

DAMAN & DIU E-GOVERNANCE SOCIETY
DEPARTMENT OF INFORMATION TECHNOLOGY
UT ADMINISTRATION OF DAMAN & DIU

The Member Secretary, Daman & Diu e-Governance society, Department of Information Technology, UT of Daman & Diu invites (3rd call) proposal for selection of Project Management Consultants for Preparation of DPR, RFP and Bid Process Management for establishment of UT wide Fibre Network of UT Administration of Daman & Diu. The details of RFP are as under. The RFP is available at www.daman.nprocure.com and www.daman.nic.in

Sr. No.	Information	Details
1	Bid Inviting Authority	The Member Secretary, Daman & Diu e-Governance Society, Department of Information Technology, Behind Secretariat, Fort Area, Moti Daman, Daman - 396220.
2	Bid Reference No and Date	01/IT/DDeGS/File no. 431/2016-2017/454 dated 29/03/2017
3	Place of Execution	UT Administration of Daman & Diu
4	Cost of RFP Document	Rs. 1,000/- (Rupees One Thousand) in the form of Demand Draft in favor of: "The Member Secretary, Daman & Diu eGovernance Society" payable at Daman
5	Bid security / Earnest Money Deposit	Rs. 50,000/- (Rupees Fifty Thousands only) in the form of FDR in favor of: "The Member Secretary, Daman & Diu e-Governance Society" payable at Daman or Bank Guarantee from Nationalized/Scheduled banks in an acceptable form, safeguarding Daman & Diu e-Governance Society, UT Administration of Daman & Diu's interest in all respect, valid for the period of 6 months.
6	Last date for submission of written queries for clarifications.	06.04.2017 up to 12:00 hours
7	Date of pre-bid conference	07.04.2017 at 16:00 Hours at UT Administration of Daman & Diu Conference Hall, Secretariat, Fort Area, Moti Daman, Daman.
8	Response to Queries and Issue of Corrigendum	11.04.2017
9	Submission of RFP (Online)	25.04.2017 up to 16:00 hours
10	Place, Date and Time to open the Pre-Qualification & Technical bid	25.04.2017 at 17:00 hours at UT Administration of Daman & Diu, Conference Hall, Secretariat, Fort Area, Moti Daman, Daman-396220
11	Place, Date and Time of opening of Online Financial proposals received in response to the RFP notice	UT Administration of Daman & Diu Conference Hall, Secretariat, Fort Area, Moti Daman, Daman (The date & time shall be intimated to the qualifying bidders)
12	Contact Details for queries	0260-2230003 ddegs-dd@nic.in
13	Addressee and Address at which The proposal in response to RFP notice is to be submitted.	On-line on www.daman.nprocure.com

29/03/2017

— Sd —
Member Secretary
Daman & Diu e-Governance Society
Daman

RFP FOR

SELECTION

OF

PMC - PROJECT MANAGEMENT CONSULTANTS

FOR

Preparation of DPR/RFP and Bid Process

Management for Establishment of

UT Wide Fibre Network of

UT Administration of Daman & Diu

Ref.: 01/IT/DDeGS/File no. 431/2016-2017/454 dated 29/03/2017

The Director (IT)/MS (DDeGS)
Daman & Diu e-Governance Society
Department of Information Technology
U.T. Administration of Daman & Diu
Fort area, Moti Daman
Daman – 396 220

Table of Contents

Section No.	Content	Page No.
1	Introduction	03
2	Invitation for bids	08
3	Instructions to bidders	10
4	The Bid process	16
5	The Evaluation process	18
6	Scope of Work	24
7	General Terms & conditions	27
8	Annexures: Annexure A: Scope of work Annexure B: Information regarding any conflict activities and declaration thereof. Annexure C: Staffing schedule for consultancy assignment Annexure D: Financial Proposal for providing Consultancy services Annexure E: Deliverables and Timelines Annexure F: Terms of Payment Schedule	34 38 39 40 41 42

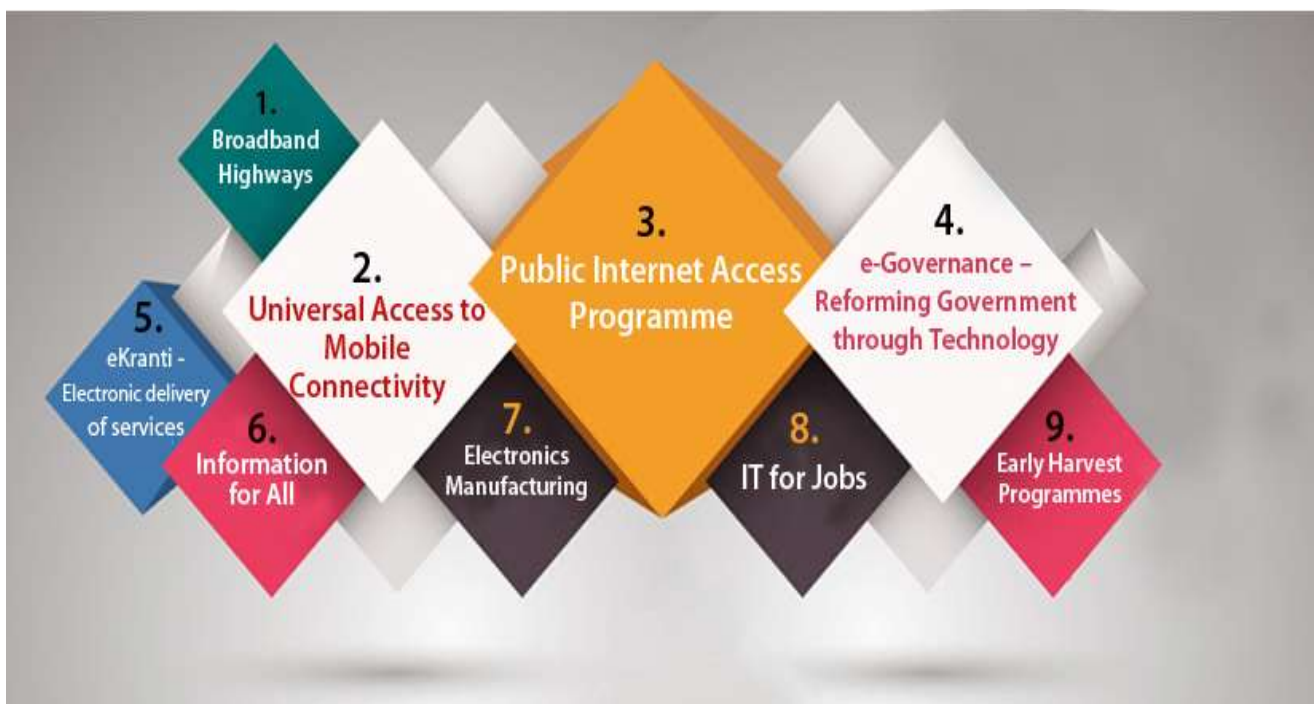
1. Introduction

Background Information

National Telecom Policy (NTP) - 2012 has one of the goals as “Broadband on Demand”. It envisages leveraging telecom infrastructure to enable all citizens and businesses, both in rural and urban areas, to participate in the Internet and web economy thereby ensuring equitable and inclusive development. It provides the enabling framework for enhancing India’s competitiveness in all spheres of the economy.

Further, Digital India is an ambitious program to prepare India for the knowledge based transformation and delivering good governance to citizens by synchronized and coordinated engagement with both central government and state government. The Digital India program is centered on three key areas- Digital infrastructure as a utility to every citizen, governance and services on demand and digital empowerment of citizens.

Digital infrastructure as a utility to every citizen will focus on providing high speed secure internet for enabling participation in digital and financial space. Governance and services on demand will stress on integrating services across departments and jurisdictions and making services available in real time for both online and mobile platform. Digital empowerment of citizens will pay emphasis on universal digital literacy and availability of digital resources/services in Indian languages.



Establishment of UT Wide Fibre Network of UT of Daman & Diu

The nine pillars of digital India program are:

- 1. Broadband highway:** Laying of national optical fibre network (NOFN) in all 2.5 lakh gram panchayats in the country
- 2. Universal access:** Ensuring mobile access in around 44,000 uncovered villages in the country. The project entails mobile coverage in uncovered areas and along national highways to be funded by Universal Service Obligation Fund (USOF).
- 3. Public Internet access:** To expand the coverage of common services center (CSC) from 1.35 lakh to 2.5 lakh, i.e. one in every panchayat. Even 1.5 lakh post offices to be converted to be converted to a multi-service centers in 2 years.
- 4. e-Governance:** Business process re-engineering will be undertaken to improve processes and service delivery. Services will be integrated with UIDAI, payment gateway and mobile platform, including public grievance redressal which will be automated end to end.
- 5. e-Kranti:** e-Kranti focuses on electronic delivery of services whether it is education, health, agriculture, justice and financial inclusion. In education, the focus is on digital literacy program and MOOC (massive online open courses) and installing free Wi-Fi in 250,000 schools. In healthcare, the government is stressing on online consultation, medical records, medicine supply and pan India exchange for patient information, pilots by 2015 and full coverage in 3 years. Farmers will get real time price information, online cash loan and relief payment with mobile banking.
- 6. Information for all:** The focus will be on online hosting of data and proactive engagement through social media and web based platforms like MyGov.
- 7. Electronics manufacturing:** Focus is on set top boxes, VSAT, mobile, consumer electronics, medical electronics, smart energy meters, smart cards and micro ATMs.
- 8. IT for Jobs:** To train one crore students from small towns and villages for IT sector, to train 300,000 service delivery agents in 2 years to run viable businesses delivering IT services and telecom service providers to train 500,000 rural workforce in 5 years.
- 9. Early Harvest:** To deploy Aadhar Enabled Biometric Attendance System (web based application software system) to enable online recording of attendance and its viewing by the concerned stakeholders. All cities with population of over one million and tourist centers to have public Wi-Fi hotspots.

Broadband is the infrastructure of the future. The aspirations of a rising India led by its demographic dividend require a robust and reliable backbone of broadband across India. In a country, which is transiting from backwardness to progress on social and economic fronts, affordability of broadband to serve the needs of all is a central policy.

Establishment of UT Wide Fibre Network of UT of Daman & Diu

Providing universal and affordable access to broadband to every citizen of India is one of the most critical and important action item for Digital India. With broadband becoming the basic platform for provision of a number of services like e-gov., e-health, e-commerce, e-banking, music and entertainment, universal access to the internet is a must to empower citizens. It will not only enable them to connect with their friends, family and communities but also use the online tools and information to help find jobs, start businesses, access healthcare, education and financial services. They will be able to effectively participate in the digital economy.

Building the knowledge economy is the key to solving many of our social and economic challenges as it will help in creating new growth opportunities for the masses in general. Expanding internet access globally could create another 140 million new jobs, lift 160 million people out of poverty and reduce child mortality. Universal access isn't an end in itself, but it's a powerful tool for change and empowerment

The proposed Optical Fibre Cable (OFC) network of UT of Daman & Diu is an ambitious initiative to trigger a broadband revolution in rural and urban areas of the Union territory

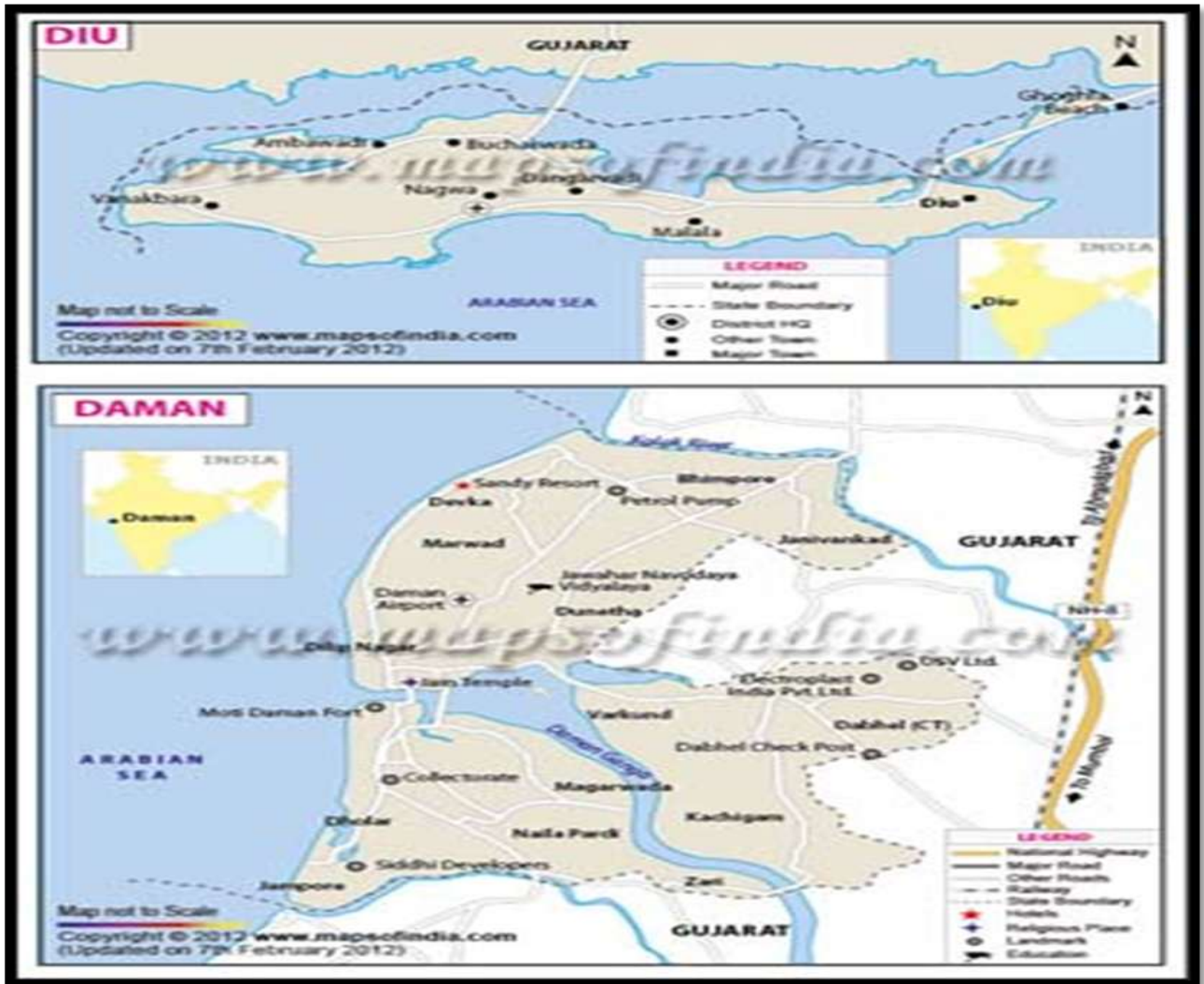
About UT Wide Fibre Network

Profile of the UT of Daman & Diu

The Union Territory of Daman and Diu, constituting an area of 112 Sq. Km, is located at the west coast of India on the Arabian Sea. The territory has two districts namely Daman and Diu, both on the sea side and enclosed with the state of Gujarat. Due to their location and weather advantages, they offer excellent potential for tourist traffic.

Daman constitutes of 72 Sq. kilometers geographical area and is situated at 20-22'-00" to 20-27'-25" latitude north of equator and between meridian 72-49'-42" to 72-54'-43" longitude. An important location advantage of Daman is its close proximity to Mumbai and is only 13 kilometer away from the nearest railway station, Vapi.

The district of Diu is a tiny island located slightly off the coast of Kathiawad, near the port of Veraval in Gujarat with a coastal length of 21 kilometer. It is 768 kilometres away from Daman. Diu is bounded by Junagadh and Amreli District of Gujrat in the North and by the Arabian Sea from three sides. It is situated between 20o-44'-34" to 20o-42'-00" latitude north of equator and between meridian 71o-00'-24" to 70o-52'-26" longitude east of Greenwich.



Its length from the extreme north and south measures 4.6 kilometers and width from east to west measures 13.8 kilometers. The nearest railway station is Delwada at a distance of 9 kilometers from Diu. A portion of Diu district is on the main land which is named Ghoghla.

UT Administration of Daman & Diu wants to establish its own Optical Fiber Backbone network for providing various digital connectivity facilities to all Government users as well as citizens of UT of Daman & Diu. This network backbone will create a Robust network infrastructure that can provide all kind of networking requirements to its users.

The UT Administration of Daman and Diu has initiated the process to create a high-bandwidth broadband network covering the entire Administration of Daman and Diu. The Government of UT Administration intends to establish connectivity from Daman to Diu, connectivity from respective block or Gram panchayats to all villages and Broadband connectivity to the households through this initiative.

Establishment of UT Wide Fibre Network of UT of Daman & Diu

The Department of Information Technology, Daman and Diu, desires to establish the network through a combination of Optic Fiber Cable (OFC) across the length and breadth of the State up to the village level and also have wireless technology deployed where OFC connectivity cannot be given due to topological constraints.

Under the proposed Optical Fibre Network, UT Administration wants to connect following in UT of Daman & Diu:

1. Connectivity between two district headquarters – Daman & Diu.
2. All Government offices.
3. All autonomous organizations associated with Government operations like, District Panchayat, Gram Panchayats, Municipal councils, Government PSUs etc.
4. All Educational Institutions including Government schools, Colleges, Anganwadies etc.
5. All Health care institutions like Government hospitals, CHCs, PHCs, Sub centres etc.
6. All Police stations, Police out-posts, Check-posts etc.
7. All FPS shops.
8. All locations of UT wide surveillance system to be implemented by UT Administration of Daman & Diu.
9. All locations of UT wide Traffic and Check-post Management system of Transport department of UT of Daman & Diu.
10. All Distilleries.

It seems, practically the proposed network should be capable to satisfy all types of high quality and high availability connectivity requirements of UT Administration as well as citizens of UT of Daman & Diu.

2. Invitation for Bids

2.1 RFP Notice

I. This RFP document invites detailed bid proposals from the interested parties (bidders) as a Project Management Consultant to submit their pre-qualification criteria, technical and financial offers for providing advisory services for the Survey, Design and Development of Fibre Network of UT Administration of Daman & Diu in accordance with the conditions and manner prescribed in this Request for Proposal (RFP) document.

II. Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP notice.

The details of the bid are as under:

2.2 Essential Information

S. No.	Information	Details
1	Bid Inviting Authority	The Member Secretary, Daman & Diu eGovernance Society, Department of Information Technology, Behind Secretariat, Fort Area, Moti Daman, Daman - 396220.
2	Bid Reference No and Date	01/IT/DDeGS/File no. 431/2016-2017/454 dated 29/03/2017
3	Place of Execution	UT Administration of Daman & Diu
4	Cost of RFP Document	Rs. 1,000/- (Rupees One Thousand) in the form of Demand Draft in favor of: "The Member Secretary, Daman & Diu eGovernance Society" payable at Daman
5	Bid security / Earnest Money Deposit	Rs. 50,000/- (Rupees Fifty Thousands only) in the form of FDR in favor of: "The Member Secretary, Daman & Diu eGovernance Society" payable at Daman or Bank Guarantee from Nationalized/Scheduled banks in an acceptable form, safeguarding Daman & Diu eGovernance Society, UT Administration of Daman & Diu's interest in all respect, valid for the period of 6 months.
6	Last date for submission of written queries for clarifications.	06.04.2017 up to 12:00 hrs.
7	Date of pre-bid conference	07.04.2017 at 16:00 hrs UT Administration of Daman & Diu Conference Hall, Secretariat, Fort Area, Moti Daman, Daman.
8	Response to Queries and Issue of Corrigendum	11.04.2017
9	Submission of RFP (Online)	25.04.2017 up to 16:00 hours

Establishment of UT Wide Fibre Network of UT of Daman & Diu

10	Place, Date and Time to open the Pre-Qualification & Technical bid	25.04.2017 at 17:00 hours at UT Administration of Dadra & Nagar Haveli Conference Hall, Secretariat, Amli road, Silvassa
11	Place, Date and Time of opening of Online Financial proposals received in response to the RFP notice	(The date, time & venue shall be intimated to the qualifying bidders)
12	Contact Details for queries	1. 0260-2230003 2.ddegs-dd@nic.in
13	Addressee and Address at which The proposal in response to RFP notice is to be submitted.	On-line on www.daman.nprocure.com

3. Instructions to bidders

- a) The entire proposal shall be strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected.
- b) The bidders are required to submit the Technical bid, on-line **ONLY** as per the instruction given in this RFP.
- c) Financial Bids must be submitted online on **www.daman.nprocure.com**
- d) Format for Financial Bid should be as per format provided. The formats are available online on the website **www.daman.nprocure.com**
- e) Please note that prices should not be indicated in the Technical Bid.
- f) Any deficiency or deviation in the documentation may result in the rejection of the bid.

3.1 Cost of RFP

The bidders can download the RFP document from “**www.daman.nprocure.com**”. In this case, the bidder has to enclose a bank demand draft of “Rs. 1,000/- (Rupees One Thousand only) drawn on Nationalized/Scheduled Bank payable at Daman in favour of “The Member Secretary, Daman & Diu eGovernance Society” payable at Daman.

3.2 Transfer of RFP

The RFP document is not transferable to any other bidder.

3.3 Bid Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to be done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The decision of The Member Secretary, Daman & Diu eGovernance Society, UT Administration of Daman & Diu in this regard is final and binding to all bidders.

3.4 Proposal Preparation Costs

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by The Member Secretary, Daman & Diu eGovernance Society, UT Administration of Daman & Diu to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. UT Administration of Daman & Diu will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This RFP does not commit The Member Secretary, Daman & Diu eGovernance Society, UT Administration of Daman & Diu to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

All materials submitted by the bidder become the property of Daman & Diu eGovernance Society, UT Administration of Daman & Diu and may be returned at its sole discretion, provided, any materials which are identified as “Proprietary and Confidential Material of Bidder” shall remain the property of such bidder and the Daman & Diu eGovernance Society, UT Administration of Daman & Diu shall maintain confidentiality of such materials.

3.5 Signing of Communication to the Daman & Diu eGovernance Society, Daman & Diu

All the communication to Daman & Diu eGovernance Society, Daman & Diu including this RFP and the bid documents shall be signed on each page by the authorized representative of the bidder and authorization letter should be attached with the bid.

3.6 Bidder inquiries and Daman & Diu eGovernance Society, Daman and Diu responses

Bidder shall send their written queries to the tendering authority on the contact details mentioned above. The response to the queries will be published on the website **www.daman.nprocure.com**

The preferred mode of delivering written questions to the aforementioned contact details would be through Mail or email. Telephone calls will not be accepted.

3.7 Amendment of RFP Document

- a. At any time, the Daman & Diu eGovernance Society, UT Administration of Daman & Diu may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an amendment. All the amendments made in

the document would be published on website **www.daman.nprocure.com** will form part of RFP for purpose of bid evaluation.

- b. The bidders are advised to visit **www.daman.nprocure.com** on regular basis for checking necessary updates. Daman & Diu eGovernance Society, UT Administration of Daman & Diu also reserves the right to amend the dates mentioned in this RFP for bid process.
- c. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, Daman & Diu eGovernance Society, UT Administration of Daman & Diu may, at its discretion, extend the last date for the receipt of bids by a reasonable period.

3.8 Supplemental Information to the RFP

If Daman & Diu eGovernance Society, UT Administration of Daman & Diu deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP. The same will be uploaded as corrigendum on **www.daman.nprocure.com**.

3.9 Daman & Diu eGovernance Society, UT Administration of Daman & Diu right to modify submission deadline

Daman & Diu eGovernance Society, UT Administration of Daman & Diu may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum or by intimating all bidders who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3.10 Daman & Diu eGovernance Society Daman & Diu right to terminate the process

Daman & Diu eGovernance Society, UT Administration of Daman & Diu may terminate the RFP process at any time and without assigning any reason. Daman & Diu eGovernance Society, UT Administration of Daman & Diu makes no commitments express or implied that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by Daman & Diu eGovernance Society, UT Administration of Daman & Diu. The bidder's participation in this process may result in Daman & Diu eGovernance Society, UT Administration of Daman & Diu selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not,
Department of Information Technology, UT Administration of Daman & Diu12

however, signify a commitment by Daman & Diu eGovernance Society, UT Administration of Daman & Diu to execute a contract or to continue negotiations. The Daman & Diu eGovernance Society, UT Administration of Daman & Diu may terminate negotiations at any time without assigning any reason.

3.11 Earnest Money Deposit and its amount (EMD)

- i. Bidders shall submit, along with their bids, EMD of Rs. 50,000/- (Rupees Fifty Thousand) only in the form of a FDR drawn on Nationalized/ Scheduled bank in favor of “The Member Secretary, Daman & Diu eGovernance Society” payable at Daman or Bank Guarantee from any of the Nationalized/Scheduled banks in an acceptable form, safeguarding Daman & Diu eGovernance Society, UT Administration of Daman & Diu’s interest in all respect, valid for the period of 6 months.
- ii. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- iii. Unsuccessful bidder’s EMD will be discharged/ returned within 60 days after the selection of the Project Management Consultant.
- iv. The EMD shall be submitted with the technical bid in a separately sealed envelope as mentioned in this section. Bids submitted without EMD will be rejected.
- v. The EMD may be forfeited:
 - a. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
 - b. In the case of a successful bidder if the bidder fails to sign the contract for any reason not attributable to the Daman & Diu eGovernance Society Daman & Diu or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
 - c. During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. During the bid process, if any information is found to be wrong/ manipulated/ hidden in the bid.
- vi. The decision of The Member Secretary, Daman & Diu eGovernance Society, UT Administration of Daman & Diu regarding forfeiture of the EMD amount and rejection of bid shall be final and binding to the bidder.

3.12 Authentication of bid

A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed and stamped by the person or persons signing the bid.

3.13 Validation of interlineations in bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

3.14 Language of bids

The bids and all correspondence and documents relating to the bids, shall be written in the English language. 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 passages in English language. In case of ambiguity, the English version of the bid shall be considered final and binding. There should be proper page numbering on every page of bid for proper referencing.

3.15 Submission of Bids

The Pre-qualification, Technical and financial bids must be submitted by the Bidder On-line ONLY on **www.daman.nprocure.com**. There is no physical submission except original EMD and Tender fee. EMD and Tender fee should be submitted physically to The Member Secretary, Daman & Diu eGovernance Society, UT of Daman & Diu as and when asked by The Member Secretary, Daman & Diu eGovernance Society, department, UT of Daman & Diu.

It is mandatory to submit Scanned copy of EMD and Tender fee On-Line as part of the submission of Pre-qualification and Technical bid. The scanned copy must be clear, visible, readable and complete in all aspects.

3.16 Period and Validity of bids

The bid shall be valid for 180 days from the closing date of submission of the bid. In extreme circumstances, Daman & Diu eGovernance Society, UT Administration of Daman & Diu at its discretion may solicit the bidders consent to extend the period of validity. The request and the responses for the same shall be made in writing. The bid valid for shorter period shall be rejected as non-responsive bid. In any case bid once submitted cannot be withdrawn.

3.17 Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of The Member Secretary, Daman & Diu eGovernance Society, UT Administration of Daman & Diu.

4. The Bid Process

4.1 Pre-Bid Conference

- i. The Daman & Diu eGovernance Society, UT Administration of Daman & Diu will host a pre-bid meeting at Conference Hall, Secretariat, Fort Area, Moti Daman, Daman, 396220. If there would be any change in date, time and venue than the same will be communicated through www.daman.nprocure.com
- ii. The bidder or its official representative will be invited to attend the pre-bid conference.
- iii. Bidders may confirm their participation one day in advance.
- iv. The purpose of the meeting is to provide bidders with information regarding the RFP and the Project requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.
- v. The response of the pre-bid meeting shall be uploaded on the website: **www.daman.nprocure.com**
- vi. The Daman & Diu eGovernance Society, UT Administration of Daman & Diu may make modifications to the RFP if necessary as a result of pre-bid meeting. All such modifications made to the RFP by Daman & Diu eGovernance Society, Daman & Diu will be issued as a corrigendum to the RFP and shall be uploaded on the website: **www.daman.nprocure.com**

4.2 Tender Evaluation Committee

The Tender Evaluation Committee constituted by the Daman & Diu eGovernance Society, UT Administration of Daman & Diu shall evaluate the bid response submitted by the bidders. The decision of the Tender Evaluation Committee in the evaluation of the Pre-Qualification Criteria, Technical and Financial bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the committee.

4.3 Opening of bids

- I. Daman & Diu eGovernance Society, UT Administration of Daman & Diu reserves the right to postpone or cancel the opening of the bid.
- II. The bidders' representatives, who are present at the time of opening of the bid, shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the same time and location on the next working day. However, if there is no representative of the bidder, Daman & Diu eGovernance Society, UT Administration of Daman & Diu shall go ahead and open the bid of the bidders.

- III. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- IV. To assist on the scrutiny, evaluation & comparison of offers, Daman & Diu eGovernance Society, UT Administration of Daman & Diu may at its discretion ask some or all the bidders for clarification of the offer. The request of and response to such clarification and response shall be necessarily be in writing.

4.4 Negotiations, Contract Finalization and Award

Daman & Diu eGovernance Society, UT Administration of Daman & Diu shall reserve the right to negotiate with the bidder(s) whose proposal is Most responsive by the Tender Evaluation Committee on the basis of the evaluation criteria of the bid. If Daman & Diu eGovernance Society Daman & Diu is unable to finalize a service agreement with Most responsive, Daman & Diu eGovernance Society, Daman & Diu may proceed to the next ranked bidder, and so on.

4.5 Award Criteria

Daman & Diu eGovernance Society, Daman & Diu will award the contract to the bidder whose bid is Most responsive.

4.6 Daman & Diu eGovernance Society, UT Administration of Daman & Diu Rights to accept / reject any or all proposals

Daman & Diu eGovernance Society, UT Administration of Daman & Diu reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of contract, without assigning any reason.

5. Evaluation Process

5.1 Tender Evaluation Committee

- The Tender Evaluation Committee constituted by the Daman & Diu eGovernance Society shall evaluate the bids.
- The Tender Evaluation Committee shall evaluate the Technical and Financial bids and submit its recommendation to Competent Authority whose decision shall be final.

5.2 Prequalification Criteria

The bidder shall fulfill all of the following eligibility criteria:

Sr. No.	Pre-qualification Criteria	Supporting Documents
1	Bidder should be in operation for the period of 5years as on 31.12.2016	Certificate of Incorporation or any relevant documents
2	It is not a loss-making entity - The bidder should have been making profit for the last three financial years i.e. 2013-2014, 2014-2015 & 2015-2016	Copy of audited financial Statements including P & L statements for last 3 financial years
3	Bidder should have a minimum average turnover of Rs. 5 crores or currency equivalent during the last 3 financial years, i.e. 2013-2014, 2014-2015 & 2015-2016 from advisory or consultancy services in IT, ITeS, ICT infrastructure Design, Project consultancy, e-Governance.	Copy of audited financial Statements for last 3 financial years. Certificate from CA for revenue from advisory or consultancy services in IT, ITeS, ICT infrastructure Design, Project consultancy, e-Governance.
4	Bidder must have valid certificate for ISO 9001:2015/9001:2008/ISO 27001:2013	Copy of ISO 9001:2015/9001:2008/ISO 27001:2013 certificates
5	Bidder should have provided consultancy / Advisory services to at least 5 IT infrastructure projects/e-Governance projects in last 5 years. The value of advisory services of each project should be more than 20 Lakhs.	Copy of Project Completion Certificate(Self certification is allowed) and Work Order and Client Reference for Verification
6	Bidder should have provided consultancy / Advisory services to at least 3 Networking projects in last 5 years. The value of advisory services of each project should be more than 20 Lakhs.	Copy of Project Completion Certificate(Self certification is allowed) and Work Order and Client Reference for Verification
7	Bidder should have provided consultancy / Advisory services to at least 1 project in last 3 years where the Fiber laying operations of Minimum 100 linear Kilometers is part of the project. The ongoing project with certification of successful completion of Fibre laying work of 100 linear Kilometers will be considered.	Copy of Project Completion Certificate (Self Certification is allowed) and Work Order and Client Reference for Verification

Sr. No.	Pre-qualification Criteria	Supporting Documents
8	The Bidder should have minimum 20 fulltime consultants working on Networking operations. Out of which minimum 5 consultants/experts are of Fiber network operations.	Self-Attested Certificate (signed by Company Secretary/ HR Department) clearly mentioning the details of all experts including their qualification, certification, No. of years of experience, area of expertise and major projects handled
9	The bidder shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices(blacklisted) by any Ministry/ Department of GoI/ State/UT Government/ Government Organizations	Self-Attested Declaration on company letter head (signed by Authorized Signatory)
10	The bidder should be registered with the VAT/Service Tax department and carry a valid PAN/ TAN Number, Sales Tax /TIN No.	Copy of the certificate of Service Tax Department, PAN/TAN Number, Sales Tax/ TIN No.
11	Letter of Authorization Signed by Managing Director or Board	Original copy should be signed and notarized in a legal bond paper
12	Bidder Should produce Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).	Copy of Article of Association or relevant documents for all bidder members

5.3 Process of Evaluation

The evaluation will consist of the following phases

Phase I: Evaluation of Eligibility Criteria

Phase II: Evaluation of Technical Bids

Phase III: Evaluation of Financial Bids

Phase IV: Combined Evaluation of Technical & Financial Bid

Phase I: Evaluation of Eligibility criteria:

In this part the Bidders will be evaluated for the fulfillment of the conditions specified in the Eligibility criteria mentioned above in section 5.2

Phase II: Evaluation of Technical Bids:

In this part the technical bid of only those bidders who have qualified the **Phase I**. I.e. Eligibility criteria will be evaluated.

The technical bid will be evaluated on the parameters described in the following section 5.4

Analysis of technical bid

- In this part, the technical bid will be analyzed and evaluated and the technical; bid marks (S_t) shall be assigned to each bid on the basis of following evaluation matrix
- Technical Bid Score: The Technical Bid Score ' S_t ' of the Bidder shall be derived as under

$$S_t = (S_{tm}/S_H) \times 100, \text{ where}$$

S_t is the Technical Bid Score

S_{tm} = Total technical bid marks of the bidder under consideration

S_H = Highest total technical; bid marks amongst all evaluated bids.

- The Bid Evaluation Committee reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without requirement of intimating the Bidder of any such changes. At any time during the process of evaluation the Bid Evaluation Committee may seek specific clarifications from any or all Bidders.

Phase III: Evaluation of Financial Bids:

In this phase, the Financial Bids of the Bidder, who are technically qualified in Phase II, shall be opened. Formula to determine the scores for the Financial Bids shall be as follows.

$$S_f = (F_L/F) \times 100$$

Where,

S_f is the Financial Score

F_L is the value of the lowest Commercial Bid

F is the price quoted in the bid under consideration.

Phase IV: Combined Evaluation of Technical & Financial Bid

- The Total score of the Bidder will be determined as under:

$$\text{Total Score} = (T_s) = (0.7 \times S_t) + (0.3 \times S_f)$$

- The bid of the bidder, who obtains the highest T_s value, will be rated as the Most Responsive Bid. In the event of the same T_s score of bidders, the bid with the highest technical score (S_t) will be rated as the most responsive bid. Beyond that, Bid Evaluation Committee will decide the matter in its full discretion.
- UT Administration of Daman & Diu will have the right to negotiate with the successful bidder. The decision of the UT Administration of Daman & Diu shall be final and binding on the bidders.

5.4 Technical Evaluation:

Sr. No.	Parameter	Max Marks	Required Document
1.	Company Profile and Competence (Refer below table for detailed point system)	20	Audited Financial Statement / Auditor Certificate, MoA or company registration docs, HR declaration etc.
2.	Previous project experience (Refer below table for detailed point system)	30	Proof of experience in the form of client citations, work orders, completion certificates to be submitted.
3.	Domain Experience (Refer below table for detailed point system)	25	Proof of experience in the form of client citations, work orders, completion certificates to be submitted.
4.	Technical Presentation (Refer below table for detailed point system)	25	Technical proposal and Technical presentation of bidder
Total Marks		100	
Cut Off Marks for qualifying		70	

Detailed Point System:

1	Company Profile and Competence				20
1.1	No. of years' experience of the bidder in IT/ICT infrastructure Design, Project Consultancy/Advisory services				5
	5 years (3 Marks)	>5 To 7 years (4 Marks)		>More than 7 years (5 Marks)	
1.2	Annual average turnover of bidder in INR or currency equivalent during the last 3 financial years, i.e. 2013-2014, 2014-2015 & 2015-2016 from advisory or consultancy services in IT, ITeS, ICT infrastructure Design, Project consultancy, e-Governance.				10
	5 – 9 Cr (6 Marks)	>9 – 14 Cr (8 Marks)		Greater than 14 Cr (10 Marks)	
1.3	Number of fulltime consultants working on Networking operations				5
	20-30 (3 Mark)	31-40 (4 Marks)		More than 40 (5 Marks)	
2	Previous project experience				30
2.1	Provided consultancy / Advisory services to no. of IT infrastructure projects in last 5 years. The value of advisory services of each project should be more than 20 Lakhs.				15
	5	6	7	More than 7	
	6	9	12	15	
2.2	Provided consultancy / Advisory services to no. of e-Governance projects in last 5 years. The value of advisory services of each project should be more than 20 Lakhs.				10
	5	6	7	More than 7	
	6	7	8	10	
2.3	Provided consultancy / Advisory services to PPP (Public Private Partnership) projects in last 5 years.				5
	No (0 Marks)		Yes (5 Marks)		

Establishment of UT Wide Fibre Network of UT of Daman & Diu

3	Domain Experience				25
3.1	Provided consultancy / Advisory services to Networking projects in last 5 years. The value of advisory services of each project should be more than 20 Lakhs.				10
	3	4	5	More than 5	
	6	7	8	10	
3.2	In last 5 years, provided consultancy / Advisory services to no. of IT infrastructure projects where the Fiber laying operations of Minimum 100 linear Kilometers is part of the project.				15
	1	2	3	More than 3	
	6	9	12	15	
4	Technical Presentation				25
4.1	Understanding of scope of work and requirements				5
4.2	Approach & Methodology for operations/execution, project management and proposed plan of providing advisory services				5
4.3	Proposed technical architecture and system integration				5
4.4	Risk Identification & Mitigation Plan				5
4.5	Proposed revenue sharing PPP model for the project to be undertaken				5

Note: Only completed projects will be considered for evaluation against points 2.1, 2.2, 2.3, 3.1. For point 3.2, ongoing projects with certification of successful completion of Fibre laying work of minimum 100 linear Kilometers will be considered for evaluation. The bidder may give self-certification for the completion of the projects against above points.

5.5 Selection of a Project Management Consultant

I. The tender Evaluation Committee will select the bidder achieving the evaluation methodology as defined in Section 5.3 as the Project Management Consultant (PMC) of the project.

II. Daman & Diu eGovernance Society, UT Administration of Daman & Diu will have the right to negotiate with the successful bidder. The decision of the Tender Evaluation Committee of the Daman & Diu eGovernance Society, UT Administration of Daman & Diu shall be final and binding on the bidders.

5.6 Notification of Award of Contract

I. Prior to the expiration of the period of proposal validity, Member Secretary, Daman & Diu e-Governance Society, UT Administration of Daman & Diu or its authorized person will notify to the successful bidder in writing or by fax or email that the bid has been accepted.

II. Daman & Diu e-Governance Society, UT Administration of Daman & Diu may place the work order to successful bidder.

5.7 Signing of Contract

- i. Within 30 days of receipt of the work order, the successful bidder shall sign the agreement with Daman & Diu eGovernance Society, UT Administration of Daman & Diu.
- ii. All incidental expenses of execution of the agreement shall be borne by the successful bidder.
- iii. The agreement between Daman & Diu eGovernance Society, UT Administration of Daman & Diu and the successful bidder shall cover in detail the aspects/terms of contract such as mentioned below but not limited to:
 - a. Performance security
 - b. Warranty
 - c. Payment
 - d. Prices
 - e. Assignment
 - f. Sub-contracts
 - g. Termination
 - h. Applicable Law
 - i. Notices
 - j. Change orders
 - k. Taxes and Duties
 - l. Confidentiality
 - m. Limitation of liability
 - n. Training and consultancy
 - o. Technical Documentation
 - p. Project Management
 - q. Bidder's obligations
 - r. Department's obligations
 - s. Patent Rights & IPR
 - t. Service Levels & Penalty on breaching Service Levels
 - u. Any additional items as decided by the Daman & Diu eGovernance Society, UT Administration of Daman & Diu
- iv. Thereafter the successful bidder shall be officially termed as "Project Management Consultant – PMC" of the Fiber Network Project of Daman & Diu eGovernance Society of UTs of Daman & Diu.

6. Scope of work:

Overview of Scope of Work:

The **Department of IT**, U.T. Administration of Daman & Diu intends to hire a Project Management Consulting firm for providing advisory support and preparation of DPR for strategizing and implementing UT Wide Fibre Network in UT of Daman & Diu.

This section deals broadly with activities to be undertaken by the selected Project Management Consultant who would provide its services to the Project of establishing UT Wide Fibre Network.

Project Overview:

The main tasks of the Project Management consultancy will be to guide and to provide handholding support to the Department of IT in conceptualizing and Planning through

- a) As Is study of the existing network & systems
- b) Survey of UT of Daman & Diu with respect to the need of the project.
- c) Preparation of To-Be report and Feasibility report.
- d) Preparation of DPR – Detailed Project Report. The consultant will also assist the department in resolving any queries raised during the approval process till the approval of DPR.
- e) Preparation of RFP for Selection of System Integrator for establishment, operation and Maintenance of UT wide Fibre Network. The consultant will also assist the department in resolving any queries raised during the approval process till the approval of RFP.
- f) Help the department in formulating strategies for smooth and efficient operations of UT wide Fibre network

6.2 Project Overview: The main tasks of the Project Management consultant will be to guide and to provide handholding support to the Department in conceptualizing and Planning through

- a) As Is study of the existing network & systems
- b) Survey of UT of Dadra & Nagar Haveli with respect to the need of the project.
- c) Preparation and submission of DPR – Detailed Project Report. The consultant will also assist the department in resolving any queries raised during the approval process till the approval of the DPR
- d) Preparation and submission of RFP for Selection of System Integrator for establishment, operation and Maintenance of UT wide Fibre Network. The consultant will also assist the

department in resolving any queries raised during the approval process till the approval of the RFP

- e) Help the department in formulating strategies for smooth and efficient operations of UT wide Fibre network.

6.3 Scope of Work:

6.3.1 The scope of work as outlined in this section should be read in conjunction with the details given in Annexure A. This may not be exhaustive or comprehensive, further functional requirements may be revealed after the field study and interaction of the PMC with all stakeholders.

6.3.2 The 'Project Management Consulting firm' is expected to facilitate the Department of IT, UT Administration of Dadra & Nagar Haveli in the following broad areas of work relating to project management consultancy.

- a) To advice the Department of IT on the technical aspects of the implementation of scope of work of the project.
- b) To provide technical experts and consultants and perform the different activities like survey of Dadra & Nagar Haveli geographical area, design of technical architecture, finalizing the integration requirements with respect to the various operations of the network etc.
- c) A detailed Technology Road Map and Action Plan for the Department of IT to achieve the scope of work of the project.
- d) Publishing of project GIS data, post survey, in the DPR/ RFP prepared by the PMC
- e) Bid process management of the RFP/tender prepared by selected bidder till selection of implementing agency, preparing of Work order, contract, agreement etc as necessary and submission till approval
- f) Preparation of detailed project report (DPR), RFP for selection of System Integrator and Submission of projected Budgetary Estimates and Annual Action Plans.
- g) Seminars and knowledge sharing sessions for officers at all levels including senior management and developing training and capacity building modules

The 'Project Management Consulting firm' is expected to facilitate the Department of IT, UT Administration of Daman & Diu in the following broad areas of work relating to project management consultancy.

Establishment of UT Wide Fibre Network of UT of Daman & Diu

- a. To advice the Department of IT on the technical aspects of the implementation of scope of work of the project.
- b. To provide technical experts and consultants and perform the different activities like Survey of Daman & Diu districts, Design of technical architecture, finalize the integration requirements with respect to the various operations of the network etc.
- c. A detailed Technology Road Map, period wise & Action Plan for the Department of IT to achieve the scope of work of the project.
- d. Publishing of GIS data, post survey in the DPR/RFP prepared by the PMC.
- e. Preparation of detailed project report (DPR), RFP for selection of System Integrator and Submission of projected Budgetary Estimates and Annual Action Plans.
- f. Bid process management of the RFP/tender prepared by selected bidder till selection of implementing agency, preparing of work order, contract, agreement etc. as necessary and submission till approval.
- g. Seminars and knowledge sharing sessions for officers at all levels including senior management and developing for training and capacity building,

The scope of work as outlined in this section should be read in conjunction with the details given in Annexure A. This may not be exhaustive or comprehensive, further functional requirements may be revealed after the field study and interaction of the PMC with all stakeholders.

On the basis of the scope of work mentioned above and also in Annexure A, the consultant is required to understand and estimate the manpower requirement for all the activities mentioned in Scope of Work.

7. General Conditions

7.1 Performance Bank Guarantee

- i. The PMC shall submit Bank Guarantee of amount equivalent to 10% of the Consultancy services cost value as unconditional and irrevocable Performance Bank Guarantee (PBG) from the Nationalized/ Scheduled Bank in the name of Member Secretary, Daman & Diu eGovernance Society.
- ii. The Performance Bank Guarantee shall be valid till the end of the project. The Performance Bank Guarantee shall be returned to the PMC only on completion of all work satisfactorily.
- iii. In the event of the bidder being unable to service the contract for whatever reason, Daman & Diu eGovernance Society, UT Administration of Daman & Diu would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever Daman & Diu eGovernance Society, UT Administration of Daman & Diu under the contract in the matter, the proceeds of the PBG shall be payable to Daman & Diu eGovernance Society as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. Daman & Diu eGovernance Society shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the bidder is in default.
- iv. Daman & Diu eGovernance Society, UT Administration of Daman & Diu shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatements.

7.2 Miscellaneous Terms & Conditions

- i. The bidders can submit their technical and financial offers for Consultancy / Advisory services of Survey, and preparation of DPR of Fibre Network of UT Administration of Daman & Diu. The selected bidder will be the Project Management Consultant (PMC) of the project in Union Territory of Daman & Diu.
- ii. The end product of the work assignment carried out by the selected PMC, in any form, will be the sole property of the Daman & Diu eGovernance Society, UT Administration of Daman & Diu.
- iv. The selected PMC shall not outsource the work to any other associate / franchisee / third party under any circumstances without the written prior approval of the Daman & Diu eGovernance Society, UT Administration of Daman & Diu.
- v. The selected PMC shall perform the services and carry out its obligations with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry

and with professional engineering and training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall deploy appropriate advanced technology and safe and effective methods.

vi. The selected PMC automatically agrees with Daman & Diu eGovernance Society, UT Administration of Daman & Diu for honoring all aspects of fair trade practices in executing the work order placed by Daman & Diu eGovernance Society, UT Administration of Daman & Diu.

vii. In the event the Selected PMC or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with Daman & Diu eGovernance Society, UT Administration of Daman & Diu should be passed on for compliance to the new company/ new division in the negotiations for their transfer.

viii. All the cost and charges in the bid should be expressed in Indian rupees without any dependence on exchange rate, duty or tax structure.

7.3 Failure to agree with the terms & conditions of the RFP

Failure of the PMC to agree with the terms & conditions of the RFP shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next bidder.

7.4 Agreement

Daman & Diu eGovernance Society, UT Administration of Daman & Diu shall execute an agreement with the Project Management Consultant (PMC) as per the terms and conditions of the RFP. The conditions stipulated in the agreement must be strictly adhered to and any violation of any of the conditions will entail termination of the contract without prejudice to the rights of Daman & Diu eGovernance Society, UT Administration of Daman & Diu. In such a case, Daman & Diu eGovernance Society, UT Administration of Daman & Diu has the right to invoke Performance Bank Guarantee and further right to terminate the entire or part of the contract by giving 1 months' notice period.

7.5 Indemnity

PMC has to indemnify Daman & Diu eGovernance Society, UT Administration of Daman & Diu against any claims, losses, causes, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against Daman & Diu eGovernance Society, UT Administration of Daman & Diu for any deficiency in services related to the project provided by the PMC during the period of contract.

7.6 Force Majeure

- i. Force majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the contract, bid and/or the tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract.
- ii. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a force majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing/ fax/ e-mail at the earliest. Daman & Diu eGovernance Society, UT Administration of Daman & Diu will make the payments due for services rendered till the occurrence of force majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- iii. In case of a force majeure all parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of force majeure.
- iv. Force majeure clause shall mean and be limited to the following in the execution of the conditions of empanelment placed by Daman & Diu eGovernance Society, UT Administration of Daman & Diu:-
 - War / hostilities
 - Riot or Civil commotion
 - Earth quake, flood, tsunami, tempest, lightning or other natural physical disaster
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the selected PMC, which prevent or delay the executive of the order by the selected PMC
- v. The selected PMC shall inform the Daman & Diu eGovernance Society, UT Administration of Daman & Diu in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, Daman & Diu eGovernance Society reserve the right to cancel the conditions of empanelment without any

obligation to compensate the selected PMC in any manner for what so ever reason, subject to the provision of clause mentioned above.

vi. Applicable Law - The conditions shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time.

vii. Notwithstanding above, the decision of Daman & Diu eGovernance Society, UT Administration of Daman & Diu shall be final and binding on the PMC.

viii. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, tsunami, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, authorized acts lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the PMC shall promptly notify Daman & Diu eGovernance Society, UT Administration of Daman & Diu in writing of such condition and the cause thereof. Unless otherwise directed by Daman & Diu eGovernance Society, UT Administration of Daman & Diu, the successful PMC shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful PMC shall, at the discretion of Daman & Diu eGovernance Society, UT Administration of Daman & Diu, be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

7.7 Penalty

1 Penalty for exit/replacement

- a. Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer.
- b. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
- c. The replaced resource will be accepted by the DDeGS only if, found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of DDeGS. The bidding firm shall be allowed 15 days to replace the resource.

d. The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:

1. Within 2 Months : Rs. 1, 00,000 (Rupees One Lac)
2. After 2 Months - Rs. 50,000 (Rupees Fifty Thousand)

A penalty of Rs. 2 Lakhs per resource will be levied if a resource who has not resigned and is removed from the project by the bidder]

e. After expiry of 15 calendar days of exit, a penalty of Rs. 2000 per working day per resource will also be imposed till suitable replacement is not being provided by the bidder.

2 Penalty for absence

a. In the case of absence (apart from allowed leaves) of a resource during project period a penalty of Rs. 3,000 per working day per resource will be levied on such absence. Under exceptional conditions, maximum five days leave shall be allowed per resource during project period, beyond which the resource should be replaced with equal competency.

b. Penalty would be deducted from the applicable payments or from the any other owing to the PMC from the department.

7.8 Liquidated Damage: Time is the essence of the Agreement and the completion of deliverables within the given timeframe are binding on the Consultant. In the event of delay, for causes attributable to the Consultant, in meeting the deliverables, DDeGS shall be entitled at its option to recover from the Consultant as agreed, liquidated damages, a sum of 0.5% of the contract value which suffered delay for each completed week or part thereof by which the deliverable has been delayed subject to a limit of 10% of the contract value.

7.9 Exit Management

1. Transfer of Assets

The successful PMC shall be entitled to use the assets for the duration of the exit management period, which shall be the One-month period from the date of expiry of contract, or termination of the SLA.

2. Cooperation and Provision of Information

During the exit management period the successful PMC will allow DDeGS access to information reasonably required defining the then current mode of operation associated with the provision of the services to enable DDEGS to assess the existing services being delivered.

3. Confidential Information, Security and Data

The successful PMC will promptly on the commencement of the exit management period, supply to the client or its nominated agencies the following:

- Information relating to the current services rendered and performance data relating to the performance of the services; documentation, project's Intellectual Property Rights; any other data and confidential information. All current and updated project data as is reasonably required for purposes of the project.
- All other information (including but not limited to documents, records and agreements) relating to the operations to enable the Client and its nominated agencies, or its Replacement Successful PMC to carry out due diligence in order to transition the provision of the services to client or its nominated agencies, or its replacement successful PMC (as the case may be).

7.10 Termination

Termination for Default: DDeGS, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the PMC, may terminate this Agreement fully or in part:

- If, PMC fails to deliver any or all contracted services as per standards specified in the Agreement or If the PMC fails to perform other obligation(s) under the Agreement, or if the PMC in the judgment of DDeGS has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
- In such type of event DDeGS can terminate this Agreement and would be free to fully take over the assets and operations. However, the payment for delivered & implemented modules/ phases/ Parts shall be made to PMC after due discussion with DDeGS, UT Administration of Daman & Diu.

Termination of Insolvency: DDeGS may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DDeGS.

Termination of Convenience: DDeGS reserves the right to terminate the project at any stage of the project without assigning any reason and shall not be liable for any cost or damages of the payment in line of termination.

Annexure A: Scope of work:

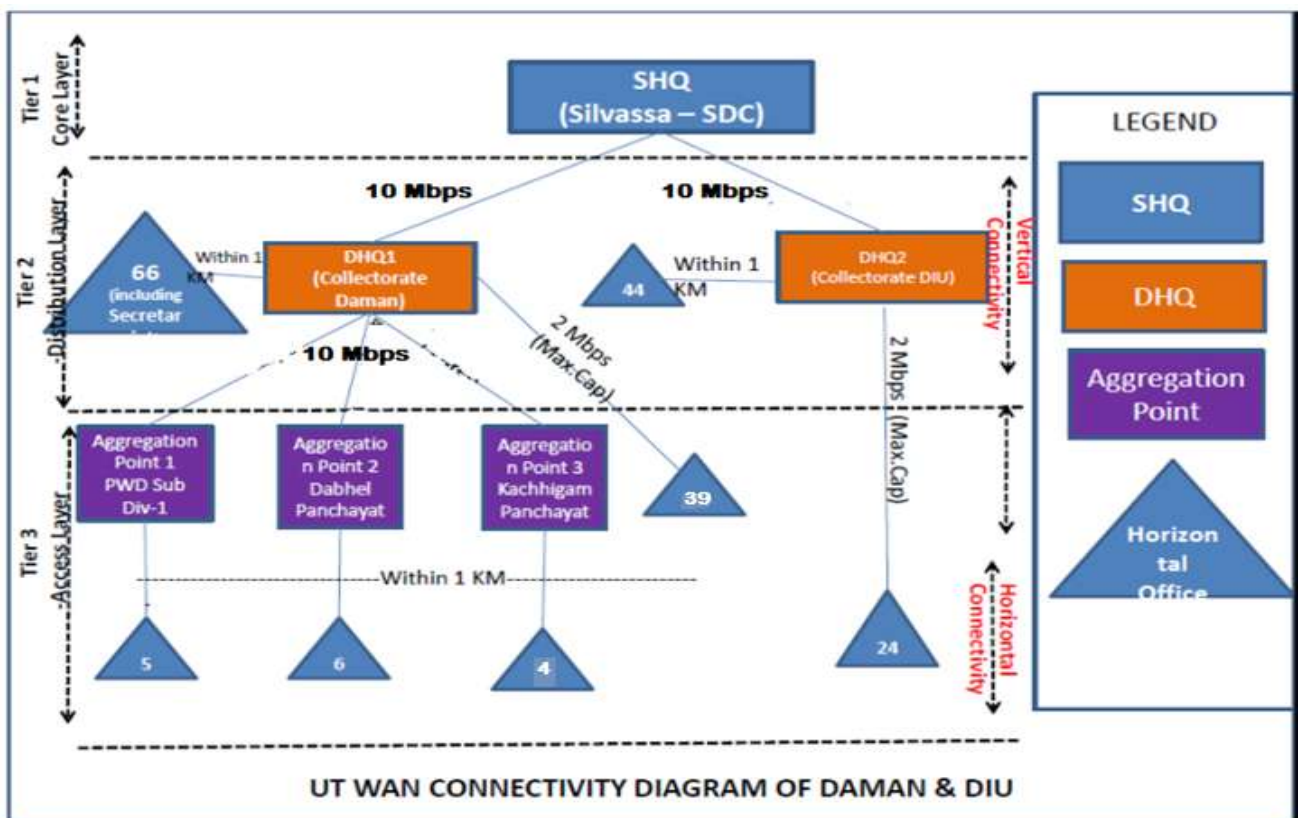
UT Administration of Daman & Diu is planning to establish an integrated and robust communication & Networking Backbone infrastructure for providing services to citizens in urban and rural areas and also support Government operations to utilize the Information & Communication Technology (ICT) infrastructure established at various government offices for implementing smart Government.

Project Overview:

Present Networking set-up in UT of Daman & Diu:

UT Administration of Daman & Diu have established UTWAN (Union Territory Wide Area Network) as per the SWAN scheme of Department of Information Technology, Ministry of Electronics & Information Technology, Government of India. Under this network about 200 Government offices and Government institutions are connected on Leased Line network provided by BSNL at minimum bandwidth of 2 Mbps. This network is a converged network for providing Voice, Video and Data communication facility to all Government offices. This is a private and secure network established as per the standards framed by Department of Information Technology, Ministry of Electronics & Information Technology, Government of India. This network also provided Internet facility to all Government users of UT Administration.

The network diagram is as shown below:



Proposed Optical Fiber Network:

UT Administration of Daman & Diu wants to establish its own Optical Fiber Backbone network for providing various digital connectivity facilities to all Government users as well as citizens of UT of Daman & Diu. This network backbone will create a Robust network infrastructure that can provide all kind of networking requirements to its users.

The UT Administration of Daman and Diu has initiated the process to create a high-bandwidth broadband network covering the entire Administration of Daman and Diu. The Government of UT Administration intends to establish connectivity from Daman to Diu, connectivity from respective block or Gram panchayats to all villages and Broadband connectivity to the households through this initiative. The Department of Information Technology, Daman and Diu, desires to establish the network through a combination of Optic Fiber Cable (OFC) across the length and breadth of the State up to the village level and also have wireless technology deployed where OFC connectivity cannot be given due to topological constraints.

Under the proposed Optical Fibre Network, UT Administration wants to connect following in UT of Daman & Diu:

1. Connectivity between two district headquarters – Daman & Diu.
2. All Government offices.
3. All autonomous organizations associated with Government operations like, District Panchayat, Gram Panchayats, Municipal councils, Government PSUs etc.
4. All Educational Institutions including Government schools, Colleges, Anganwadies etc.
5. All Health care institutions like Government hospitals, CHCs, PHCs, subcenters etc.
6. All Police stations, Police out-posts, Check-posts etc.
7. All FPS shops.
8. All locations of UT wide surveillance system to be implemented by UT Administration of Daman & Diu.
9. All locations of UT wide Traffic and Check-post Management system of Transport department of UT of Daman & Diu.
10. All distilleries.

It seems, practically the proposed network should be capable to satisfy all types of high quality and high availability connectivity requirements of UT Administration as well as citizens of UT of Daman & Diu.

Establishment of UT Wide Fibre Network of UT of Daman & Diu

Services offered to:

- Government – Intranet, Voice, Data, Video and Internet connectivity
- Public – Internet, VPN's, Voice, Data, IPTV, Public services etc.

Detail of Services:

- Video Conferencing (Point to point, multiparty)
- High Speed Intranet / Internet access to all Government departments
- High Speed File and Data Transfers.
- Unprecedented access to State Data Center/NIC
- Phones (IP phones) etc.

Following need to be considered for implementing UT wide Optical Fibre Network:

- Possibility of using Electrical transmission network of UT of Daman & Diu for laying fiber on transmission cable line.
- Integration of UTWAN facilities with Daman & Diu fiber Network and then gradual removal of connectivity established under UTWAN network.
- Integration of NICNET and NKN with Daman & Diu UT Fibre network.
- The bandwidth requirements can be decided after detail survey, study etc. It should be finalized at the time of preparation of DPR.
- The arrangement of GIS data is bidders responsibility. The available GIS data will be provided to the successful bidder. However any gaps in the available data and which is necessary for successful completion of the project shall be made good by selected bidder at their cost as part of the overall accepted bid cost. No extra payments will be made in this regard by the bidding authority.
- Possibility of implementing this project on PPP mode. Also, the consultant has to evaluate different models of PPP (Minimum 3 Models) and submit the report.

The 'Project Management Consulting firm' is expected to facilitate the Department of IT, U.T. Administration of Daman & Diu in the following broad areas of work relating to project management consultancy:

Establishment of UT Wide Fibre Network of UT of Daman & Diu

- a) To advice the Department of IT on the technical aspects of the implementation of scope of work of the project.
- b) To provide technical experts and consultants and perform the different activities like Survey of Daman & Diu districts, Design of technical architecture, finalize the integration requirements with respect to the various operations of the network etc.
- c) A detailed Technology Road Map as well as a detailed IT Strategy, year wise & Action Plan for the Department of IT to achieve the scope of work of the project.
- d) Preparation of detailed project report (DPR), RFP for selection of System Integrator and Submission of projected Budgetary Estimates and Annual Action Plans.
- e) Seminars and knowledge sharing sessions for officers at all levels including senior management and developing for training and capacity building,

Annexure B: Information regarding any conflict activities and declaration thereof.

Are there any activities carried out by your firm or Group Company or any member of the consortium which are of conflicting nature. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the members of the firm are not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by DDeGS, UT Administration which shall be binding on us.

Authorized Signature
[In full and initials]
Name and Title of Signatory
Name of Firm
Address

Annexure C: Staffing schedule for consultancy assignment

1. Fiber Network of UT of Daman & Diu									
No	Level	Consultant in week (in the form of a bar chart)							Total man-month proposed
		1	2	3	4	5	6n	Total
1									
2									
3									
4									
N									
Total									

- 1) For Professional Staff the input should be indicated individually; for support staff it should be indicated by category
- 2) Weeks are counted from the start of the assignment.

Annexure D: Financial Proposal for providing Consultancy services

Project Activity	Net cost in INR	Applicable taxes in INR	Total cost in INR
1. Preparation of As-Is Study including survey of Daman & Diu districts			
2. Preparation of To- Be report & Feasibility report			
3. Preparation of DPR& RFP			
4. Bid management process.			
	Total		

Annexure E: Deliverables and Timelines

The deliverables for the consultant and the corresponding timelines based on the scope of work as detailed above are:

Deliverable No.	Deliverable	Timelines (in weeks)
D1	Project initiation report	T + 1 week
D2	As-Is report	T + 2 weeks
D3	To-Be report and Feasibility report	T + 4 weeks
D4	Detail project report(Along with Change Management plan) (Final Submission Leading to approval)	T + 6 weeks
D5	RFP (Request For Proposal) (Final Submission Leading to approval)	T + 8 weeks
D6	Bid management process	T + 14 weeks
D7	Project completion report	

T is date of Project Kick-off Meeting

Annexure F: Terms of Payment Schedule

- a. All the payments to the PMC – Project Management Consultant will be made as per terms of payment and payment schedule as below:

Milestone achievement	% payment
Submission and Acceptance of As Is Report & Survey report	10
Submission and Acceptance of To Be Report & Feasibility Report	10
Submission and Acceptance of Detailed Project Report	30
Submission and Acceptance of RFP	20
Final payment after DDeGS signing the agreement with System integrator for implementation of the project	30

- b. All the claims will be raised by PMC – Project Management Consultant and the payments will only be made to the PMC – Project Management Consultant through cheque/ Online payment to PMC's bank account.
- c. In the event of premature termination of the Agreement prior to the completion of contract, the Vendor / Service Provider shall not be eligible to receive any compensation or payment.