



# National Intelligence Grid (NATGRID)

Ministry of Home Affairs, Govt. of India

1<sup>st</sup> Floor, Shivaji Stadium Annexe, Connaught Place,

Shaheed Bhagat Singh Marg, New Delhi - 110001

**Tender No. 24011/2/2018-O&M Dated  
18/01/2019**

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

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.*

## CONTENTS OF BIDDING DOCUMENT

### INDEX

Sl. No.	Description	Section	Page no.
1.	Notice Inviting e-Tender (NIT)	1	3-6
2.	Instructions For Online Bid submission	2	7-10
3.	Instructions to the Bidders	3	11-21
4.	General Conditions of Contract (GCs)	4	22-29
5.	Special Conditions of Contract (SCs)	5	30-36
6.	Schedule of Requirements (SRs)	6	37-38
7.	Price Bid/Financial Bid	7	39-40
8.	Standard Forms	8	41-50
9.	Appendix	9	51-67

## SECTION - 1

### Notice Inviting e-Tender (NIT)

1. Online bids are invited by NATGRID, an attached office of Ministry of Home Affairs, for and on behalf of the President of India under two bid system for “**PROCUREMENT OF HARDWARE & SOFTWARE**”.
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](http://www.mha.gov.in) as per the schedule as given in **CRITICAL DATE SHEET** as under:

### CRITICAL DATE SHEET

<b>Published Date &amp; Time</b>	<b>18 Jan 2019 at 1830 Hrs.</b>
<b>Bid Document Download Start Date &amp; Time</b>	<b>18 Jan 2019 at 1830 Hrs.</b>
<b>Last date &amp; Time for submission of Pre-Bid queries</b>	<b>25 Jan 2019 at 1800 Hrs.</b>
<b>Date &amp; time of Pre-Bid Meeting</b>	<b>30 Jan 2019 at 1100 Hrs</b>
<b>Bid Submission Start Date &amp; Time</b>	<b>18 Jan 2019 at 1830 Hrs.</b>
<b>Bid Document Download End Date &amp; Time</b>	<b>20 Feb 2019 at 1600 Hrs.</b>
<b>Bid Submission End Date &amp; Time</b>	<b>20 Feb 2019 at 1600 Hrs.</b>
<b>Bid Opening Date &amp; Time</b>	<b>21 Feb 2019 at 1700 Hrs.</b>

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](http://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.2,25,000/- (Rupees Two Lakhs Twenty Five Thousand 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 8**) from a Commercial bank in favour of **Pay & Accounts Officer, NATGRID, New Delhi** is to be delivered in original to the Deputy Director (P&CM ), NATGRID, 1<sup>st</sup> 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. Bid security shall remain valid for a period of 45 days beyond the final bid validity period.
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 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 at para 10.5.1.
  - 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 3.20 of Section 3):

S.No	Pre-qualification condition	Documents Required	Whether enclosed (Yes/No)
a.	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	
b.	Annual Sales Turnover during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. 11 Crores	Certificate from the statutory auditor <b>or</b> Certificate signed by the Company Secretary, alongwith the Balance Sheets of the last three financial years which are available publicly <b>(Form 2)</b>	
c.	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. 90 lakhs ii. Two Projects each costing not less than Rs. 60 lakhs iii. Three Projects each costing not less than Rs. 45 lakhs	Copy of purchase order and certificate from client  <b>or</b> Certification by the Company Secretary of having delivered the project(s) and the project(s) having Gone-Live  <b>(Form 3)</b>	
d.	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	
e.	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 <b>Form 5</b>	
f.	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 <b>Form 1</b>	
(b)	Scanned copy of Authorization from OEMs to procure, install and provide maintenance support specific to this project for at least five years	
(c)	Scanned copy of Account Payee Demand Draft/Pay Order/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee ( <b>in Form 8</b> ) from a Commercial bank as in Para 8 of <b>Section 1</b>	
(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 <b>Form 4</b> , along with a cancelled cheque	
(f)	Scanned copy of Non -Disclosure agreement as per format at <b>Form 6</b> .	

**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 <b>Form 7</b>	
(b)	Schedule of Financial Bid in the format of BOQ_NATGRID_ITSec.xls. The financial bid format given in <b>Section 7</b> is provided as <b>BoQ_NATGRID_ITSec.xls</b> along with this tender document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . Bidders are advised to download this <b>BoQ_NATGRID_ITSec.xls</b> as-is, and quote their offer/rates in the permitted column and upload the same in the financial bid. <b>Bidder shall not modify the downloaded financial bid template in any manner.</b> 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 (P&CM), NATGRID (Ministry of Home Affairs), Shivaji Stadium Annexe, 1st Floor, Shaheed Bhagat Singh Marg, New Delhi-110001, Ph: 011-23444269, e-mail: [ddproc.nig@gov.in](mailto:ddproc.nig@gov.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 Bidders

#### 3.1 Procedure for Submission of Bids:

**3.1.1** The Bid response should be submitted online 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.

**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. 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 RFP Document which contains the following sections:

- a) **Section 1** - Invitation to Bid;
- b) **Section 2** - Instructions for online bid submission;
- c) **Section 3** - Instructions to bidders;
- d) **Section 4** - General Conditions of Contract;
- e) **Section 5** - Special Conditions of Contract;
- f) **Section 6** – Scope of Work and Schedule of Requirements
- g) **Section 7** – Price Bid/Financial Bid
- h) **Section 8** - Standard Forms
- i) **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 rejection of the Bid.**

### **3.4 Clarification of Bid Document**

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

<b>Sr. No</b>	<b>Section No.</b>	<b>Clause No.</b>	<b>Page number in Section</b>	<b>Existing Provision in the Clause</b>	<b>Clarification Sought</b>

NATGRID will respond in writing, to any request for clarification of the Bid Document, received not later than the date prescribed at para-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.

### **3.5 Amendment of Bid Document**

At any time prior to the last date and time 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 and will be binding on the bidders.

### **3.6 Extension of bid submission Date**

In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the NATGRID may, at its discretion, extend the last date for the receipt of Bids.

### **3.7 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.

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

**3.8.1 Technical Bid Packet:** Should contain the following documents:

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

**3.8.1.2** Signed and scanned copies of the documents, to be uploaded as per the check list for the Technical bid at para 10.5.2 of section 1.

**3.8.2 Financial Bid Packet:** Signed and scanned copies of the documents, to be uploaded, as per the check list for the Financial bid at para 10.5.3 of section 1.

### **3.9 Bid Prices**

The Bidder shall provide, in the proforma prescribed at **Section-7**, the unit prices and total Bid Prices of the Goods/ Services in Indian Rupees (INR), it proposes to provide under the Contract. Total cost also be mentioned in words.

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 on NATGRID.

### **3.10 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 have to be paid on actuals.

### **3.11 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.

### **3.12 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.

### 3.13 Bid Security

- 3.13.1** The Bidder shall furnish, as part of its bid, a **bid security of the amount mentioned in Clause 8 of Section-1.**
- 3.13.2** 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 3.13.7.**
- 3.13.3** 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 8**) from a Commercial bank in favour of **Pay & Accounts Officer, NATGRID, New Delhi.**
- 3.13.4** Any bid not secured in accordance with **Clauses 3.14.1 and 3.14.2 will be treated by NATGRID as non-responsive and would be liable for rejection.**
- 3.13.5** Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the NATGRID, pursuant to **Clause 3.14.**
- 3.13.6** 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.**
- 3.13.7** 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.**
- 3.13.8** Bid security shall remain valid for a period of 45 days beyond the final bid validity period.

### 3.14 Period of Validity of Bids

- 3.14.1** 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 NATGRID as non-responsive.**
- 3.14.2** 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 3.13** 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.

### 3.15 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.

### **3.16 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.

### **3.17 Tax Registration Certificate**

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

### **3.18 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.**

### **3.19 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

### **3.20 Headings**

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

### 3.21 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
a.	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
b.	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. 11 Crores	Certificate from the statutory auditor <b>or</b> Certificate signed by the Company Secretary, alongwith the Balance Sheets of the last three financial years which are available publicly <b>(Form 2)</b>
c.	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. 90 lakhs ii. Two Projects each costing not less than Rs. 60 lakhs iii. Three Projects each costing not less than Rs. 45 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  <b>(Form 3)</b>
d.	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
e.	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 <b>Form 5</b>

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



### **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. NATGRID may, at its discretion, extend the last date for the receipt of bids 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**

A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the purchaser prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of 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 NATGRID.

### **3.26 Opening of Bids**

NATGRID will open the Bids at the time, date and place, as mentioned in **Section-1** of this Document. 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.

### **3.27 Clarifications**

When deemed necessary, the Tender Committee/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**

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.

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 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**

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 10.5.2 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 form in Section-7.

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.

**Note:** 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

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, 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 3.36**, 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 **Form 9** 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 (as per Form 6 of this document) 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 (**v**) 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 confirm 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 1<sup>st</sup> 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.** For the purpose of this Clause, “Force Majeure” means an event beyond control of the affected Party and not involving the affected Party’s fault or negligence and not foreseeable. The Force Majeure reasons may be listed as, but are not restricted to, war or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"). For the avoidance of doubt, it is expressly clarified that the failure on the part of the SI under the agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of services which directly causes any breach of security like hacking aren’t the forces of nature and hence wouldn’t be qualified under the definition of “Force Majeure”. In so far as applicable to the performance of services, the SI will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

**b.** If, during the continuance of the agreement, the performance in whole or in part by either party of any obligation under the agreement is prevented or delayed by such Events, the affected party SI shall promptly notify of happenings of any such event in writing, seeking concession as soon as practicable, but within ten days from the date of occurrence.

**c.** Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under the agreement.

**d.** In case of a force Majeure, parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of services and implementation of the obligations under the contract and to minimize any adverse consequences of such event.



e. If the affected party satisfies the other Party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled make any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

f. If the performance in whole or in part or any obligation under the agreement is prevented or delayed by reason of any such event for a period exceeding sixty days, the purchaser may at its option, terminate the contract.

g. Upon occurrence of a Force Majeure Event after the effective date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be borne by the respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.

**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 (iii) 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 NATGRID fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 4.21(b) hereof.
    - iii. 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. GST 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 placed as form 6 of Section 8.

**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 of 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 either be the OEM for the product or should be authorized by respective OEMs to procure, install and provide maintenance support for the product for at least five years. Bidder shall be responsible for maintenance of system supplied by it;
- 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, other party 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-6**.
- 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 technical representatives 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 from the date of commissioning 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. Initially the AMC will be for a period 2 years after the expiry of warranty. Beyond this period, the AMC will be reviewed and renewed on yearly basis.

(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 at the time of award of AMC.

(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.

#### **5.10. Risk and Expense Clause for AMC:**

(a) Bidder shall be duty bound to provide AMC cover for the period of four years, 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 falls 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 AMC 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 AMC 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 and on provisional acceptance of hardware by NATGRID.
- b. Balance amount of the project to be paid after installation and commissioning on acceptance by NATGRID of commissioning report submitted by the SI. A detailed commissioning report, consisting of configurations, implementation and integration related diagrams and any other relevant information required for subsequent support of the supplied equipment should also be provided. Release of payment linked to commissioning of equipment would be made on acceptance of the detailed commissioning report.
- 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 6.1.6 in Section 9** and indicated against respective items:

Sl. No.	Technology/Bidder	Quantity	Licensing
1	Log Management Solution <b>(Annex 6.1.1)</b>	03	Solution should be Software based with log monitoring licensing of minimum 150 devices (extendable to 300 devices).
2	Proxy Server <b>(Annex 6.1.2)</b>	02	Solution should be Software based with licensing of 150 users. Option of adding 100 more licenses, as and when required, should be available.
3	AD Audit tool <b>(Annex 6.1.3)</b>	01	License needed to enable minimum 150 users (expandable to 300 users)
4	Virtualization & Management Software <b>(Annex 6.1.4)</b>	01	Virtualization & Management software licenses for '8' Processors should be provided.
5	High End Server with OS License <b>(Annex 6.1.5)</b>	02	Licensed Microsoft Windows Server 2016 Data Center Edition for the Core supplied and Windows server CAL for 100 Users should be provided.
6	Tape drive with backup software <b>(Annex 6.1.6)</b>	01	Perpetual licenses for the Tape library, monitoring and backup software

**Note: Data sheets of equipment (make/model) being offered should be enclosed along with the compliance sheets.**

**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 supplied items at the new location on the payment of shifting charges discovered through the current RFP process. Shifting would have to be completed within 21 days from the date of the PO/Work Order, issued separately.

### **6.3 Training:**

a) The selected bidder shall hold technical knowledge transfer sessions with designated technical team of Department and/or any designated agency during project execution at purchaser site without any additional cost. Duration of the training should be sufficient and to the purchaser's satisfaction. 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 equipment.

**6.4 Documentation:** Documentation shall be supplied for installation, configuration, monitoring, 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\_ITSec.xls**. The financial bid format given below is provided as BoQ\_NATGRID\_ITSec.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_NATGRID\_ITSec.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** NATGRID will examine the bids for completeness, computational errors, (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: 21011/2/2018-O&M											
Bidder Name :											
<b>PRICE SCHEDULE</b>											
(This BOQ template must not be modified/replaced by the bidder and the same should be updated after filling the relevant 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 in Rs. (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 in Rs. 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/support for 2 years	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11	12
1	Log Management Solution (Annex 6.1.1)	3	Nos			0.00			0.00	0.00	INR Zero Only
2	Proxy Server (Annex 6.1.2)	2	Nos			0.00			0.00	0.00	INR Zero Only
3	AD Audit tool (Annex 6.1.3)	1	Nos			0.00			0.00	0.00	INR Zero Only
4	Virtualization & Management Software (Annex 6.1.4)	1	Nos			0.00			0.00	0.00	INR Zero Only
5	High End Server with OS License (Annex 6.1.5)	2	Nos			0.00			0.00	0.00	INR Zero Only
6	Tape drive with backup software (Annex 6.1.6)	1	Nos			0.00			0.00	0.00	INR Zero Only
7	Miscellaneous Charges (Installation & Commissioning charges, Documentation Charges etc.)	1	Nos			0.00	0	0	0	0.00	INR Zero Only
8	Training charges as per scope given in para 6.3	1	Nos			0.00	0	0	0	0.00	INR Zero Only
9	One time shifting charges as mentioned in para 6.2	1	Nos			0.00	0	0	0	0.00	INR Zero Only
<b>TOTAL Price for determination of L1 bidder as per para 7.5</b>										<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>									



## SECTION 8

### Standard Forms

**FORM 1**

#### **Bid Submission Letter**

(Signed copy on company letterhead)

[Date]

To,

Deputy Director (P&CM),  
National Intelligence Grid (NATGRID)  
1<sup>st</sup> 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**

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** 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.

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

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**

**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. 90 lakhs, or
- ii. Two Projects each costing not less than Rs. 60 lakhs, or
- iii. Three Projects each costing not less than Rs. 45 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)
<b>Details of the Project</b>				
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.	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”, 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 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** 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 Warranty support and Annual Maintenance Contract and 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 (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 of .....for 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 (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  
.....  
.....

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## Section-9

### Appendix

Templates to indicate compliance with technical specifications of the items to be procured are referred to below:-

Sl. No.	Technology/Bidder	Page No.
1	Log Management Solution ( <b>Annex 6.1.1</b> )	52-55
2	Proxy Server ( <b>Annex 6.1.2</b> )	56-60
3	AD Audit tool ( <b>Annex 6.1.3</b> )	61
4	Virtualization & Management Software ( <b>Annex 6.1.4</b> )	62-64
5	High End Server with OS License ( <b>Annex 6.1.5</b> )	65-66
6	Tape drive with backup software ( <b>Annex 6.1.6</b> )	67

Note : Data sheets of equipment (make/model being offered should be enclosed along with the compliance sheets.

### Technical Specifications for Log Management Solution

Make of the offered Product			
Model of offered product			
S. No.	Min. Required Features	Compliance of min. required features (Yes/No)	Mention deviations, if any
1	<b>I. Log Generation:</b>		
	The solution should facilitate generation of log data and transmit /transfer it to the central server. The solution must collect logs from the following sources.		
	a. MS Windows 2008 Server (Standard / Enterprise) and Above		
	b. RHEL 6.4		
	c. Cent OS		
	d. McAfee ENS		
	e. Microsoft SQL Server 2008 and above or similar open source databases		
	f. Other commercial operating system based on BSD, debian distribution		
	g. Window 7 and Above		
	h. Active directory, Mail server,		
	i. Web servers like IIS, Tomcat, Apache		
	j. 3 Par SAN Storage, FC switches like Brocade		
	k. Network devices – Routers / Switches/ UTM and current generations network device		
2	The solution should have facility to customize log generation / collection sequence. The log data must be transferred to the central server over the network on real-time basis or in pre-defined batches based on schedule or the amount of log data to be transferred.		
3	<b>II. Log Analysis Event &amp; Storage:</b>		
	The log data generated should be stored in a centralized server. The period up to which the data must be available should be customizable. There must be archival facility through which the old log data can be pushed to an external device like SAN , NAS , DAS.		

4	<p><b>III. Log Monitoring:</b></p> <p>i. The solution must facilitate monitoring and review of the log data and should have automated analysis facility.</p> <p>ii. Log monitoring module should have facility to generate reports.</p> <p>iii. Facility must be there for management of the log server/s and clients.</p> <p>iv. The solution must have user management facility with privileges restricting access to limited resources.</p> <p>v. Must generate automatic alert notification based on specific events including on failure of collector agents.</p>		
	<b>IV. Log Event &amp; Correlation</b>		
5	The solution must aggregate, normalize, correlate and analyze event log data from the myriad of devices within your infrastructure. It must filter out, compress events based on event correlation and present the co-related events to the system for reporting.		
6	The solution should have capability for user defined rules based alerts along with pattern and anomaly based detection alerts.		
7	The solution should be integrate able with incident management portal and alerts and information can be sent over user-defined e-mail, with user defined severity.		
8	The solution should support encryption for data at rest and in motion.		
9	The solution must be in a position to fetch the data from the real time updated global repository on the information of latest threats and resolution details to keep in pace with the latest threat outburst. The system should have the correlation capability with the global intelligence feeds.		
	<b>Log Management</b>		
10	Log management infrastructure should perform several function that assist in storage, analysis and disposal of log data. These functions should work in such a way that the original logs are not altered. The log management infrastructure should have the following functionalities.		
11	<p>1.General</p> <p>a. Log Parsing – The data from a log entry should be extracted and parsed values may be used as an input for other logging process.</p> <p>b. Event Aggregation should consolidate similar entries into a single entry containing a count of the number of occurrences of the event.</p>		

12	<p>2.Storage</p> <p>a. Log Archival must facilitate retention of logs for an extended period of time, typically on removable media, a Storage Area Network (SAN), or a specialized log archival appliance or server. The solution should be integrable with SAN, NAS and DAS for external storage.</p>		
	<p>b. The system should support different retention period requirements across different rules, devices and policies.</p>		
	<p>c. Log Compression should facilitate storing of log file in a way that reduces the amount of storage space needed for the file without altering the meaning of its content.</p>		
	<p>d. Log Reduction should remove unneeded entries from a log to create a new log that is smaller.</p>		
	<p>e. Log Conversion should facilitate parsing a log in one format and storing its entries in a second format.</p>		
	<p>f. Log Normalization should convert each log to a particular data representation and categorized consistently.</p>		
	<p>g. Log File Integrity Check must calculate a message digest for each file and helps in storing the message digest securely to ensure that changes to archived logs are detected.</p>		
13	<p>3.Analysis</p> <p>a. Event Correlation should find relationship between two or more log entries. Event correlation should be rule-based (matching happens on timestamps, IP address, event type etc.), or based on statistical methods or visualization tools.</p>		
	<p>b. Log Viewing should facilitate display of log entries in a human – readable format. It must provide log viewing capability.</p>		
	<p>c. Reporting to facilitate display of the results of log analysis.</p>		
	<p>d. Pre-defined templates should exists for compliance specific queries e.g. ISO ,SOX , HIPAA , PCI, etc.</p>		
14	<p>4. Log Clearing should be supported.</p>		
15	<p>5. The solution should facilitate moving the archived data to an external tape library / LTO device.</p>		
	<p><b>V. Web Access –</b></p>		
16	<p>The web interface should have simple and advanced search facility with minimum information of the item by using server identification, event date, event type, threat type, occurrence period etc. or combination of any of two or more information regarding the item.</p>		

17	The product should have provision for web-browser based access on Internet/Intranet by the administrator / authorized users of purchaser.		
	<b>VI. Administration-</b>		
18	a. This Solution should provide right to administrator for providing access to different user regarding multiple or single access to various modules / servers / event types / backup and archival.		
19	b. Agent /Collector should notify if down or no longer sending/receiving events		
20	<b>VII. Installation and commissioning</b>		
21	Supplier will have to install, integrate, test and commission the solution in existing network of purchaser. Required testing and measuring tools etc. will have to be arranged by suppliers.		
22	Installation, commissioning, training and documentation requirement as per paras 6.2, 6.3 and 6.4 of section 6.		

### Technical Specifications for Proxy Server

Make of the offered Product			
Model of offered product			
S. No.	Min. Required Features	Compliance of min. required features (Yes/No)	Mention deviations, if any
1	The solution should be a on-premise Secure Web Gateway solution having Proxy, URL filter Caching, SSL Inspection, Anti-Virus, Antimalware and real-time protection against zero day threats, all in one solution.		
2	The solution should be deployable on physical servers / Virtual systems and should be manageable through single unified management console and support minimum of 150-250 users		
3	The solution should support forward caching.		
4	The supplied solution should be deployable in HIGH AVAILABILITY mode.		
5	The solution must identify and block webpages with: A. Malicious JavaScript / VB Script B. Malicious (or unauthorized) ActiveX applications C. Block Potentially Unwanted Programs (PUPs) D. Malicious Windows executable		
6	The solution should provide proxy, caching, on box malware inspection, content filtering, SSL inspection, protocol filtering on the same server, Malware scanning can be through third party however all inspection needs to be local and on-premise.		
7	The solution should have IP spoofing to provide accurate representation of the IP addresses as it exits the proxy.		
8	The solution must identify and block configurable search strings like: porn, adult, hacking, download, shareware, etc.		
9	The solution must have in built URL database, for blacklists like Phishing, Malicious, etc. on URL categories. Solution must have real time update.		
10	The solution should have gateway level Antivirus and malware protection.		
11	The solution must have flexibility to protect from objectionable, offensive content such as (not limited to) - Religious bias sites - Gambling sites - Hacking sites etc.		
12	The solution must provide file filtering for upload/download.		
13	The solution must support different types of compression algorithms and scan nested compressed files.		



14	The solution must have flexibility to monitor and block instant messaging (IM) based file transfer and other granular controls in applications		
15	The solution must provide Web reputation as well as content based blocking/filtering.		
16	The solution must be updated automatically with the new signatures from the web at customized user defined interval. A)Virus, B)White list/Blacklist URLs database C) System patches must be made available as and when new stable release is available D) Botnets E) Rootkits F) Malware		
17	The solution must have stringent security safeguards against any attacks from Internet or Intranet.(like Multiple TCP Connections etc.)		
18	The solution must immediately block and alert the user if the content being downloaded/uploaded/accessed is found to contain virus/other malware over HTTP and HTTPS connections.		
19	The solution must be capable of dynamically blocking any website which may have/become infected and unblock the site when the threat has been removed.		
20	The solution should perform dynamic content inspection of web-based content being accessed from otherwise unblocked websites.		
21	The solution should detect and block outbound Botnet and Trojan malware communications. It should log and provide detailed information on the originating system, to enable identification of infected units for mitigation.		
22	The solution should provide real-time classification of uncategorized websites.		
23	The solution should have real-time content scanning ability to understand malicious content besides on-box AV and anti-malware		
24	The solution should have ability to detect and block proxy anonymizer services.		
25	The solution should allow for delegable system administration (such as allowing for a user to configure filtering and logging for only their Active Directory or customized group without affecting the remainder of the users).		
26	The solution should provide creation of custom policies to be applied for specific user/s, IP's and group/s.		
27	The solution should provide functionality to schedule access to URL categories for specific user / users / group/groups/client /clients to access internet on specific Time/Day / Date / Weekly /Monthly etc.		

28	The solution should allow creation of separate roles for technical administration of servers, user administration, policy creation and editing.		
29	The solution should have options to create a role to see summary reports, trend reports and high-level metrics without the ability to see individual incidents.		
30	The solution should allow incident managers and administrators to use their Active directory credentials to login into the console.		
31	The solution should have support two factor Authentication for Management Server.		
32	The solution should provide multiple administrator roles to configure administrative functions.		
33	The solution should provide Command-Line access for administrative purposes.		
34	The solution must have basic system health alerts to ensure availability and the capability for advanced policy alerts to enable real-time management.		
35	The Solution should be able to poll the Domain controllers to identify users logon information to transparently identify users.		
36	The solution should provide visibility into web activities as they happen, enabling proactive security. It should have capabilities to detect malware, spyware, BOT's, malicious codes real time and all inspection and scanning .		
37	The Solution should able to integrate with log management solution.		
38	The solution should support real time graphical and chart based dashboard for the summary of activities over Web.		
39	The solution must provide logging of the following items at a minimum: IP address of client workstation, site denied access, reason of denial, time and date of denial.		
40	The Solution should have capability to provide detailed investigation reports like Risk classes - Security risk, Legal Liability risk, Bandwidth loss, productivity loss & business loss.		
41	The solution should create custom reports on a granular and/or enterprise level such as (but not limited to): <ul style="list-style-type: none"> <li>· Usage Report of Specific User/IP/Group based on Time/Date</li> <li>· Report for all users who have been accessed the specific URL</li> <li>· Usages report based on Time &amp; Date</li> </ul>		
42	The solution must provide a clear and detailed reporting mechanism that users can leverage for investigations and usage reports. The reports templates should be customizable and must be flexible in filtering by various data types (IP range, subnet, users).		
43	The solution should be able to generate & export or email reports automatically to assigned users in various formats, such as PDF/HTML/CSV/EXCEL.		

44	The solution must support granular access control and authorization to facilitate gathering log information of users.		
45	All usage reports must be able to be run daily, weekly, monthly, quarterly, semi-annually, and annually, or a configurable time span.		
46	All usage reports must be capable of running automatically and delivered to designated personnel via electronic means		
47	The solution should provide read only accounts to view logs and reports.		
48	The solution must provide reports to track the performance of this system including an event log showing any system down time or system exceptions or other problems.		
49	The system should allow reports to be mailed directly from the UI and should allow automatic schedule of reports to identified recipients.		
50	The system should have adequate pre-defined reporting templates.		
51	The solution should have capabilities to detect custom encrypted payloads, password files and other identified sensitive information getting stolen through modern malware.		
52	The solution should have dual anti-malware engines(Signature and Heuristics based) and should also have capabilities to inspect malware embedded in PDF files.		
53	The solution should support future addition of Malware Sandbox functionality to evaluate the malicious code and provide detailed report on analysis.		
54	The solution should be able to detect data theft even if the malware sends the data through image files.		
55	The solution should provide geo destination awareness so the location where the malware is trying to establish connection can be tracked.		
56	The solution should have the ability to detect sensitive content embedded in image files over Web channel		
57	The solution should be able to detect encrypted and password protected files.		
58	The solution should be able to recursively inspect the content of compressed archives.		
59	The solution should be able to fingerprint specific fields or columns within a database and identify information by correlating different columns in a database.		
60	The solution should be able to identify malicious traffic patterns generated by Malware infected PC in order to prevent data leakage.		
61	The solution should be capable of detecting data-thefts by any malicious activity in the network by a malware or other security threat.		

62	The solution should report incident with URL category information along with user ID. Content violating the policy etc. to be displayed in the incident, for instance which URL category did the information should appear in the incident		
63	Installation, commissioning, training and documentation requirement as per paras 6.2, 6.3 and 6.4 of section 6.		

## Technical Specifications for Active directory Audit tool

Make of the offered Product			
Model of the offered Product			
S.no	Minimum Required features	Compliance of min. required features (Yes/No)	Mention deviations, if any
1	Comprehensive change auditing: - Detects all changes in Active Directory and Group Policy and provides the critical who, what, when and where details and before and after values.		
2	Reporting on current configurations: - Shows the current state of all users and groups, their permissions in Active Directory, GPOs and their settings audit.		
3	Tool should able to report login attempt with incorrect password and source computer (Hostname & IP Address), Remote\local logon		
4	AD audit tool should have capability to integrate with Log management solution.		
5	Tool should have at least following features/configuration		
	a). Support for Role based Access		
	b). Generated Reports formats: PDF, HTML, Excel, CSV		
	c). OS supported windows server 2008 and above		
	d). Data Archiving		
	e). ACL Viewer/Exporter		
	f). AD permissions analyzer		
	g). Group/Group Member properties		
	h). Windows folder access and permission reports		
	i). File and print server Audit reports		
	j). Account Expiry Report		
	k). Computer level Report		
	l). Disable User Report		
	m). Inactive User Report		
n). Lock User Report (capture the originating IP address/workstation name for account lockout events)			
o). OU level report			
p). User Level Report			
q). Password Age Reports			
r). Password Expiry Report			
s). Tool should be Agent less			
t). Custom field support			
6	Installation, commissioning, training and documentation requirement as per paras 6.2, 6.3 and 6.4 of section 6.		

### Technical Specifications for Virtualization & Management software

Make of the offered Product			
Model of offered product			
S. No.	Min. Required Features	Compliance of minimum required features (Yes/No)	Mention deviations, if any
1	Virtualization software shall provide a layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS for greater reliability and security.		
2	Very small code base should be required to maintain, patch, secure; improve security		
3	Virtualization software shall have the capability to create Virtual servers with up to 8 processors in virtual machines for all the guest operating system supported by the hypervisor.		
4	Virtualization software shall integrate with SAN, NAS and iSCSI SAN infrastructure from leading vendors. It should leverage high performance shared storage to centralize virtual machine file storage for greater manageability, flexibility and availability.		
5	Virtualization software shall allow heterogeneous support for guest Operating systems like Windows client, Windows Server, Linux ( at least Red Hat, SUSE, Ubuntu and CentOS)		
6	Virtualization software shall have capability of installations on diskless configurations of rack mount servers by booting from SAN		
7	Virtualization software should have the ability to thin provisioned disks to avoid allocating all storage space upfront. Full monitoring capabilities and alerts to prevent from accidentally running out of physical storage space.		
8	Virtualization software shall have High Availability capabilities for the virtual machines in the sense if in case one server fails, all the Virtual machines running on that server shall be able to migrate to another physical server running same virtualization software. The feature should be independent of Operating System Clustering and should work with FC/ iSCSI SAN and NAS shared storage.		
9	Virtualization software should Support live Virtual Machine migration with enhanced CPU compatibility		
10	Virtualization software should allow configuring each virtual machine with one or more virtual NICs. Each of those network interfaces can have its own IP address and even its own MAC address		
11	Virtualization software must support NIC teaming for load sharing and redundancy.		
12	Virtualization software shall allow creating virtual switches to connect virtual machines		

13	Virtualization software shall support configurations of 802.1q VLANs which are compatible with standard VLAN implementations from other vendors		
14	Virtualization software shall continuously monitor utilization across virtual machines and should intelligently allocate available resources among virtual machines		
15	Virtualization software shall allow RAM over-commitment that allows to configure virtual machine memory in such a way that safely exceeds the physical server memory		
16	Virtualization software shall allow usage of Remote devices which allow Installation of software in a virtual machine running on a server from the CD-ROM of a desktop		
17	Virtualization software shall have the capability for creating virtual machine templates to provision new servers		
18	Virtualization software shall allow taking snapshots of the virtual machines to be able to revert back to an older state if required		
19	Virtualization software shall be integrable with log management solutions.		
20	Support for a centralized backup proxy to offload backup from virtualization host		
21	Virtualization management software console shall provide a single view of all virtual machines, allow Monitoring of system availability and performance and automated notifications with email alerts.		
22	Virtualization management software should have integrated Physical Host and Virtual Machine performance monitoring including CPU, Memory, Disk, Network, Power, Storage Adapter, Storage Path, Cluster services, Virtual machine data stores.		
23	Virtualization management software console shall provide reports for performance and utilization of Virtual Machines. It shall co-exist and integrate with leading systems management vendors		
24	Virtualization management software console shall provide capability to monitor and analyze virtual machines, and server utilization and availability with detailed performance graphs.		
25	Virtualization management software console shall allow to Move a powered off virtual machine from one physical server to another by dragging and dropping the virtual machine icon.		
26	Virtualization management software console should allow cloning of both powered on and powered off virtual machines.		
27	Virtualization management software console shall provide Interactive topology maps to visualize the relationships between physical servers, virtual machines, networks and storage.		
28	Virtualization management software console shall maintain a record of significant configuration changes and the administrator who initiated them.		
29	Virtualization management software console shall provide manageability of the complete inventory of virtual machines, and physical servers with greater visibility into object relationships.		

30	Virtualization management software should provide a global search function to access the entire inventory of multiple instances of virtualization management server, including virtual machines, hosts, data stores and networks, anywhere from within Virtualization management server.		
31	Virtualization management software should support user role and permission assignment (RBAC)		
32	Virtualization management software should allow you to deploy and export virtual machines, virtual appliances in Open Virtual Machine Format (OVF).		
33	Virtualization management software should allow reliable and non-disruptive migrations for Physical/ Virtual machines running Windows and Linux operating systems to virtual environment.		
34	Virtualization management software should generate automated notifications and alerts, and can trigger automated workflows to remedy and pre-empt problems.		
35	Licenses Supplied Should not be bundled / tagged with any hardware		
36	Installation, commissioning, training and documentation requirement as per paras 6.2, 6.3 and 6.4 of section 6.		



**Technical Specifications for High End Server with OS License**

<b>Make of the offered Product</b>				
<b>Model of offered product</b>				
<b>S. No.</b>	<b>Parameter</b>	<b>Required Specifications</b>	<b>Compliance of minimum required features (Yes/No)</b>	<b>Mention deviations, if any</b>
1	Rack Height	4U (Preferable)		
2	CPU Support	4 CPU's		
3	Chipset	Intel		
4	Processors	Minimum 12 Core per processor with clock speed of minimum 2.0 Ghz		
5	Memory	Supply 768GB RAM and scalable to 3 TB RAM		
6	Hard Drives	6x 1.2 TB 10K RPM SAS Hot Plug HDD. N.B.-Disks found defective and replaced during warranty period will not be returned back to the vendors.		
		HDD sub-rack should support up to 16 hard disk drives (SAS, SATA, nearline SAS SSD: SAS, SATA)		
7	RAID Card	RAID Controller Card with 2 GB Cache		
8	External Storage	2 - Dual Port 16 G FC Host Bus Adapter (should be compatible with Brocade san switch 300)		
9	PCI Slots (I/O)	3x PCIe slots		
10	NIC Cards	Quad Port 1 GbE BASE - T (Network Daughter Card - embedded), 1 Quad port 1 GbE BASE -T external NICS		
11	Redundant Power Supply	Yes (Minimum 2) Normally both supplies should share load, in the event of failure of one supply the working supply should provide full load.		
13	Remote Management	Should be provided along with server, should support Virtual media, Virtual Console		
14	Availability	ECC memory, hot-plug hard drives, hot-plug redundant cooling, hot-plug redundant power, tool less chassis, support for high availability clustering and virtualization, proactive systems management alerts		
15	Systems Management	Should be provided with server from OEM		
		Agent Free monitoring		
		Should support redundant fail safe hypervisor for Vitrualization platform		
		IPMI 2.0 compliant		

16	Operating System	Licensed Microsoft Windows Server 2016 Data Center Edition for the Core supplied and Windows server CAL for 100 Users		
17	Virtualization Support	Must supports all existing hypervisors (commercial and open source) to run virtual machines on different operating systems, including but not limited to windows, linux etc.		
18	Installation, commissioning, training and documentation requirement as per paras 6.2, 6.3 and 6.4 of section 6.			

### Technical Specifications for Tape Drive with Backup Software

**Make of the offered product**

**Model of the offered product**

S. No.	Min Required Features	Compliance of min. required features (Yes/No)	Mention deviations, if any
1	Tape Library with '2' LTO6 Drives		
2	Tape library should have 24 Media slots		
3	Tape library should be Supplied with Two Cleaning Cartridges & 30 LTO 6 Media Cartridges		
4	System should support SNMP and Local control;		
5	Offered drive should have native speed of 160MB/sec and a compressed speed of 400 MB/sec for 2.5:1 compression		
6	Should support encryption and data integrity check		
7	Backup software to take back up of filesystems (or drive or any backup location) with SAN,NAS, and DAS storages. It should have supporting licences.		
8	Should be compatible with all industry standard backup applications.		
9	Tape Library should be Rack mountable.		
10	Software provided with the Tape Library should be capable of taking incremental, differential and complete backup and necessary license for the software should be provided.		
11	Tape Library should provide remote monitoring capability (Ethernet based management port), hot swap tape drives.		
12	Supply should include perpetual licenses for the Tape library, monitoring and backup software etc.		
13	Backup software should be able to take backup of virtual machines, data stores on VM ware environment. It should be able to take backup of virtual machines hosted on hyper -v or KVM or any other virtual environment.		
14	Installation, commissioning, training and documentation requirement as per paras 6.2, 6.3 and 6.4 of section 6.		