



National Intelligence Grid (NATGRID)

Ministry of Home Affairs, Govt. of India

1st Floor, Shivaji Stadium Annexe, Connaught Place,
Shaheed Bhagat Singh Marg, New Delhi - 110001

Tender No.21011/32/2017-POT

Dated 13/07/2018

**e-TENDER DOCUMENT FOR
PROCUREMENT OF HARDWARE & SOFTWARE
FOR NATGRID**

The information provided by the bidders in response to this Tender Document will become the property of NATGRID (MHA) and will not be returned. NATGRID reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by NATGRID (MHA) for PROCUREMENT OF HARDWARE & SOFTWARE FOR NATGRID. It should not be reused or copied or used partially or fully in any form.

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SECTION - 1

Notice Inviting e-Tender (NIT)

1. **Online** bids are invited by NATGRID, an attached office of Ministry of Home Affairs, under two bid system for “**PROCUREMENT OF HARDWARE & SOFTWARE FOR NATGRID**”.
2. Tender documents may be downloaded from the CPPP e-Procurement Portal <https://eprocure.gov.in/eprocure/app> or the Ministry of Home Affairs website www.mha.gov.in as per the schedule as given in **CRITICAL DATE SHEET** as under:

CRITICAL DATE SHEET

Published Date & Time	13.07.2018 (1800 hrs)
Bid Document Download Start Date & Time	13.07.2018 (1830 hrs)
Last date for submission of Pre-Bid queries	18.07.2018 (1800 hrs)
Date & time of Pre-Bid Meeting	23.07.2018 (1500 hrs)
Bid Submission Start Date & Time	25.07.2018 (1800 hrs)
Bid Document Download End Date & Time	06.08.2018 (1000 hrs)
Bid Submission End Date & Time	06.08.2018 (1600 hrs)
Bid Opening Date & Time	07.08.2018 (1630 hrs)

3. **Manual bids shall not be accepted except the original documents/instruments as mentioned in this tender.**
4. **Bids shall be submitted online only at CPPP website:** <https://eprocure.gov.in/eprocure/app>.
5. **Bidders are advised to follow the ‘Instructions for online bid submission’ available through the link ‘Help for Contractors’ at the e-Procurement Portal** <https://eprocure.gov.in/eprocure/app>
6. **Bidder shall not modify the downloaded tender form including downloaded price bid template in any manner.** In case any tender form/Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, Bid Security would be forfeited, and bidder is liable to be banned from doing business with NATGRID.

7. Bidders are advised to check the website www.mha.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.
8. **Bid Security:** Bid Security (EMD) of Rs.5,00,000/- (Rupees Five Lakhs only), in the form of an Account Payee Demand Draft/Pay Order or Fixed Deposit Receipt from a Commercial bank or Bank Guarantee (**in Form 9**) from a Commercial bank in favour of **Pay & Accounts Officer, NATGRID, New Delhi** is to be delivered in original to the Deputy Director (PMU), NATGRID, 1st Floor Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001 before the time stipulated against ' Bid Submission End Date and time ' as mentioned in the 'Critical Date Sheet'. Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order, Fixed Deposit Receipt, Bank Guarantee. Signed and scanned soft copy of the Bid Security instrument must be uploaded to the e-Procurement portal along with other bid documents as prescribed below at para 10. Bids not received with Bid Security as mentioned above shall be summarily rejected.
9. **Bid Opening:** Bids will be opened as per date/time mentioned in the **Tender Critical Date Sheet**. The results of the bid and the bidder selected for supply will be notified later on.
10. **Submission of Tender:**
 - 10.1 **The tender shall be submitted online in under two bid system i.e. technical bid and financial bid.**
 - 10.2 Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
 - 10.3 **Technical Bid Packet:** Should contain the following documents:
 - 10.3.1 Signed and scanned copies of the documents, to be uploaded as per the requirements for the Pre-qualification bid conditions.
 - 10.3.2 Signed and scanned copies of the documents, to be uploaded for the Technical bid as per the check list given below.
 - 10.4 **Financial Bid Packet:** Signed and scanned copies of the documents, to be uploaded, as per the check list for the Financial bid.
 - 10.5 **Check list of documents for submission of bid response:** Please check whether following have been enclosed in the respective covers, namely Pre-qualifications Bid, Technical Bid & Financial bid:

10.5.1 Checklist of documents/supporting documents to be enclosed with the Pre-qualification bid (Please refer to clause 6.3 of Section 6):

S.No	Pre-qualification condition	Documents Required	Whether enclosed (Yes/No)
1.	Company should be registered under Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 Registered with the Service Tax Authorities Should have been operating for the last three years.	Copy of Certificates of incorporation and Copy of Registration Certificates	
2.	Annual Sales Turnover during each of the last three financial years (as per the last published Balance sheets), should be at least Rs.17 Crores	Certificate from the statutory auditor or Certificate signed by the Company Secretary, alongwith the Balance Sheets of the last three financial years which are available publicly (Form 3)	
3.	Must have successfully completed one of the following covering the supply, installation and commissioning of IT equipment like Server System, Networking & Security Equipment and software item etc as SI in last three financial years: i. One Project costing not less than Rs. 1.5 Crores ii. Two Projects each costing not less than Rs. 85 lakhs iii. Three Projects each costing not less than Rs. 70 lakhs	Copy of purchase order and certificate from client or Certification by the Company Secretary of having delivered the project(s) and the project(s) having Gone-Live (Form 4)	
4.	Should have ISO 9001 certification as on the date of submission of bid	Copy of certificate valid on the date of submission of the response	
5.	The Bidder should not be blacklisted by Central / State Government or any undertaking/ institution under government control in India.	Certificate by authorized signatory to this effect as per format placed at Form 6	
6.	Power of Attorney in the name of the Authorized Signatory is required		

10.5.2 Checklist of Annex/Appendix to be enclosed with the Technical Bid:

S.No	Description	Whether enclosed (Yes/No)
(a)	Scanned copy of the Technical Bid Submission Letter in Form 1	
(b)	Scanned copy of Authorization from OEMs to procure, install and provide maintenance support specific to this project for at least five years in Form 2	
(c)	Scanned copy of Account Payee Demand Draft/Pay Order/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee (in Form 9) from a Commercial bank as in Para 8 of Section 1	
(d)	Scanned copy of the compliance to the specification sheets of the product being offered	
(e)	Scanned copy of Bidder's bank account details in Form 5 , along with a cancelled cheque	
(f)	Scanned copy of Non -Disclosure agreement as per format at Form 7 .	

10.5.3 Checklist of Annex/Appendix to be enclosed with the Financial Bid:

S.No	Description	Whether enclosed (Yes/No)
(a)	Scanned copy of the Financial Bid Undertaking in the format at Form 8	
(b)	Schedule of Financial Bid in the format of BOQ_NATGRID_POT.xls. The financial bid format given in Section 7 is provided as BoQ_NATGRID_POT.xls along with this tender document at https://eprocure.gov.in/eprocure/app . Bidders are advised to download this BoQ_NATGRID_POT.xls as-is, and quote their offer/rates in the permitted column and upload the same in the financial bid. Bidder shall not modify the downloaded financial bid template in any manner. In case it is found to be tampered/modified in any manner, such bid will be rejected outright, Bid Security would be forfeited, and bidder is liable to be banned from doing business with NATGRID.	

11. Contact Information: For any clarifications, bidder may contact:

The Deputy Director (PMU), NATGRID (Ministry of Home Affairs), Shivaji Stadium Annexe, 1st Floor, Shaheed Bhagat Singh Marg, New Delhi-110001, Ph: 011-23444222, e-mail: ddpcmnig@nic.in.

SECTION - 2

2. INSTRUCTIONS FOR ONLINE BID SUBMISSION

2.1 **General Instruction:** The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e: <http://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

2.2 **Registration:**

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrollment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- b. During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- c. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- d. For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- e. Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- f. Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- g. Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

2.3 **Preparation of Bids:**

- a. For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any, published before submitting their bids.
- b. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- c. Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d. Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- e. Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- f. Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

2.4 Submission of Bids:

- a. Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- b. Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- c. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- d. Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- e. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

- f. Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- g. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- h. If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.
- i. Bidders shall download the Schedule of Quantities & Prices in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.
- j. Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- k. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- l. Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- m. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

2.5 **ASSISTANCE TO BIDDERS:**

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-7878007973.

SECTION - 3

3. Instructions to the Bidders

3.1 Procedure for Submission of Bids:

3.1.1 The Bid response should be submitted on-line as per instructions for Online Bid submission contained in Section-2 of tender document. The tender response shall be submitted online under two bid systems in two covers. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned document.

a) Technical Bid Packet

- (i) Pre-Qualification Bid
- (ii) Technical Bid

b) Financial Bid Packet : should contain signed and scanned copies of the documents including those required as per checklist provided

3.1.2 The document in Pre-qualification, Technical and Financial Bids should be page numbered in respective Bid and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid.

3.2 Cost of Bid Document

The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the NATGRID. The NATGRID will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

3.3 Contents of the Bid Document

3.3.1 The Schedule of Requirements of the Goods required, Bid procedures and contract terms are prescribed in the Bid Document. In addition to the **Section 1 - Invitation to Bid**, the Bid Document includes:

- a) **Section 2** - Instructions for online bid submission;
- b) **Section 3** - Instructions to bidders;
- c) **Section 4** - General Conditions of Contract;
- d) **Section 5** - Special Conditions of Contract;
- e) **Section 6** – Scope of Work and Schedule of Requirements
- f) **Section 7** – Price Bid/Financial Bid
- g) **Section 8** - Standard Forms
- h) **Section 9** - Appendix

3.3.2 The Bidder is expected to examine all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. **Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.**

3.4 Clarification of Bid Document

A prospective Bidder requiring any clarification of the Bid Document may notify the NATGRID in writing at the NATGRID's mailing address indicated in **Clause 11 of Section 1**. The queries must be submitted in **Microsoft Excel** format as follows:

Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought

The NATGRID will respond in writing, to any request for clarification of the Bid Document, received not later than the date prescribed by the NATGRID in Clause-2 of **Section-1** of this Bid document. NATGRID's response **(including an explanation of the query but without identifying the source of inquiry)** to clarifications will be uploaded on e-Procurement Portal. NATGRID's response to clarifications will also be sent to all prospective Bidders who have downloaded the Bid Document.

3.5 Amendment of Bid Document

At any time prior to the last time and date for receipt of bids, the NATGRID, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.

The amendment will be notified through e-Procurement Portal or by e-mail to all prospective Bidders who have received the Bid Document and will be binding on them.

3.6 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the NATGRID, shall be written in the **English language**, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the **English translation** shall govern.

3.7 Documents Comprising the Bids: The Bids prepared by the Bidder shall comprise of the following components:

3.7.1 Technical Bid Packet: Should contain the following documents:

3.7.1.1 Signed and scanned copies of the documents, to be uploaded as per the requirements for the Pre-qualification bid conditions.

3.7.1.2 Signed and scanned copies of the documents, to be uploaded as per the check list for the Technical bid given in Section 1.

3.7.2 Financial Bid Packet: Signed and scanned copies of the documents, to be uploaded, as per the check list for the Financial bid.

3.8 Bid Prices

The Bidder shall provide, in the proforma prescribed at **Section-7**, the unit prices and total Bid Prices of the Goods/ Services, it proposes to provide under the Contract.

In absence of the above information, as requested above, a bid **may be considered incomplete and summarily rejected.**

The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the design in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document. If during detailed study any upward revisions of the specifications and sizes given in the Bid document, specifications etc. are to be made to meet the requirements of Bid document, all such changes shall be carried out within the lump sum contract price without any impact to the NATGRID.

3.9 Firm Prices

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in **Financial/Price Bid Form of the** Bid document. The Bid Prices shall be indicated in **Indian Rupees (INR)** only.

The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies etc. and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in the Financial Bid. However, should there be a change in the applicable taxes; the same will be paid on actual.

3.10 Discount

The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the NATGRID shall avail such discount at the time of award of contract.

3.11 Bidder Qualification

The individual(s) signing the Bid or other documents in connection with the Bid must attach the Power of Attorney in his/their name as a part of Pre-qualification Bid. In case of non-submission of valid Power of Attorney with Pre-qualification Bid, the Bid is liable to be rejected.

3.12 Bid Security

3.12.1 The Bidder shall furnish, as part of its bid, a **bid security of the amount mentioned in Clause 8 of Section-1.**

3.12.2 The bid security is required to protect the NATGRID against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **Clause 3.12.7.**

3.12.3 The bid security shall be denominated in Indian Rupees, and shall be in the form of an Account Payee Demand Draft/Pay Order/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee (**in Form 9**) from a Commercial bank in favour of **Pay & Accounts Officer, NATGRID, New Delhi.**

3.12.4 Any bid not secured in accordance with **Clauses 3.13.1 and 3.13.2 will be rejected by the NATGRID as non-responsive.**

3.12.5 Unsuccessful Bidder's bid security will be discharged/ returned by the NATGRID, pursuant to **Clause 3.13.**

3.12.6 The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to **Clause 3.36** and furnishing the performance security, pursuant to **Clause 3.37.**

3.12.7 The bid security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- b) in the case of a successful Bidder, if the Bidder fails;
 - i. to sign the Contract in accordance with **Clause 3.36;** or
 - ii. to furnish performance security in accordance with **Clause 3.37.**

3.13 Period of Validity of Bids

3.13.1 Bids shall remain valid for **180 days** after the date of opening of Pre-Qualification Bids **prescribed** by the NATGRID. **A bid valid for a shorter period may be rejected by the NATGRID as non-responsive.**

3.13.2 In exceptional circumstances, the NATGRID may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of bid security provided under **Clause 3.12** shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder agreeing to the request will not be required nor permitted to modify its bid.

3.14 Format and Signing of 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 initialed by the person or persons signing the bid.

3.15 Revelation of Prices

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

3.16 Tax Registration Certificate

Bidder shall submit the copy of GST registration certificate as per pre-qualification Bid requirement.

3.17 Terms and Conditions of Bidders

Any deviation proposed in terms and conditions (General or Special Conditions) of the Bidders will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this NIT are not acceptable to any Bidder, he should clearly specify deviation in his Technical Bid.

The Bidder should note, that, in case any of the deviation (s) or assumption (s), indicated by the Bidder in its Technical/ Financial Bid is/are not acceptable to the Purchaser, in such eventuality the Bidder shall have to withdraw such deviation (s)/ assumption (s) failing which the Bid (s) of the Bidder shall be liable to be rejected.

3.18 Local Conditions

It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.

It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The NATGRID shall not entertain any request for clarification from the Bidder regarding such local conditions

It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the NATGRID and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the NATGRID on account of failure of the Bidder to appraise themselves of local laws / conditions

3.19 Headings

The headings of conditions hereto shall not affect the construction thereof.

3.20 Conditions for Pre-Qualification of Bidders

The table below details the required pre-qualification criteria. The bidders should submit the documents as required for meeting the requirements.

Ser	Basic Requirement	Specific Requirements	Documents Required
2.1	Legal Entity	Company should be registered under Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 Registered with the Service Tax Authorities Should have been operating for the last three years.	Copy of Certificates of incorporation and Copy of Registration Certificates
2.2	Annual Sales Turnover	Annual Sales Turnover during each of the last three financial years (as per the last published Balance sheets), should be at least Rs.17 Crores	Certificate from the statutory auditor or Certificate signed by the Company Secretary, alongwith the Balance Sheets of the last three financial years which are available publicly (Form 3)
2.3	Technical Capability	Must have successfully completed one of the following covering the supply, installation and commissioning of IT equipment like Server System, Networking & Security Equipment and software item etc as SI in last three financial years: i. One Project costing not less than Rs. 1.5 Crores ii. Two Projects each costing not less than Rs. 85 lakhs iii. Three Projects each costing not less than Rs. 70 lakhs	Copy of purchase order and certificate from client or Certification by the Company Secretary of having delivered the project(s) and the project(s) having Gone-Live (Form 4)
2.4	Quality Management Certification	Should have ISO 9001 certification as on the date of submission of bid	Copy of certificate valid on the date of submission of the response
2.5	Blacklisting	The Bidder should not be blacklisted by Central / State Government or any undertaking/ institution under government control in India.	Certificate by authorized signatory to this effect as per format placed at Form 6

In addition to the documents required for pre-qualification, Power of Attorney in the name of the Authorized Signatory is required.

3.21 Submission of online Bids

The Bidders shall submit the online Bid strictly in accordance with **Clause 3.1**.

3.22 Last Date for Receipt of Bids

The Bidder should submit their online bids well before last date and time specified in Section-1 of tender document to avoid any technical issues at last moment. The NATGRID may, at its discretion, extend the last date for the receipt of bids by amending the Bid Document in accordance with Clause 3.6.

3.23 Late Bids

Any bid received by the NATGRID after the last date and time for receipt of bids prescribed by the NATGRID, **will be rejected and/or returned unopened to the Bidder.**

3.24 Modification and Withdrawal of Bids

No bid may be modified subsequent to the last date for receipt of bids.

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. **Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security.**

3.25 Address for Correspondence

The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the NATGRID.

3.26 Opening of Bids by NATGRID

On the basis of information furnished in the **Pre-Qualification Bid**, pursuant to **Clause 3.21**, Bidders will be pre-qualified. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.

Bids of only pre-qualified Bidders will be taken up for further evaluation.

The NATGRID will open the Bids, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in **Section-1** of this Document.

3.27 Clarifications

When deemed necessary, the NATGRID may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

3.28 Preliminary Examination

The NATGRID will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. **If the Bidder does not accept the correction of the errors, its bid will be rejected.** If there is a discrepancy between words and figures, the amount in words will prevail.

A bid determined as not substantially responsive will be rejected by the NATGRID and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

The NATGRID may waive any minor informality or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

3.29 Contacting the NATGRID

No Bidder shall contact the NATGRID on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.

Any effort by a Bidder to influence the NATGRID's Bid evaluation, Bid comparison or Contract award decisions **may result in the rejection of the Bidder's Bid.**

3.30 Post Qualification

The NATGRID will determine to its satisfaction whether the Bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the Contract.

This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per Bid requirement and **check list** as well as such other information as the NATGRID deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the NATGRID will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

3.31 Criteria for Evaluation of Bids

3.31.1 TECHNICAL EVALUATION: The responsive bids will first be evaluated for technical compliance. Non-submission of essential documents stipulated in para 10 of section -1 will result in, a bid liable for disqualification at technical evaluation stage.

3.31.2 EVALUATION OF FINANCIAL BIDS :

- a. Bids determined to be substantially responsive will be checked by NATGRID for any arithmetical errors in computation and summation. Errors will be dealt by NATGRID as follows :-
 - i. Where there is discrepancy between rates/amounts given in figures and in words, the rates/amounts given in words will prevail.

- ii. Incorrectly added totals will be corrected.
 - iii. In case there is any inconsistency between the unit rate and the total price (after multiplication with the tender quantity), the unit rate quoted shall prevail.
- b. Financial bids of only technically qualified firms will be opened.

NATGRID shall evaluate the financial bids of eligible bidders (qualifying technical bids) to determine the L-1 bidder as under:

L1= Lowest of [Total of Column 7 of the BoQ + 2xTotal of AMC/Support charges given in Column 10 of the BoQ]

BoQ is given in the financial/price bid from in Section-7.

Subject to **Clause 3.31**, the NATGRID will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The NATGRID will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept any bid, wholly or in part. The tender will be evaluated as a package of all the items in Financial Bid including installation and commissioning charges, AMC and any other item quoted by the bidder for successful commissioning of the system.

NATGRID reserves the right to ask the bidder to validate any technical parameter in a laboratory environment at the time of evaluation of the Technical bid, at the cost of the bidder.

3.32 NATGRID's Right to Vary Scope of Contract at the time of Award

The NATGRID may at any time, by a written order given to the Bidder pursuant to **Clause 5.4 of Section 5 – Special Conditions of Contract**, make changes within the general scope of the Contract. Accordingly, the NATGRID reserves the right to place repeat order (s) of upto 25% of the Contract value. In case of any increase/ decrease in quantities of any item, the Technical Service Charges, if any quoted, shall be correspondingly increased/ decreased on pro-rata basis.

3.33 NATGRID's Right to Accept Any Bid and to Reject Any or All Bids

The NATGRID reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the NATGRID's action.

3.34 Notification of Award (NoA)

Prior to the expiration of the period of bid validity, the NATGRID will notify the successful Bidder in writing by letter, email or by fax that its bid has been accepted.

The successful Bidder shall furnish Letter of Acceptance (LoA) to NATGRID conveying acceptance of award of work in accordance with the provisions of this tender and NoA.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of performance security pursuant to **Clause 3.37**, the NATGRID will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to **Clause 3.12**.

3.35 Signing of Contract

Within 7 days of submission of Letter of Acceptance, the successful bidder shall prepare and submit to NATGRID the Contract Agreement on the basis of the format provided. After receipt of Performance Security as per clause 3.36 below, NATGRID shall return the Agreement after scrutiny, and the successful bidder shall get the same embossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost, within two weeks from the receipt of the approved Agreement.

3.36 Performance Security

- a. The successful bidder should arrange to have performance security amounting to 10% of the contract value furnished within 7 days of submission of Letter of Acceptance.
- b. Subject to any provision elsewhere in the contract regarding forfeiture or appropriation in full or part thereof, the performance security shall be released at the time of expiry / non-renewal / termination of the contract.
- c. The performance security may be either in the form of Demand Draft in favour of **Pay & Accounts Officer, NATGRID, New Delhi**, or as Bank Guarantee in the format at **Form10** of this document
- d. In case Bank Guarantee is furnished as performance security, the same should be valid by more than sixty (60) days after the expiry of contract.
- e. In case Bank Guarantee is furnished as performance security, it should be sent to NATGRID by the concerned Bank, and not by the bidder itself.
- f. The performance security amount is interest free.
- g. NATGRID has the right to encash/appropriate the whole amount of performance security in accordance with the contract conditions and also to deduct any amount due from the contractor at the time of the termination/expiry of the contract.

3.37 Confidentiality of the Document

This Bid Document is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner, whatsoever.

3.38 Rejection Criteria

3.38.1 Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

- Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this Bid Document, addendum thereof (if any) and

any subsequent information given to the Bidder shall be considered. **Incomplete bids will be rejected outright.** Evaluation will be carried out for the total scope of work covered in the Bid document.

- The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract unless otherwise stated in the deviation statement. Evaluation will be carried out on the information available in the bid.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process.

3.38.2 Financial Bid Rejection Criteria

The following vital commercial conditions should be strictly complied with failing with the bid will be rejected.

- a) **Financial Bid should be submitted online strictly as per the Financial/Price Bid format. The Pre-Qualification Bid and Technical Bid shall contain no prices or commercial bid details.** However a blank copy of the Price bid should be enclosed with the Technical Bid with the price column of the price bid format blanked out. A tick mark (**✓**) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Price bid. **Offers with Pre-Qualification Bid or Technical Bid containing prices shall be rejected outright.**
- b) **Bids/Offer of following kinds will be rejected:**
 - i. Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer
 - ii. Any submission as physical or hard copy/Fax/Email
 - iii. Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
 - iv. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
 - v. Offers which do not conform to NATGRID's price bid format.
 - vi. Offers which do not conform to the completion period indicated in the bid.
- c) Total lump sum price quoted by the Bidder must be inclusive of all taxes including excise duty, sales tax, GST etc.

SECTION- 4

4: General Conditions of Contract (GC)

4.1. Definitions: Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- a. 'NATGRID' shall mean National Intelligence Grid, Ministry of Home Affairs, New Delhi, with office situated at 1st Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi - 110001.
- b. 'Other Offices' shall mean the offices of concerned stakeholders for this project situated in Delhi.
- c. 'Bidder' shall mean the individual or firm who participates in this tender and submits its bid.
- d. 'Contractor'/'Agency'/'Firm' shall mean the successful bidder in this tender and shall include its legal representatives, successors.
- e. 'Performance Security' shall mean monetary guarantee furnished by the successful bidder for due performance of the contract concluded with it.
- f. 'Goods' shall mean all components whether Hardware, Software and incidental services in the scope of the bidder.

4.2. Notices: Any notice, instruction, or communication made pursuant to this Contract shall be in writing, and 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 post to such Party at the address specified in the Technical Bid.

4.3. Taxes and Duties: The Contractor shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

4.4. Fraud and Corruption

- a. **Definitions:** For the purpose of this clause, the terms set forth below have meanings as follows:
 - i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

- ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. “collusive practices” means a scheme or arrangement between two or more Contractors, with or without the knowledge of NATGRID, designed to establish prices at artificial, non-competitive level;
- iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

b. Measures to be taken by NATGRID

- i. NATGRID may terminate the contract if it determines at any time that representatives of the Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the tender process or the execution of that contract, without the Contractor having taken timely and appropriate action satisfactory to NATGRID to remedy the situation;
- ii. NATGRID may also sanction against the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

4.5. Commencement and Expiration of Contract

- i. **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) as specified in the SC. In case effective date is not so stipulated, the contract shall be effective from the date it is signed by both parties.
- ii. **Effective Date:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- iii. **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 4.10 hereof, this Contract shall expire at the end of such time after the Effective Date as specified in the SC.

- 4.6. Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to

make, and the Parties shall not be bound by or be liable for any other statement, representation, promise agreement not set forth herein.

4.7. Modifications or Variations: Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposal for modification or variation made by the other Party.

4.8. Force Majeure

- a. Definition:** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstance and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b.** Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. No breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- d. Measures to be taken:** A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- e.** A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such

event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- f. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- g. During the period of their inability to perform the Services as a result of any event of Force Majeure, the Contractor, upon instructions by NATGRID, shall either:
 - i. Demobilize; or
 - ii. Continue with the Services to the extent possible, in which case the Contractor shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
- h. In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 4.19.

4.9. Suspension: NATGRID may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Contractor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

4.10. Termination

- a. By NATGRID: NATGRID may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) to (viii) below:
 - i. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 4.9 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as NATGRID may have subsequently approved in writing.
 - ii. If the Contractor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
 - iii. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 4.21(b) hereof.

- iv. If the Contractor, in the judgement of NATGRID, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - v. If the Contractor submits to NATGRID a false statement which has a material effect on the rights, obligations or interests of NATGRID.
 - vi. If the Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to NATGRID.
 - vii. If the Contractor fails to provide the quality services as envisaged under this Contract.
 - viii. If NATGRID, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- b. In any event such as at (i) to (vii) above NATGRID shall give fifteen (15) days' written notice of termination to the Contractor, and thirty (30) days' in case of event referred to in (viii) above.
 - c. **By the Contractor:** The Contractor may terminate this Contract by not less than thirty (30) days' written notice to NATGRID, in case of occurrence of any of the events specified in paragraph(s) (i) to (iv) below.
 - i. If NATGRID fails to pay any money due to the Contractor, pursuant to this Contract and the same is not subject of dispute under Clause GC 4.21 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
 - ii. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - iii. If NATGRID fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 4.21(b) hereof.
 - iv. If NATGRID is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently agreed in writing) following the receipt by NATGRID of the Contractor's notice specifying such breach.

4.11. Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 4.5(ii) or GC 4.10 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 4.20 hereof, and (iii) any right which a Party may have under the Law.

4.12. Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses under GC 4.10 hereof, the Contractor shall,

immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.

- 4.13. Payment upon Termination:** Upon termination of this Contract pursuant to Clauses under GC 4.10 hereof, NATGRID shall make the following payments to the Contractor:
- a. If the Contract is terminated pursuant of Clause 4.10(a)(vii), 4.10(a)(viii) or 4.10(b), payment for Services satisfactorily performed prior to the effective date of termination;
 - b. If the agreement is terminated pursuant of Clause 4.10(a)(i) to (vi), the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, NATGRID may consider payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to NATGRID.
- 4.14. Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraph (i) to (vii) of Clause GC 4.10(a) or in Clause GC 4.10(b) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement under Clause GC 4.21(b) hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 4.15. Forfeiture of Performance Security:** In the event of breach of this Agreement, NATGRID shall have the right to invoke and appropriate the proceeds of the performance security, in whole or in part, without separate notice to the Contractor.
- 4.16. Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Contractor for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Contractor in performing the Services, then the amount otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.
- 4.17. Payment:** In consideration of the services provided by the Contractor under this Contract, NATGRID shall make to the Contractor such payments and in such manner as is provided in the SC.
- 4.18. Fairness and Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

4.19. Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract 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 no failure on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 4.21(b) hereof.

4.20. Confidentiality: Except with the prior consent of NATGRID, the Contractor shall not at any time communicate to any person or entity any information acquired in the course of performance of this Contract. By agreeing to enter into this Contract, the Contractor also agrees to sign and abide with the Non-Disclosure Agreement.

4.21. Settlement Of Disputes

- a. Amicable Settlement:** In case dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 4.21(b) shall become applicable.
- b. Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between NATGRID and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act 1996.
 - i.** Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - ii.** The decision of the arbitrator(s) shall be final and binding upon both parties. The expenses of the arbitrator(s) as determined by the arbitrator(s) shall be shared equally by NATGRID and the Contractor. However, the expenses incurred by each party in connection with the preparation & presentation of their cases shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- c. Jurisdiction of Courts etc.:** The courts/any other Tribunal or Forum in New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out this contract.

4.22. Liquidated Damage (LD):

- a. In the event of the Seller's failure to Commissioning supply and installation of equipment, related support, training etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the price of any portion of goods delivered late, for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed goods of the project.
- b. The amount charged as liquidated damages would be deducted by the Purchaser from the amount due for payment to bidder. If the amount of such LD exceeds the payments due to the Seller, the Seller shall within 30 (thirty) days make payment to the Purchaser the FULL amount of claims less the value of the bank guarantee if encashed.

4.23. Miscellaneous:

- a. All payments, including refund of Bid Security (EMD) will be made electronically.
- b. The personnel engaged by the Contractor are subject to security check by the NATGRID Security Staff at any time.
- c. All personnel deputed by the Contractor should bear upon his/her person due authorisation from the Contractor, and should produce the same for inspection in order to be allowed to enter NATGRID premises, and during their stay within the premises.
- d. Within NATGRID premises, the Contractor's personnel shall restrict their activities to performance of this contract.
- e. The Contractor shall be directly responsible for any dispute arising between him and his personnel and NATGRID shall be kept indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- f. The Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances etc in r/o the personnel deputed for NATGRID. NATGRID shall have no liability whatsoever in this regard and the Contractor shall indemnify NATGRID against all claims in this regard.
- g. The Contractor shall be fully responsible for theft or burglary or any damage to NATGRID property directly attributable to any acts of commission or omission on the part of Contractor's personnel.

SECTION - 5

5. Special Conditions of Contract (SCs)

- 5.1. Eligibility:** The bidder should be the OEM for the product. If not an OEM, should be authorized by respective OEM to procure, install and provide maintenance support for at least five years. Bidder shall submit authorisation certificate from the OEM specifically for this project (**Form-8**). Certificate shall be submitted for all the items in the scope of this tender. Bidder shall be responsible for maintenance of system supplied by any OEM.;
- 5.2. Cost Details & Validity:** The quoted Rate/Cost should be inclusive of all levies/taxes except GST. The Bid submitted against this Tender should remain valid for not less than 180 days from the last date of submission of bid;
- 5.3. Delivery and Delivery Schedule:** Delivery, installation and commissioning of the system shall be completed within 60 days of signing of the contract. Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.. Delivery of items shall be done at sites within Delhi.
- 5.4. Purchaser's right to vary quantities:** NATGRID will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract within a period of 12 months from commissioning & acceptance by NATGRID at the same rate or a rate negotiated (downwardly) with the existing vendor considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- 5.5. Non-disclosure of Contract documents:** Except with the written consent of the Buyer, Seller shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. The bidder will certify that all information and data available to him as a part of the project will remain the exclusive property of NATGRID and will not be disclosed to any person not authorized by NATGRID. Failure to comply with this clause will make the bidder liable to action as per law. Non -Disclosure agreement is attached as **Form-7**.
- 5.6. Incidental Services:** The selected bidder shall be required to provide any or all of the following services:

- (a) Installation, erection, commissioning, configuration, testing, acceptance, warranty and post warranty maintenance and support in respect of supplied Goods;
- (b) Performance or supervision of on-site assembly and start-up of the supplied Goods;
- (c) Furnishing of tools required for assembly and start-up of the Supplied Goods;
- (d) Furnishing of detailed operations and maintenance manuals for each appropriate unit of the supplied Goods;
- (e) Performance, supervision, maintenance and repair of the Supplied Goods, for a period of time agreed by the Purchaser and the bidder, provided that this service shall not relieve the bidder of any warranty obligations under this Contract; and
- (f) Provision of technical assistance;
- (g) Other obligations of the bidder under this Contract.

5.7. Warranty: The bidder will give reliability guarantee for the complete system. The items supplied against the contract shall be under an onsite warranty against defective design, material, workmanship, performance for a period of 12 months from the date of commissioning. During warranty period, maintenance of all stores including replacement and repair/fault rectification shall be undertaken by the bidder without any cost to NATGRID. The selected vendor will be responsible for the maintenance/preventive maintenance of the complete system. Bug fixes of the supplied software and hardware product along with free upgrade releases will be provided onsite by the bidder. The support to be provided by the bidder during the warranty period will include:-

(a) The goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The Seller warrants for a period of one year from the date of acceptance of goods or date of installation and commissioning, whichever is later, that the goods supplied under the contract and each component used in the manufacture thereof shall be new & free from all types of defects/failures.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 30 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user. Spares required for warranty repairs shall be provided onsite free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(d) The Seller shall associate technical personnel of the OEM (s) and team of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(e) Any system failing at subsystem level three times within a period of three months or displaying chronic faulty behaviour or manufacturing defects or quality control problems, will be totally replaced by the bidder at his risk and cost within 30 days of being intimated.

(f) Analysis and bug fixing for application software when notified.

(g) Free patches/updates and upgrades for hardware, software and any embedded software quoted during the warranty period will be provided by the bidder.

(h) During the warranty period, all warranty benefits received by the seller from the OEMs, for any equipment will be passed on in to the Buyer.

(i) Where the tenders are quoted for by resellers/channel partners on behalf of OEMs, proof in writing to the effect that a back to back arrangement/exercising of support pack options exists with the OEM for entire duration of warranty, shall be provided on placement of supply order. Failure to provide sufficient proof for the arrangements shall either result in non-processing of payments due to the bidder or cancellation of supply order.

(j) During the Warranty period, the Seller shall carry out all necessary servicing/ repairs to the equipment/ system under Warranty at the current location of the equipment/ system. Prior permission of the Buyer would be required in case certain components/ Sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

5.8. Product Support: The following Product Support clause will form part of the contract placed on successful Bidder:–

(a) The Seller agrees to provide Product Support, technological up gradation for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 05 years including 01 years of warranty period after the delivery of all stores as per supply order.

(b) The Seller agrees to undertake Maintenance Contract for a maximum period of 48 months, extendable till the complete Engineering Support Package is provided by the Seller.

(c) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(d) Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(e) The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of four years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

(f) The product should not be end of life within next three years and end of support within next five years.

5.9. Annual Maintenance Contract (AMC): The vendor will enter into comprehensive Annual Maintenance Contract (AMC) and is required to quote price for the same in the financial bid. The AMC would be entered at the sole discretion of the purchaser and the purchaser reserves the right to undertake AMC. The AMC would encompass the following conditions:-

(a) The AMC will be for a period 2 years extendable to another two years after the expiry of warranty. The AMC will be reviewed and renewed every year.

(b) Bank Guarantee of 10% of the AMC price will be provided for the duration of AMC period.

(c) Payment of AMC charges will be made half yearly on the production of Satisfactory Performance Certificate by the user unit.

(d) The AMC will be comprehensive which will include replacement and repair/fault rectification of all stores, maintenance, move of engineers etc. All the conditions of warranty would be applicable during AMC.

(e) No separate contract will be negotiated by the buyer for any bought out items supplied as part of the contract. The supplier will be responsible for the maintenance of the complete system.

(f) Any failure in the system of a subsystem thereof should be rectified within a maximum period of 48 hours of lodging a complaint.

(g) If the system is down beyond 48 hours, penalty at the rate of 0.5% of the yearly AMC price will be charged for every week of delay or part of a week, subject to the maximum value being not higher than 10% of the contract.

5.10. Risk and Expense Clause for AMC:

(a) Bidder shall be duty bound to provide AMC cover for the period of four years as specified in the supply order if so desired by the user.

(b) The seller will furnish a Maintenance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., AXIS Bank Ltd., or HDFC Bank Ltd.) for a sum equal to 10% of the AMC value on yearly basis before the commencement date of AMC. Maintenance Bank Guarantee will be valid till for at least of two months beyond the date of completion of AMC. Risk and Expense maintenance as specified below shall be applicable during the AMC period. Payment documents for the previous period shall not be processed unless AMC agreement for the subsequent year is made. In addition PBG will be encashed in case of refusal of AMC cover for subsequent years.

(c) Risk and Expense Maintenance. It will be undertaken by the user in the event supplier fails to honour the contracted obligations within the stipulated period as specified in AMC. The supplier shall be issued with proper notice before resorting to risk maintenance. In case risk maintenance is resorted to, the supplier is liable to pay the amount spent by the Government, if any in obtaining the said services through a fresh contract i.e. the defaulting supplier has to bear the cost incurred on maintenance services. Factors like method of recovering such amount will be considered by the user while taking a decision to invoke the provisions of risk maintenance.

(d) In case Buyer wishes to maintain in house or through a third party in case of unsatisfactory performance during the AMC period, bidder will continue to provide all spares/modules required, on payment, to maintain the systems in their original configuration, to the maintaining agency, for a minimum period of four years from the termination of the warranty. Failure to do so will amount to breach of contract.

(e) Spares and Consumables. Sellers will guarantee to provide spares and consumables on payment for a period of four years from date of completion of warranty irrespective of AMC. Non-compliance will be treated as breach of contract and will attract legal action.

5.11. Service Level Agreement (SLA): SI will also provide full support for all issues relating to Supplied equipment/support services with clearly defined escalation matrix. SI shall submit the escalation matrix within 7 days of issue of Letter of Award (LoA). For the purpose of SLAs, Working Day would mean from Monday to Saturday and Working Hours would mean from 8 AM to 8 PM.

5.11.1 For the purpose of SLAs, the severity levels would be as follows:

5.11.1.1 For Hardware products:

(a) Priority Level 1: Complete loss of all service of the Hardware and the situation is an emergency or operation can continue in a restricted fashion. The Vendor will acknowledge **within 2 working hours** from the time that the call was logged with the Vendor and shall remedy defects and/or provide a workaround **within 1 working day** of notification of the problem, with a permanent solution within an agreed timeframe.

(b) Priority Level 2: A minor loss of service of the Hardware, the impact is an inconvenience. The Vendor will acknowledge **within 1 working day** from the time that the call was logged with the Vendor and shall remedy defects **within 2 weeks**.

5.11.1.2 For Software products:

(a) Level 1- Global severity: affects all users: Technical e-mail or Telephonic communication should be initiated with the customer **within 2 working hours** of severity determination. Continuous best efforts should be made to resolve the problem or until service is restored or until an interim remedy is implemented. The resolution objective is **within 1 working day**.

(b) Level 2- User severity: affects one user: The source e-mail or telephonic communication should be initiated with the customer **within 1 working day** of severity determination. Best efforts to resolve the problem will be made with a resolution objective of **3 working days**.

5.11.2 Penalty for breach of SLAs:

5.11.2.1 During Warranty Period:

5.11.2.2 If 1 incident of Priority Level 1 as defined in clause 5.11.1.1 (a) or **Level 1- Global severity: affects all users** as defined in clause 5.11.1.2 (a) fault occur and is not resolved within the timeline as described in the SLA, 0.05% of the contract value will be charged.

5.11.2.2.1 If 3 incidents of Priority Level 2 as defined in clause 5.11.1.1 (b) or **Level 2- User severity: affects one user** as defined in clause 5.11.1.2 (b) fault occur and is not resolved within the timeline as described in the SLA, 0.05% of the contract value will be charged.

The above mentioned penalties will be subject to the maximum value being not higher than 10% of the contract value.

5.11.3 During AMC/Support Period beyond Warranty:

5.11.3.1.1 If 1 incident of Priority Level 1 as defined in clause 5.11.1.1 (a) or **Level 1-Global severity: affects all users** as defined in clause 5.11.1.2 (a) fault occur and is not resolved within the timeline as described in the SLA, 0.5% of the contract value will be charged.

5.11.3.1.2 If 3 incidents of Priority Level 2 as defined in clause 5.11.1.1 (b) or **Level 2-User severity: affects one user** as defined in clause 5.11.1.2 (b) fault occur and is not resolved within the timeline as described in the SLA, 0.5% of the contract value will be charged.

The above mentioned penalties will be subject to the maximum value being not higher than 100% of the contract value.

5.12. Maintenance: SI shall carryout all maintenance in situ.

5.13. Replacement Policy for Storage and Memory Devices: Faulty storage and memory devices will not be returned to the firm when replaced by new one.

5.14. Payment Terms: The payment will be made as per the following terms, on production of the requisite documents: -

- a. 80% of the cost of the hardware to be paid after delivery of hardware at site.
- b. Balance amount of the project to be paid after installation and commissioning.
- c. Payment of AMC charges will be made on half yearly basis upon production of satisfactory performance certificate issued by user unit of NATGRID.

5.15. Indemnification:

(a) Selected bidder to indemnify, hold harmless NATGRID from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") arising in favour of any person, corporation or other entity (including NATGRID) attributable to the bidder's negligence or willful default in performance or non-performance under this Agreement.

(b) If NATGRID promptly notifies the selected bidder in writing of a third party claim against NATGRID that any service provided by the selected bidder infringes a copyright, trade secret or patents incorporated in India of any third party, the selected bidder will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against NATGRID.

SECTION- 6

6. Schedule of Requirements

6.1 Technical Specifications: The selected bidder shall have to supply following hardware and software along with associated peripherals and accessories as per technical specifications provided in **Annex 6.1.1 to 6.1.19 in Section 9** and indicated against respective items:

Sl.No.	Technology/Bidder	Quantity
1	NMS Tool (Only support required for Open source) (Annex 6.1.1)	1
2	Network PAM Tool (Only support required for Open source) (Annex 6.1.2)	1
3	UTM (NATGRID) (HW) (Annex 6.1.3)	2
4	UTM (UA & PO) (HW) (Annex 6.1.4)	7
5	Network Log Management tool (Only support required for Open source) (Annex 6.1.5)	1
6	Router (HW) (Annex 6.1.6)	8
7	L3 Switch-24 Port (HW) (Annex 6.1.7)	2
8	L3 Switch-8 Port (HW) (Annex 6.1.8)	4
9	NAC (HW) (Annex 6.1.9)	1
10	24 U Rack (HW) (Annex 6.1.10)	5
11	Desktop PC (Developer) (HW) (Annex 6.1.11)	9
12	Desktop PC (UA & PO) (HW) (Annex 6.1.12)	7
13	3 KVA Online UPS (HW) (Annex 6.1.13)	5
14	Rack Server (HW) (Annex 6.1.14)	3
15	WAF (HW)(Annex 6.1.15)	4
16	SIEM (Only support required for Open source) (Annex 6.1.16)	1
17	Apache Tomcat (Only support required for Open source) (Annex 6.1.17)	1
18	Spring Framework (Only support required for Open source) (Annex 6.1.18)	1
19	Eclipse IDE (Only support required for Open source) (Annex 6.1.19)	1

6.2 Installation and commissioning of hardware and software: The selected bidder shall be responsible for installation and commissioning of Servers, Networking and Security Equipment, Open Source Software, Peripherals, Accessories etc. with Incidental services in respect of the above mentioned hardware and software items including Configuration and Integration with the existing IT infrastructure of NATGRID as also migration and relocation wherever required of the existing IT infrastructure of NATGRID at its office situated at Shivaji Stadium Annexe and some other offices located in Delhi. The Bidder is also expected to co-operate with NATGRID in critical situations to provide services beyond the established scope of work. In the event of shifting of NATGRID office from present location to Andheria Mod, Chhattarpur, New Delhi location in future, the bidder would be obliged to shift

following hardware items at the new location on the payment of one time shifting charges which will be discovered through price bid. Shifting has to be completed within 21 days from the date of the PO/LoI for shifting from NATGRID. Items to be shifted would include 2 routers, 2 UTM, 2 L3 switch 24 port, 1 NAC, 3 rack servers and 2 WAF from the table in para 6.1 above.

6.3 Training: The selected bidder shall hold technical knowledge transfer sessions with designated technical team of Department and/or any designated agency during project execution. The selected bidder shall hold operational hand-holding sessions on the supplied software including installation , configuration and maintenance aspects of the hardware and software supplied and supported under this contract with the designated officers/ staff members (for 8 to 10 people) for smooth operations of the project.

6.4 Documentation: Documentation shall be supplied for installation, maintenance, servicing and operation of equipment. All equipment, symbols and abbreviations shall be in accordance with the generally accepted nomenclature and standards. The maintenance manual shall contain a description of the complete hardware system and maintenance procedures. The hardware description shall start with the overall configuration of the system with layouts showing the location of every unit with block diagram and explanation of the operation. Detailed descriptions of component units shall explain their operation. Block diagrams showing the flow and interaction of data and logic diagrams shall be provided. Part list and wiring schedules shall be provided, but care shall be taken to avoid obscuring of the operational description. Maintenance procedures shall cover the diagnosis of faults, testing and setting up adjustments, replacement of units, routine mechanical servicing, if any, and operation of test equipment.

The Servicing manual shall cover all the procedures and information necessary for the diagnosis and repair of faulty units or components of every type. It shall include circuits, board layouts, component schedules (with Vendor's names), test points and test parameters, and use of test equipment.

SECTION 7

Price Bid/ Financial Bid

7.1 The Financial bid would consist of the following:

- (a) Scanned copy of the Financial Bid Undertaking in the format at **Form 8**.
- (b) Schedule of Financial Bid in the format of **BOQ_NATGRID_POT.xls**. The financial bid format given below is provided as BoQ_NATGRID_POT.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_NATGRID_POT.xls as-is, and quote their offer/rates in the permitted column and upload the same in the financial bid. Bidder shall not modify the downloaded financial bid template in any manner. In case it is found to be tampered/ modified in any manner, such bid will be rejected outright, Bid Security would be forfeited, and bidder is liable to be banned from doing business with NATGRID.

7.2 The NATGRID will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

7.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. **If the Bidder does not accept the correction of the errors, its bid will be rejected.** If there is a discrepancy between words and figures, the amount in words will prevail.

7.4 The bidder has to quote for all the items mentioned in price bid failing which the bid is liable to be rejected. Cost of the items mentioned in the price bid should include warranty charges for hardware items and yearly support for software.

7.5 The formula for determining the lowest evaluated bid (L1) will be as under:

L1= Lowest of [Total of Column 7 of the BoQ + 2xTotal of AMC/Support charges given in Column 10 of the BoQ]

Financial/Price bid in the form of BOQ_xxxx.xls

Tender Inviting Authority: NATIONAL INTELLIGENCE GRID, MHA, NEW DELHI											
Name of Work: PROCUREMENT OF HARDWARE & SOFTWARE FOR NATGRID											
Contract No: 21011/5/2018-PMU (POT)											
Bidder Name :											
PRICE SCHEDULE											
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)											
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	UNIT RATE (Inclusive of all taxes except GST) to be entered by the Bidder	GST Rate (In %) to be entered by the Bidder	Total Cost of items including all taxes	Unit Rate for Comprehensive AMC/Product Support charges of the item per year excluding GST (to be entered by the Bidder)	GST Rate (In %) to be entered by the Bidder	Total Comprehensive AMC/Product Support charges for one year of the item including all taxes	TOTAL Price of product and AMC/sup port for 2 years	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11	12
1	NMS Tool (Annex 6.1.1)	1	Nos			0.00			0.00	0.00	INR Zero Only
2	Network PAM Tool (Annex 6.1.2)	1	Set of licences			0.00			0.00	0.00	INR Zero Only
3	UTM (NATGRID) (HW) (Annex 6.1.3)	2	Nos			0.00			0.00	0.00	INR Zero Only
4	UTM (UA&PO) (HW) (Annex 6.1.4)	7	Nos			0.00			0.00	0.00	INR Zero Only
5	Network Log Management tool (Annex 6.1.5)	1	Set of licences			0.00			0.00	0.00	INR Zero Only
6	Router (HW) (Annex 6.1.6)	8	Nos			0.00			0.00	0.00	INR Zero Only
7	L3 Switch-24 Port (HW) (Annex 6.1.7)	2	Nos			0.00			0.00	0.00	INR Zero Only
8	L3 Switch-8 Port (HW) (Annex 6.1.8)	4	Nos			0.00			0.00	0.00	INR Zero Only
9	NAC (HW) (Annex 6.1.9)	1	Set of licences			0.00			0.00	0.00	INR Zero Only
10	24 U Rack (HW) (Annex 6.1.10)	5	Nos			0.00			0.00	0.00	INR Zero Only

11	Desktop PC (Developer) (HW) (Annex 6.1.11)	9	Nos			0.00			0.00	0.00	INR Zero Only
12	Desktop PC (UA&PO) (HW) (Annex 6.1.12)	7	Nos			0.00			0.00	0.00	INR Zero Only
13	3 KVA Online UPS (HW) (Annex 6.1.13)	5	Nos			0.00			0.00	0.00	INR Zero Only
14	Rack Server (HW) (Annex 6.1.14)	3	Nos			0.00			0.00	0.00	INR Zero Only
15	WAF (HW) (Annex 6.1.15)	4	Nos			0.00			0.00	0.00	INR Zero Only
16	SIEM (Annex 6.1.16)	1	Set of licences			0.00			0.00	0.00	INR Zero Only
17	Apache Tomcat (Annex 6.1.17)	1	Nos			0.00			0.00	0.00	INR Zero Only
18	Spring Framework (Annex 6.1.18)	1	Nos			0.00			0.00	0.00	INR Zero Only
19	Eclipse IDE (Annex 6.1.19)	1	Nos			0.00			0.00	0.00	INR Zero Only
20	Miscellaneous Charges (Installation & Commissioning charges, Documentation Charges etc.)	1	Nos			0.00	0	0	0	0.00	INR Zero Only
21	Training charges as per scope given in para 6.3	1	Nos			0.00	0	0	0	0.00	INR Zero Only
22	One time shifting charges as mentioned in para 6.2	1	Nos			0.00	0	0	0	0.00	INR Zero Only
TOTAL Price for determination of L1 bidder as per para 7.5										0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only									

SECTION 8

9. Standard Forms

FORM 1

Bid Submission Letter

(Signed copy on company letterhead)

[Date]

To, Shri Ashesh Kumar,
Deputy Director PMU,
National Intelligence Grid (NATGRID)
1st floor, Shivaji Stadium Annexe,
Shaheed Bhagat Singh Marg,
Connaught Place, New Delhi – 110001

Dear Sir,

Ref: **Response to e-TENDER DOCUMENT FOR PROCUREMENT OF HARDWARE & SOFTWARE FOR NATGRID**

Having examined the Limited Tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the goods sought under **e-TENDER DOCUMENT FOR PROCUREMENT OF HARDWARE & SOFTWARE FOR NATGRID** and agree to abide by this response for a period of 180 days from the last date for submission of bid response.

The following persons will be the authorized representative of our company/organisation for all future correspondence between the National Intelligence Grid and our organisation till the completion of the procurement process.

Correspondence Details	Primary Contact	Secondary Contact
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

We fully understand that in event of any change in our contact details, it is our responsibility to inform the NATGRID about the new details. We fully understand that the NATGRID shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from the NATGRID to us in the event of reasonable prior notice of any change in the authorized person(s) of the company is not provided to the NATGRID.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the NATGRID is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead NATGRID in its short-listing process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the Limited Tender document.

We agree that you are not bound to accept any response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the bid response.

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

Dated this Day of <Month> <Year>

(Signature of Authorized Signatory)

Name:

Designation:

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Bidder)

Seal/Stamp of bidder

Manufacturer's Authorization Form

[Date]

To,

Shri Ashesh Kumar,
Deputy Director PMU,
National Intelligence Grid (NATGRID)
1st floor, Shivaji Stadium Annexe,
Shaheed Bhagat Singh Marg,
Connaught Place, New Delhi – 110001

Dear Sir,

Sub: Bid No.

We.....who are established and reputable manufacturers of having registered office at do hereby authorize M/s. (Name and address of authorised agent/distributor/partner) only to bid, negotiate and conclude the contract with you against Bid No. dated for the following hardware/software manufactured by us:

- i.
- ii.
- iii.

2. We hereby extend our full guarantee and warranty for the hardware/software (including support of Open Source Software) offered for supply against this invitation for bid by the above firm. It is to further certify that these items will not be declared end-of-life within next three years and end-of-support within next 5 years as per product roadmap.

Dated this Day of <Month> <Year>

(Signature of Authorized Signatory)

Name:

Designation:

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Financial Information (as per Audited Balance Sheets)

	2015-16	2016-17	2017-18
Annual Sales Turnover (in Crores)			
Net worth (in Crores)			
Other Relevant Information			

The copies of respective balance sheets are enclosed.

*It is confirmed that I am/we are the statutory auditors / Company Secretary of M/s

< Statutory Auditor/ Company Secretary's Name with seal >

<Signature of Statutory Auditor/ Company Secretary>

Name:

Date & Place:

Note: The above certificate should be from the statutory auditor or Company Secretary of the bidder organization.

* Strike out whichever is not applicable

Details of Similar works during the last three years

The bidder must have successfully completed one of the following covering the supply, installation and commissioning of IT equipment like Server System, Networking & Security Equipment and software item etc as SI in last three financial years::

- i. One Project costing not less than Rs. 1.5 Crores, or
- ii. Two Projects each costing not less than Rs. 85 lakhs, or
- iii. Three Projects each costing not less than Rs. 70 lakhs

The details are to be provided in following format:

S. No.	Name and address of the organisation, telephone/fax number of the officer concerned	Value of Contract (Rs.)	Duration of the contract	
			From (dd/mm/yy)	To (dd/mm/yy)
Details of the Project				
Nature of the work		Brief description of scope of work with supporting documents (if any)		
Staff Deployed				

Note: If any information provided by the bidder by way of self-certification or otherwise is found to be false, the bidder would be disqualified at any stage.

[Bidder's Name with seal]

<Applicant's Name with seal>

Name: <<Insert Name of Contact>>

Title: <<Insert Title of Contact>>

Signature: <<Insert Signature>>

<Company Secretary's Name with seal>

Name: <<Insert Name of Contact>>

Title: <<Insert Title of Contact>>

Signature: <<Insert Signature>>

DETAILS OF BANK ACCOUNT
(RTGS/NEFT facility for receiving payments)

Sl.No. No.	Particulars	To be filled by the bidder
1.	Name(s) of Account Holder(s)	
2.	Address of Account Holder(s)	
3.	Name of the Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/we would not hold NATGRID responsible.

(Signature(s) of account holder(s))
Name(s) of Account holder(s)

SIGNATURE OF BIDDER/ Authorized representative

Format to indicate no Blacklisting

(To be given on Company Letter head)

In response to the e-Tender Id _____ dated _____ for "PROCUREMENT OF HARDWARE & SOFTWARE FOR NATGRID", I/We hereby declare that presently our Company/ Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

I/We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons of corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our Bid to the extent accepted (if any) may be cancelled.

Bidder's Name with seal]

<Applicant's Name with seal>

Name: <<Insert Name of Contact>>

Title: <<Insert Title of Contact>>

Signature: <<Insert Signature>>

**NON DISCLOSURE OF CONTRACT DOCUMENTS
(To be given on Company letter head)**

Except with the written consent of the NATGRID, we M/s..... shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

(Authorised signatory of Company)

Financial Bid Undertaking (on letter-head of the bidder)
(proper format for financial bid)

UNDERTAKING

I submit the Financial Bid for **PROCUREMENT OF HARDWARE & SOFTWARE FOR NATGRID** as envisaged in the Tender document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Tender document, and agree to abide by them.
3. I offer the price(s) as indicated in the Financial Bid inclusive of all applicable taxes.

(Signature of the Bidder/Authorized representative)

BID Security Form

Whereas(hereinafter called 'the Bidder') has submitted its bid dated.....for PROCUREMENT OF HARDWARE, & SOFTWARE FOR NATGRID (herein after called "the Bid").

KNOW ALL MEN by these presents WE.....of..... having our registered office at(herein after called "the Bank") are bound unto the Chief Executive Officer, National Intelligence Grid (NATGRID) (herein after called "the NATGRID") in the sum offor which payment well and truly to be made to the said NATGRID, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

- 1. If the Bidder, having its Bid during the period of validity specified by the Bidder on the Bid Form; or
- 2. If the Bidder, having been notified of the acceptance of its bid by the NATGRID during the period of bid validity.
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder;

We undertake to pay to the NATGRID up to the above amount upon receipt of its first written demand, without the NATGRID having to substantiate its demand, provided that in its demand the NATGRID will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer
.....
.....

Seal, name & address of the Bank and address of the Branch

[to be filled in by the successful Bidder only]

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated for PROCUREMENT OF HARDWARE, & SOFTWARE FOR NATGRID (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer
.....
.....

Seal, name & address of the Bank and address of the Branch

Section-9

Appendix

The technical specifications of the items to be procured are given below:

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Technical Specifications for Network Monitoring System Tool

Make of the offered product				
Model of the offered product				
S.No.	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Software	Passive monitors which include SNMP traps, Syslog, and Windows Event Logs from networked devices and servers		
		Performance monitors using protocols such as SNMP, SSH or WMI to track utilization data of CPU, disk, memory Bandwidth utilization, TopN statistics, threshold-based alarming etc.		
		Discovery determined by individual IP addresses, or subnets		
		Scheduling for ad hoc or recurring discoveries		
		Should work for minimum of 100 SNMP enabled devices		
2.	Management	MAC address administration		
		Vendor independent management of SNMP enabled devices		
		Easy to add credentials including SNMP, Windows domain administrator, AD, Telnet/SSH		
		Built-in device roles, which can be customized or added to, assign monitors based on device type		
		Shall support integration with NAC, IPS, SIEM and other third party security appliances to respond automatically and remediate threats in real-time		

Technical Specifications for Network Privileged Account management Tool

Make of the offered product				
Model of the offered product				
S.No.	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Software	Should be agentless		
		Should have privileged account life cycle management feature		
		Should have Privileged password & key management feature		
		Solution must be able to manage privileged accounts and create seamless single sign on in the following: 1. Windows, Unix, HP UX, Different flavours of Linux, Oracle, MS SQL Server, ,Network Devices (routers, switches, firewall,IDS/IPS etc.) 2. Applications-SAP,Java based applications,etc,Enterprise CRM application,Virtual Servers like Citrix, VMWare,web-based or client-server application, IIS,Apache, Sharepoint, MS Exchange 3. client application like SQL Plus,SSH and ODBC services/devices,Servers, PCs and Laptops connected to the network,Mobile/smart devices/applications, 4. Middleware like Oracle WebLogic, Tomcat etc 5. SAN storage devices and Tape libraries		
		Solution should be able to change password on demand, on the basis of a specific criteria or policy, automatically or manually, password verification, reconciliation and reporting, set password parameters like constitution, history, and change timings.		
		Should support 100 devices.		
2.	Security	Solution should have a strong inbuilt password vault/management system with		

		single-sign-on feature.		
		Solution should keep the passwords in very strong encrypted form. Interoperability with Hardware Security Modules (HSMs) should be available. Solution should also provide for strong encryption inside the system components/processes, between its distributed modules, and between the web application and user machines, to protect passwords and other sensitive information.		
		Interoperability with Active Directory, LDAP, Radius, TACACS+ and other identity stores.		
3.	Supported Platform	Hardened Virtual Appliance supporting VMware vSphere Hypervisor/Citrix XenServer/Microsoft Hyper-V		
4.	Monitoring & Management	Web GUI via HTTP or Simplified CLI through Telnet & SSH		
		Privilege account monitoring of database		
		Audit and session recordings		
5.	Reporting	Flexible report scheduling and email distribution & exports in various formats		
		Solution should provide a central live Dashboard covering features like management of devices, events and password policies, user activities, event logs etc.		
		Should have all regular pre-configured report templates like entitlements reports, user activities, privileged accounts inventory, applications inventory, compliance reports etc., capability to create custom reports based on users, events, activities, target systems, password uses and status etc.,		

Technical Specifications for Unified Threat Management (NATGRID)

Make of the offered product				
Model of the offered product				
S.No.	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations , if any
1.	No. of Ports	Minimum 8 x 1000 Base- T RJ45		
2.	Features	Should have all the UTM functionality in the same hardware with Licence for Unlimited users/IP		
		Should have VLAN and Port trunking		
		Statefull inspection firewall with HA feature (Active - Active and Active-Passive)		
		IPSEC and SSL VPN enabled		
		Should have link aggression (IEEE 8.2.3ad)		
		Log string facility on a local disk or on to remote system.		
		DHCP client, DHCP relay, DNS client and NTP client		
		Should operate in Route and transparent mode		
3.	Throughput	Firewall Throughput - Minimum 1 Gbps or higher		
4.	Firewall	Access control: Should allow to control access to servers applications, with detailed info on users, groups, applications, machines and connection types		
		NAT: Network address Translation (static/dynamic)		
		IPv4 and IPv6 compliant		
		Managing of rule based policies definition via Graphical and/or Command line interfaces		
5.	IPS	Complete IPS functionality		
		Dynamic threat management		
		inspect SSL traffic		
		Protocol validation		
		Anomaly detection		
		Signature based detection (including Custom Signatures)		

6.	Application Control	URL Filtering with Complete Web usage Control and Real- Control time update of databases		
		Identify, allow, block or limit usage of applications by user or group		
7.	Anti-virus and anti-malware	Real time checking or scanning at Gateway anti-malware		
		Ability to Scan while downloading		
		Ability to Scan archive files		
		Centralized policy management		
8.	Anti-spam and email Security	Should not have size limitation on files for scanning		
		Content based anti-spam email security		
		RBL based anti-spam		
9.	Networking	Trusted domains/users list		
		Should work with all Internet protocols; Dynamic routing protocols. Multicast - protocols.		
10.	Network Monitoring and Management	Comprehensive network monitoring using SNMP, Logging		
		Monitoring record should atleast contain Source IP, Destination IP, Management Type of Service, Timestamp, Type of Protocol. Port information etc.		
		Link Failure Detection		
		Actions: log/alert/SMS/reporting/logging		
		Web based access		
		Should have efficient searching and filtering to locate specific events in log record		
		Bandwidth management per user, group, IP address, website Category, application & application category - wise		
11.	Mounting	Must be supplied with 19" Rack Mount Kit, Cable & Indian standard compatible power (230 V AC ,+/- 5 % , 50 Hz +/-1%, 0 to 40 degrees C) cables with redundant power supply units.		
12.	Certifications	3rd Party Certification - NSS or ICSA and EAL 4+		
13.	Accessories	Supplier shall provide all accessories and spares including cables connectors and special tools required to install the systems		

Technical Specifications for Unified Threat Management (UA &PO)

Make of the offered product				
Model of the offered product				
S.No.	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations , if any
1.	No. of Ports	Minimum 3 x 1000 Base- T RJ45		
2.	Features	Should have all the UTM functionality in the same hardware with Licence for Unlimited users/IP		
		Should have VLAN and Port trunking		
		Statefull inspection firewall with HA feature (Active - Active and Active-Passive)		
		IPSEC and SSL VPN enabled		
		Should have link aggression (IEEE 8.2.3ad)		
		Log string facility on a local disk or on to remote system.		
		DHCP client, DHCP relay, DNS client and NTP client		
		Should operate in Route and transparent mode		
3.	Throughput	Firewall Throughput - Minimum 100 Mbps or higher		
4.	Firewall	Access control: Should allow to control access to servers applications, with detailed info on users, groups, applications, machines and connection types		
		NAT: Network address Translation (static/dynamic)		
		IPv4 and IPv6 compliant		
		Managing of rule based policies definition via Graphical and/or Command line interfaces		
5.	IPS	Complete IPS functionality		
		Dynamic threat management		
		inspect SSL traffic		
		Protocol validation		
		Anomaly detection		
		Signature based detection (including Custom Signatures)		

6.	Application Control	URL Filtering with Complete Web usage Control and Real- Control time update of databases		
		Identify, allow, block or limit usage of applications by user or group		
7.	Anti-virus and anti-malware	Real time checking or scanning at Gateway anti-malware		
		Ability to Scan while downloading		
		Ability to Scan archive files		
		Centralized policy management		
8.	Anti-spam and email Security	Should not have size limitation on files for scanning		
		Content based anti-spam email security		
		RBL based anti-spam		
9.	Networking	Trusted domains/users list		
		Should work with all Internet protocols; Dynamic routing protocols. Multicast - protocols.		
10.	Network Monitoring and Management	Comprehensive network monitoring using SNMP, Logging		
		Monitoring record should atleast contain Source IP, Destination IP, Management Type of Service, Timestamp, Type of Protocol. Port information etc.		
		Link Failure Detection		
		Actions: log/alert/SMS/reporting/logging		
		Web based access		
		Should have efficient searching and filtering to locate specific events in log record		
		Bandwidth management per user, group, IP address, website Category, application & application category - wise		
11.	Mounting	Must be supplied with 19" Rack Mount Kit, Cable & Indian standard compatible power (230 V AC ,+/- 5 % , 50 Hz +/-1%, 0 to 40 degrees C) cables with redundant power supply units.		
12.	Certifications	3rd Party Certification - NSS or ICSA and EAL 4+		
13.	Accessories	Supplier shall provide all accessories and spares including cables connectors and special tools required to install the systems		

Technical Specifications for Network Log Management Tool

Make of the offered product				
Model of the offered product				
S.No.	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Software	Should work for minimum 100 Number Devices including Windows System, Security, Application event logs, Network Device's logs & System software logs from day one		
2.	Performance	Should have capacity to handle up to 350 (Logs / Sec) in standalone mode		
3.	Monitoring	Real-time display of information should allow to follow real-time trends in network usage such as the source IP address and the destination URL for HTTP traffic		
4.	Storage	Should have Archived content if data mined to report on types of traffic on networks as well as actual content of data transferred in Web, FTP & email		
5.	Management	Should have CLI, GUI and console option		
6.	Reporting	The analyzer should have multiple types of report format like PDF,Excel,HTML etc		
7.	Supported Platform	VMware vSphere Hypervisor/Citrix XenServer/Microsoft Hyper-V		

Technical Specifications for Router				
Make of the offered product				
Model of the offered product				
S.No	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Type	Edge router , Metal chassis with option for 19" rack mounting		
2.	Architecture	Single box configuration & modular, high speed CPU, Multi-service capable, Should be scalable and work on Fiber, WAN and LAN ports, Network OS		
3.	Memory	512 MB DRAM, 256 MB Flash memory		
4.	Interfaces	2 nos of onboard Routed Ethernet ports 10/100/1000 Base TX , full duplex as IEEE 802.3u (Inclusive of Interface card if required)		
		2 x Modular High speed WAN slots to support 2 nos routed Ethernet 10/100/1000 mbps and 2 x SFP modules (LX) type slots for single mode fibre termination (Inclusive of Interface card if required)		
		One onboard USB port		
5.	Performance	Packet Throughput >=350 Kpps, Fully loaded chassis must have less than 80% CPU utilization		
6.	Routing	IPV4:Should have Routing protocols like IS-IS, RIP ver1 & RIP ver2, OSPFver2, BGP4		
		IPV6:Should have IPv6 QoS and IPv6 Multicast functionality, Bi-directional PIM, Multicast VPN, OSPFv3 for IPv6, IPv6 PIMv2 Sparse Mode and IPv6 PIMv2 Source-Specific Multicast		
		Multicast : IGMPv1,v2 (RFC 2236), PIM-SM (RFC2362) and PIM-DM		
7.	WAN protocols	MPLS: MPLS VPN, MPLS mVPN (Multicast VPN), VRF-Aware Services (IPsec, Syslog), DiffServ Tunnel Modes, MPLS TE (Fast re-route), DiffServ-Aware TE		
8.	Security	MD-5 route authentication for RIP, OSPF, IS-IS and BGP, SNMPv3 authentication, SSHv2,		

		GRE/IPSEC Tunnelling with minimum AES-128 bit and SHA 2 - 256 , Time based or Dynamic ACLs for controlled forwarding based on time of day for offices, Traffic & flow monitoring using Net flow or equivalent Audit Trails: For monitoring of Traffic flows for Network planning and Security purposes. Access controls on both ingress and egress, Firewall		
9.	Quality of Service (QoS)	Resource Reservation Protocol (RSVP),Committed Access Rate(CAR) , Weighted Fair Queuing (WFQ) ,Class Based WFQ, Weighted Random Early Detection (WRED) , IP Precedence		
		QoS ACLs for traffic policing, accounting & billing		
10	QoS	CoS,Queuing, prioritizing		
		Routers should support marking, policing and shaping		
		Supports IEEE 802.1p Quality of Service & DSCP		
11	Management	Console, CLI, Telnet, AAA using Radius and/or TACACS, Logging facilities for syslog, sshv2		
		SNMP V2,V3 and RMON		
		NTP		
12	Power & operating temperature	230 V AC ,+/- 5 % , 50 Hz +/-1%, 0 to 40 degrees C		
13	Power supply	Internal, redundant		

Technical Specifications for Layer-3 Switch (24 port)

Make of the offered product				
Model of the offered product				
S.No	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Features	24 ports of 10 BaseT/ 100 BaseTX /1000 BaseT on UTP & 4 SFP gigabit ports (1000 Base LX-1.25G SMF for LC connector termination) for uplink ,autosense and auto negotiation ,full duplex ,Compliance to IEEE 802.3 (10BaseT), IEEE 802.3u (100BaseTX) & IEEE 802.3z (1000BaseSx/LX/T) standards, with following features		
		Compliance to IEEE 802.3x standards for full duplex on 10BaseT , 100 BaseTx & 1000BaseT ports		
		Switching Bandwidth 128 Gbps ,		
		Dedicated Stacking Port of Bandwidth 32 Gbps and stacking cable		
		Network OS should have inbuilt features as mentioned below		
		- IPV4: IP routing protocols like static, RIPv1, and OSPF, BGP v4, equal cost routing , VRF		
		- IPV6: OSPFv3, and static routes. IPv6 Routing, management		
		- IEEE 802.1d, 802.1p, 802.1Q, 802.1s, 802.1w, 802.1x, 802.1ab, 802.3ad		
		- IGMP snooping v1, v2 and v3, VLAN >1000		
		IPV6 security like RA guard, DHCPv6 guard , ipv6 binding integrity guard or equivalent of these		
		Switch should have port security, DHCP snooping, dynamic arp inspections		
Management : SNMPv1, SNMPv2c, and SNMPv3 , Layer 2 traceroute ,TFTP, Network Timing Protocol (NTP), RMON I and II , CLI via Telnet,SSHv2				
QoS : 802.1p CoS and DSCP, Weighted tail drop (WTD) to provide congestion avoidance				

		,Strict priority queuing, rate limiting		
		Multicast :Protocol Independent Multicast (PIM) for IP Multicast routing, including PIM sparse mode (PIM-SM), PIM dense mode (PIM-DM), and PIM sparse-dense mode		
		Standard and Extended IP security access control list , Ingress and egress access-list		
		External RADIUS /TACACS for console access restriction and authentication		
		Spares including 2 x LC-LC SMF Full duplex 3m optical		
		Power requirement 240 VAC , 50 Hz , Operating temperature 0 to 45 degree centigrade , Operating humidity 10% to 85 % (non-condensing) , safety certifications , Electromagnetic Emission certificates , MTBF 6 years		
		IPv6 ready from day one		

Technical Specifications for Layer-3 Switch (8 port)

Make of the offered product				
Model of the offered product				
S.No	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Features	Min 8 ports of 10 BaseT/ 100 BaseT/1000TX on UTP with 2 port 10/100/1000BaseT / SFP-based Gigabit port for uplink, autosense and auto negotiation ,full duplex ,Compliance to IEEE 802.3 (10BaseT), IEEE 802.3u (100BaseTX) & IEEE 802.3z (1000BaseSx/LX/T) standards, with following features		
		Compliance to IEEE 802.3x standards for full duplex on 10BaseT , 100 BaseTx & 1000BaseT ports		
		Switching Bandwidth 10 Gbps ,		
		The switch should have IPV4 &IPV6 from day one		
		IPV4: IP routing protocols like static and OSPF		
		Inbuilt SNMP module supporting SNMP v1,v2 ,v3 RMON		
		Indicators for per port status, system status , power & bandwidth utilization		
		IEEE 802.1D compliant Spanning tree protocol		
		IEEE 802.1Q compliant VLANs (Port & MAC/tag based) VLAN > 250		
		IEEE 802.1p compliant prioritization		
		In band management via SNMPv2,v3 , WEB browser & Telnet & SSHv2		
		External RADIUS /TACACS for console access restriction and authentication		
		MAC address based security		
		IPV6security like RA guard, DHCPv6 guard, ipv6 binding integrity guard or equivalent of these.		
Switch should have port security, DHCP snooping, dynamic arp inspections				
Traffic management based on MAC source / destination address & IP source /destination				

		address		
		IGMP snooping & Port aggregation / Trunking		
		QoS for egress and ingress traffic		
		Compliance to 802.1X port level authentication , Port based ACLs & NTP functionality		
		Power requirement 240 VAC , 50 Hz , Operating temperature 0 to 45 degree centigrade , Operating humidity 10% to 85 % (non-condensing) , safety certifications , Electromagnetic Emission certificates , MTBF 6 years		
		IPv6 ready from day one		

Technical Specifications for Network Access Control

Make of the offered product				
Model of the offered product				
S.No	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Single Appliance Concurrent Device Capacity	Minimum 100 concurrent endpoint devices & should be scalable as per future requirements		
2.	Appliance services	Device detection, profiling, on boarding and web based registration, authentication, authorization and remediation as well as guest portal services must be hosted from day one.		
3.	Interoperability	Must interoperate for L2 enforcement with supplied switches and any kind of switch that complies RFC3580 (802.1X and/MAC) and also for L3 enforcement with leading Network devices/gateways		
4.	Network Visibility	Automatically detect and track in real time all connected users and devices on the network - tracking needs to include mac, IP, hostname, OS, device type, user, location, timestamp and also externally configurable options		
5.	Authentication services	Must be able to act as a full radius server and proxy with configurable backend authentication via LDAP, SMB (AD) and RADIUS as well as local user authentication		
6.	Policy Creation	Offer flexibility to create the right network policies for each individual enterprise. Fine grained control should allow NAC administrator to define High Risk, Medium Risk, and Low Risk thresholds based on local security policies and concerns.		
7.	Audit & Compliance	Built-in mechanisms to automate user and device compliance checks and remediation or containment of non-compliance devices.		
		Simulate and fully understand the impact of a specific policy on devices and users before		

		enforcements are turned on.		
8.	Notifications	Alert / inform the user of policy violations. Automated notifications and actions such as trouble ticketing, emails, browser hijacks, and redirects with auditable end-user acknowledgement to enable tracking of warnings to users.		
9.	Network Access Control	Automatically limit non-compliant devices access to specified resources without disrupting user productivity while remedial action is taken.		
10	Role-based Network Control	Apply network access policies at the user and group level, based on roles defined in the directory service.		
11	Blocking	Ability to completely block the access of any malicious device on the network by turning off the switch port or with virtual firewall.		
12	Monitoring	Continuously monitor the network or integrate with monitoring solutions for policy violations or threats from connected devices to ensure the network is always safe and devices are compliant with established network security policies. Monitoring application must include: - Dashboards with drill down ability		
13	Reporting	Reporting engine that allows filtering of both current and historical data to help IT staff monitor and control device compliance and fulfill regulatory audit requirements.		
14	Inventory	Get accurate inventory of all endpoints and ensure compliance at all times.		
15	Management	Web GUI via HTTP or Simplified CLI through Telnet & SSH		
16	Logging	Customized reporting for historical and real-time data - Interactive topology maps - Device views - Events logs - Device search functionality & for exporting logs to external log management server		
17	Mounting	Must be supplied with 19" Rack Mount Kit, Cable & Indian standard compatible power adaptor.		

Technical Specifications for Network Rack (24U)

Make of the offered product				
Model of the offered product				
S.No	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	24U Server Rack with caster wheel having following specifications	Should be able to withstand static load of min. 500kg.		
		Should be vendor-neutral EIA-310, 19" Rack mounting Rail with option of adjustment. U position should be numbered on rear and front.		
		Min. 80% Area should be perforated. Single Perforated Front Door and Split Perforated Rear Door.		
		Cabinet should be Powder coated.		
		Cable entry should be through Top or Bottom in such a way that they should not affect the climatic conditions inside the rack.		
		Vertical & horizontal cable managers (Min. 6 nos.)		
		Minimum Four fans (exhaust) mounted on top		
		All product of rack should be certifies according to ISO 9001 and IEC 297 standards.		
		Dual Power Sourced IP based 0U space occupying Rack PDU of 15A Single Phase. Input cable of PDU should be IEC 309 32A connector to connect from power source. The PDU should have minimum 6xC13 & 4xC19 sockets for power distribution to IT load.		
		Rack should have temperature sensors.		
Earthing kit.				

Technical Specifications for Desktop PC (Developer)

Make of the offered product				
Model of the offered product				
S.No	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Type	Business PC		
2.	Form Factor	SFF chassis with maximum volume of 13 Liter		
3.	Processor	Latest generation x86 processor		
4.	Processor Speed	Six Core with Multi thread, 3.2GHz or higher base Clock Speed		
5.	Motherboard	OEM motherboard		
6.	Chipset	Intel Q270 or better chipset or equivalent.		
7.	Expansion Slots	Minimum one Free PCI/PCI-x slots.		
8.	Memory	16GB DDR-4 2400 MHz or higher expandable up to 32GB		
9.	Graphics	Integrated Graphic controller		
10	Storage	1TB SATA-III HDD (7200 or higher RPM) or higher		
11	Network	Integrated Gigabit Ethernet controller with RJ-45 connector.		
12	External Ports	4x USB 3.0 or higher ports (2 ports on front), 1xKeyboard port, 1xMouse port, 1xVGA port, Microphone and Headphone Jack,		
13	HDD Controller	Integrated dual port SATA-III (6Gbps or higher) controller		
14	Audio	Integrated sound controller		
15	Optical Drive	Dual Layer DVD Writer		
16	Keyboard	104 Keys OEM Keyboard and		
17	Mouse	OEM Optical Scroll Mouse with Mouse pad		
18	Monitor	TCO-07 certified 19" or higher LED TFT Monitor supporting HD or better resolution and 5ms or better response time.		
19	System Chassis	SFF System chassis with suitable APFC power supply to sustain full load including possible future up gradations.		
20	Power Management	System with Power management features & Desktop Management Interface		

	& DMI	implementation		
21	Operating System	Preloaded with OEM Pack Windows 10 Professional (64 Bit) or latest version, all necessary Plugins/utilities and driver software, bundled in CD/DVD Media.		
22	Accessories	System user manual and all other necessary accessories		
23	Compliance & Certifications	Complete system should be energy star 6.0 compliant / BEE Star certified.		

Technical Specifications for Desktop PC (UA & PO)

Make of the offered product				
Model of the offered product				
S.No	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Type	Business PC		
2.	Form Factor	SFF chassis with maximum volume of 13 Liter		
3.	Processor	Latest generation x86 processor		
4.	Processor Speed	Six Core with Multi thread, 3.2GHz or higher base Clock Speed		
5.	Motherboard	OEM motherboard		
6.	Chipset	Intel Q270 or better chipset or equivalent.		
7.	Expansion Slots	Minimum one Free PCI/PCI-x slots.		
8.	Memory	8GB DDR-4 2400 MHz or higher expandable up to 32GB		
9.	Graphics	Integrated Graphic controller		
10	Storage	1TB SATA-III HDD (7200 or higher RPM) or higher		
11	Network	Integrated Gigabit Ethernet controller with RJ-45 connector.		
12	External Ports	4x USB 3.0 or higher ports (2 ports on front), 1xKeyboard port, 1xMouse port, 1xVGA port, Microphone and Headphone Jack,		
13	HDD Controller	Integrated dual port SATA-III (6Gbps or higher) controller		
14	Audio	Integrated sound controller		
15	Optical Drive	Dual Layer DVD Writer		
16	Keyboard	104 Keys OEM Keyboard and		
17	Mouse	OEM Optical Scroll Mouse with Mouse pad		
18	Monitor	TCO-07 certified 19" or higher LED TFT Monitor supporting HD or better resolution and 5ms or better response time.		
19	System Chassis	SFF System chassis with suitable APFC power supply to sustain full load including possible future up gradations.		
20	Power Management	System with Power management features & Desktop Management Interface		

	& DMI	implementation		
21	Operating System	Preloaded with OEM Pack Windows 10 Professional (64 Bit) or latest version, all necessary Plugins/utilities and driver software, bundled in CD/DVD Media.		
22	Accessories	System user manual and all other necessary accessories		
23	Compliance & Certifications	Complete system should be energy star 6.0 compliant / BEE Star certified.		

Technical Specifications for ON-LINE UPS 3 KVA

Make of the offered product				
Model of the offered product				
S.No	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Capacity	3 KVA single phase input & single phase output		
2.	Inverter Technology	Pulse width Modulation (PWM) using IGBTs, Double conversion		
3.	Total Harmonic Distortion (THD) Voltage	< 3 % for 100% linear load < 5 % for 100 % non - linear load		
4.	Noise Level	Less Than 55 db		
5.	Operating Temperature	0- 40 degree C		
6.	Crest Factor	Not Less than 3:1 On full non - Linear Load		
7.	Humidity	up to 95 % non - Condensing		
8.	Output Wave form	Pure Sine wave		
9.	Cold Start Facility	Required		
10.	Cooling	Air Cooled		
11.	Accessories	5 Meter of required rated power cable (copper) and other accessories for providing input supply to UPS.		
12.	Voltage Range	160 V AC to 270 V AC		
13.	Frequency Range	50 +_ 6 % Hz		
14.	input power factor	0.9 or Better at Full Load leading to unity with Power factor correction (PFC)		
15.	Distortion	Less Than 5 %		
16.	Compatibility	D/G Set and Solar Power		
17.	Voltage	230 V AC +_ 1 % , Single Phase		
18.	Regulation	Less Than +_ 1 % in the Following conditions 1. No Load to full Load/ Full Load To No Load. 2. 0.8 Lag to unity PF 3. During Entry Back up time 4. Complete input Voltage Range		

19	Frequency	(a) 50 Hz + _ 0.5 %		
20	Overall Efficiency	80% or Better on rated Full load of 0.8 PF & 230 V, 50 Hz AC output		
21	Invertor Efficiency	90 % or better on rated full load of 0.8 PF & 230 V , 50 Hz AC Output		
22	Overload Capacity	110 % for 2 Min & 125% overload for 30 Sec.		
23	Load Power Factor	0.8 Lagging		
24	Transient Response Time	For 100 % Load change, Output must Remain Within + _ 1 % and recovery within 20 Ms		
25	Protection	Required For : Short Circuits Overload Over Temperature input Low/ high Voltage control DC Low/ high voltage Trip		
26	Battery Type	Sealed Maintenance free (VRLA) with Rack for keeping external batteries, required rated DC power cable (copper) and other accessories for connectivity to UPS and batteries.		
27	Battery make	Complying to JIS C 8702 test		
28	Battery recharge time (After complete Discharge to 100 % charge) & charge rating	Battery recharge time should Not Exceed 8 Hours and Charger should be capable to charge battery on C10 rating		
29	Battery Cut Off voltage during	Not Less then 10.5 V		
30	Battery Bank for Back- up Time	Single battery bank 60 Minutes on full load		
31	UPS & battery Housing	Powder coated UPS & Battery Cabinet With Caster Wheel Should of minimum 1 mm Thick good Quality material and should be free from Sharp edge, scotches, nicks 7 Burs etc. Enclosure should conform to all Protection requirement.		
32	LCD Meter	To measure and monitor input voltage, output voltage, output current, DC current, DC voltage, Input/ Output		

		frequency		
33	Indications	Mains On Load on battery Inverter Battery Level Load Level Invertor Over Load		
34	Audible Alarm	Over Temperature Main failure Battery Low Invertor Over Load		
35	Switches	Main ON/OFF MCB Battery On/OFF MCB / Fuse Inverter Push Button with reset.		
36	Output connection	O/P Terminals of Standard Quality Should be Provided 03 Nos of 5/15A/230 V female ISI/IEC Mark socket and all 3 Sockets should also be provided in addition to the O/P terminals		
37	Isolation Transformer	Galvanic Isolation Through Transformer		
38	Static & Manual BY pass	Required		
39	General	More Than two Battery banks should not be used in parallel in any configuration. The UPS should be supplied with 5 Meter of required rated power cable (copper) and other accessories for providing input supply to UPS.		

Technical Specifications for Rack Server

Make of the offered product				
Model of the offered product				
S. No.	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Processor	The server should have four nos. of latest twenty cores or higher 64-bit x86 processor fully binary compatible to 32-bit applications. Number of cores on a single die/socket will be treated as a single processor.		
2.	Motherboard & Chipset	Server M/B based on associated chipset with minimum two free PCI /PCI-x/ PCI-Express slots.		
3.	Memory	768GB DDR-4 2666MHz or higher SDRAM Memory with ECC expandable up to 2TB. Available Memory expandability should be achievable in the quoted server by the same capacity of memory module as offered in quoted server.		
4.	Video Controller	Integrated Graphic controller		
5.	HDD Controller	SAS RAID Controller supporting RAID 0 , 1 & 5		
6.	Network	4x1Gbps server Ethernet ports with full duplex on two separate controllers.		
7.	Ports	2x USB 2.0 ports, 1xKeyboard port, 1xMouse port & One dedicated Ethernet port for OS independent hardware management (Out of Band management).		
8.	Storage	6x1.8TB SAS Hot swap HDD (15K rpm or higher)		
9.	Optical Drive	DVD ROM drive		
10	HBA Card	Dual Port HBA card with minimum 16Gbps DTR per port and downward compatible along with two nos. of 5m LC to LC cable (MM)		
11	Driver/Software Utility	System utilities with all required device driver software as per above configuration for OS Installation, System Configuration		

		and for server management		
12	System Chassis	Server Chassis (Maximum 4U) with Redundant Hot Swap Power Supply to sustain above configuration and future up gradation and min. 8 Hot Swap Drive bays for HDD		
13	OS Support & Certification	Should work with Windows & Linux OS (32Bit & 64Bit both) and Certification for both 64bit OS. Server should also support minimum two (most popular) open server OS.		
14	Other Feature	Server should have embedded hypervisor (hardware based, minimum 16GB or higher flash) for Virtual Machine support.		
15	System Management	Remote Management of Server over LAN & WAN with SSL encryption. Virtual Media with required license and KVM over IP Server health logging. Remoter power On/ Shutdown of server.		
16	Performance	Processor SPEC CPU2006 benchmarked with maximum 768GB RAM to achieve SPEC rating of at least 3100 (60% of SPECint_rate_base2006 plus 40% of SPECfp_rate_base2006 scores)		
17	OS Supply	Must supply Latest Windows Server DC license with Hypervisor complying for all the supplied physical CPU core and entitlement to host unlimited Virtual machines with mix of Operating system like Windows, Linux.		

Technical Specifications for Web Application Firewall

Make of the offered product				
Model of the offered product				
S. No.	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Performance	Throughput 20Mbps or Higher		
		Concurrent Established Connections >400		
		Latency < 1 millisecond		
		10/100/1000 Copper Ethernet 4 or Higher		
2.	Management Ports	Two 10/100/1000 Copper Ethernet Ports		
		In built RS-232 Port		
3.	Mode of Operation	Deployment Modes • Bridge		
		Deployment Modes • Reverse proxy – transparent and non-transparent		
		Policy Action • Block (Active) & Report (Passive)		
		Policy Action • Report		
4.	High Availability	Dual Power Supply		
		Cluster Management - Two or more device can work in Cluster / Load balance mode		
5.	Physical	Dimension -1 U		
6.	Protects online sources	Buffer overflow		
		CGI-BIN parameter manipulation		
		Form/hidden field manipulation		
		Forceful browsing protection		
		Cookie or session poisoning		
		Cross-site scripting (XSS)		
		Cross-site request forgery		
		Command injection		
		SQL injection		
		Error triggering sensitive information leak		
		Insecure use of cryptography		
		Server misconfiguration		
		Back doors and debug options		
		Rate-based policy enforcement		
Well-known platform vulnerabilities				

		SOAP array attack protection		
		Content rewrite and response control		
		Content Filtering		
		Authentication, authorizing and auditing		
		L4-7 DoS protection		
7.	Simplified management and deployment user interface	Secure web-based GUI		
		SSH-based CLI access network management		
		SNMP		
		Syslog-based logging		
		Import/export Application Firewall profiles		
		Quick deployment of new rules from Common Event Format (CEF) logs		
8.	Comprehensive web server and web services security	Deep stream inspection; bi-directional analysis		
		HTTPs & HTML header and payload inspection		
		Full HTML parsing; semantic extraction		
		Session-aware and stateful		
		HTTP Signature scanning		
		Scan for known signatures		
		Response side checks		
		Protocol neutrality		
		HTML form field protection		
		Cookie protection – Signatures to prevent tampering; cookie encryption and proxying		
		Legal URL enforcement – Web application content integrity		
		Full SSL offload: - Decrypts traffic prior to inspection; encrypts traffic prior to forwarding - Configurable back-end encryption - Client-side certificates		
		XML security: protects against XML denial of service		
		(xDoS), XML SQL and Xpath injection and cross site scripting		
		XML message and schema validation, format checks, WS-I basic profile compliance, XML attachments check		
	URL transformation			
	WSDL scan prevention to protect			

		unpublished APIs		
		Should work on Chunked POST requests		
9.	Accessories	Supplier shall provide all accessories and spares including cables connectors and special tools required to install the systems		

Technical Specifications for Security Incident & Event Management Tool

Make of the offered product				
Model of the offered product				
S. No	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Data aggregation	Log management aggregates data from many sources, including network, security, servers, databases, applications, providing the ability to consolidate monitored data to help avoid missing crucial events.		
2.	Licenses	Should support 90 devices.		
3.	Co-relation	looks for common attributes, and links events together into meaningful bundles. This technology provides the ability to perform a variety of correlation techniques to integrate different sources, in order to turn data into useful information. Correlation is typically a function of the Security Event Management portion of a full SIEM solution		
4.	Alerting	the automated analysis of correlated events and production of alerts, to notify recipients of immediate issues. Alerting can be to a dashboard, or sent via third party channels such as email.		
5.	Dashboards	Tools can take event data and turn it into informational charts to assist in seeing patterns, or identifying activity that is not forming a standard pattern. Compliance: Applications can be employed to automate the gathering of compliance data, producing reports that adapt to existing security, governance and auditing processes		
6.	Retention	employing long-term storage of historical data to facilitate correlation of data over time, and to provide the retention necessary for compliance requirements. Long term log data retention is critical in forensic investigations as it is unlikely that discovery of a network breach will be at the time of the breach occurring		
7.	Reporting	On Demand Report Generation, and pre-defined templates of report for various audit.		

Technical Specifications for Apache Tomcat (Only support required for the Open Source Tool)

Make of the offered product				
Model of the offered product				
S. No.	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Specifications	Servlet 4.0 specification :JSR 369		
		JavaServer Pages and Expression Language Specifications: JSR 245 and JSR 341 respectively		
		Java API for WebSocket : JSR 356		
		Java Authentication Service Provider Interface for Containers Specification 1.1		
		Protocol Specifications : HTTP, HTTP/2		
		WebSocket protocol: specified in RFC 6455		
		AJP protocol specification : AJP/1.3		
		Presence in Asia Pacific		

Technical Specifications for Spring Framework (Only support required for the Open Source Tool)

Make of the offered product				
Model of the offered product				
S. No.	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Features	a. Inversion of control container		
		b. Aspect-oriented programming framework		
		c. Data access framework		
		d. Transaction management		
		e. Model–view–controller framework		
		f. Remote access framework		

Technical Specifications for Eclipse IDE (Only support required for the Open Source Tool)

Make of the offered product				
Model of the offered product				
S.No	Parameter	Min. Required Features	Compliance of min. required features (Yes/No)	Mention the deviations, if any
1.	Features	a. Easy to install additional features and plug-ins.		
		b. Rich Client Platform		
		c. Code Completion		
		d. Build tools integrated		