsimile or email when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice or the email notification receipt is generated

6.3 Nothing in this Agreement is intended to confer any benefit on any third party or any right to enforce any term of this Agreement. The termination of this Agreement or the completion of the Purpose for any reason shall not affect the obligations set out in this

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Agreement. Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party. Any attempt to do so is void. This Agreement may not be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement. This Agreement supersedes all requests for proposals, proposals or other prior or contemporaneous agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other provisions hereof or the whole of this Agreement, but such provision shall be deemed modified to the extent necessary in the court's opinion to render such provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth. Where this Agreement is to be, amongst others, admitted as evidence, for the purposes of legal proceedings of any nature in any forum, copies of this Agreement, certified to be true copies by authorized personnel of the parties shall be deemed original solely for such purpose.

7. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity e, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing. In the case of such failure the dispute shall be referred to a sole arbitrator. The law governing the arbitration proceeding shall be Indian Law and the place of arbitration shall be Ahmedabad Gujarat
8. Subject to Clause 7 above wherever judicial intervention is possible each Party submits to the exclusive jurisdiction of the courts in Ahmedabad.
9. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality,

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validity or enforceability in that jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10. In the event any one or more of the provisions of this Agreement is held to be unenforceable under applicable law:

- (i) such enforceability shall not affect any other provision of this Agreement;
- (ii) this Agreement shall be construed as if said unenforceable provision had not been contained therein; and
- (iii) the Parties shall negotiate in good faith to replace such unenforceable provision by such as gives effect nearest to that of the provision being replaced, and preserves the Parties commercial interests under this Agreement.

11. This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Gujarat Mineral Development Corporation (Name of the Receiving Company)

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

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