

### Bid Corrigendum

GEM/2024/B/4685406-C11

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

#### Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
3. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
4. Buyer Added text based ATC clauses
  1. Bidders are advised to submit their bids in line with the Scope of Work, Pre-Qualification Criteria, Evaluation criteria, Delivery terms ,Bill of Material and other terms/conditions detailed under the document titled "Request for Proposal for Selection of System Integrator for providing On-Prem Hardware and Managed Support Services for DGH National Data Repository" , attached along with this tender.
  2. Tender scope involves supply of a set of hardware items (Thin clients, High end Workstation, Server, Storage, Networking Device, A0 Plotter, A0 Scanner, Printer etc.) along with installation & Commissioning, Comprehensive AMC and support services for 05 years period. Please refer the document titled "Request for Proposal for Selection of System Integrator for providing On-Prem Hardware and Managed Support Services for DGH National Data Repository" for details on item wise quantity, delivery locations etc.
  3. The bidders are advised to refer the excel document "Commercial Proposal Format (Bill of Materials)". The duly filled "Commercial Proposal Format (Bill of Materials)" in electronic form must be submitted by the bidders in GeM Portal along with the Financial Bid only. Total Bid Value (inclusive of GST) (C) must be entered against the "OFFER PRICE" field while creating their response against the tender in GeM portal.

4. Bidder shall submit the following documents along with their bid:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque

5. **Bidders are advised to refer the "Corrigendum no. 5" attached under "Buyer Added Bid Specific ATC" , before submitting their bid.**

5. Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)



## DIRECTORATE GENERAL OF HYDROCARBONS

(Ministry of Petroleum & Natural Gas, Government of India)

### **Corrigendum No. 5 to GeM Tender No. GEM/2024/B/4685406 for "On - Premises Hardware and Managed Support Services for DGH National Data Repository"**

In respect of GeM E-Tender No. GEM/2024/B/4685406 for "On -Premises Hardware and Managed Support Services for DGH National Data Repository" replies to pre-bid queries raised by the bidders, amendment to tender clauses, and amended RFP document are attached herewith.

The bid closing/opening date has been extended as under:

	<b>In lieu of</b>	<b>Revised</b>
Bid Closing Date	15.07.2024 (15:00)	18.07.2024 (15:00)
Bid Opening Date	15.07.2024 (15:30)	18.07.2024 (15:30)

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the Bid Document shall be uploaded in GeM portal <http://gem.gov.in>, DGH Website <https://dghindia.gov.in> and DIC website <https://dic.gov.in>. Hence, bidders are advised to visit the said websites regularly.

**HOD (MM)**  
**For Directorate General of Hydrocarbons**

**Directorate General of Hydrocarbons**  
**(Under Ministry of Petroleum & Natural Gas)**  
**Government of India (GoI)**

**Amended clauses with reference (Amendment no. 1)**

(Request for Proposal for On-Prem Hardware and Managed Support Services for DGH  
National Data Repository)

**Tender No: GEM/2024/B/4685406**

**Plot No. 2, Tower A, OADB Bhawan, Sector 73, Noida, Uttar Pradesh 201301.**

SI	Section No	Section Name	Statement as per RFP	Amended Clause
1.	16.3.2	Form TQ2: Compliance to Technical Specification 1. Thin Client/Desktop with Dual Monitor	S.No 11: Video: 2 Display Port ,1 HDMI , 1 VGA, 1 RJ45, USB: 2 USB 3.2 Gen 1, 2 USB 3.2 Gen 2, 1 USB, Type C 3.2 Gen 2X2	Display Port (DP): 2, HDMI : 1 RJ45: 1 USB 3.2 Gen 1: 2 USB 3.2 Gen 2 : 1 Type C 3.2 Gen 2X2 : 1
2.	16.3.2.	Form TQ2: Compliance to Technical Specification 5. Bar Code Scanner	S.No 2: Bluetooth 2D Barcode Scanner should work through Wireless & Bluetooth & USB cable connection. Compatible with iOS, Android, Window PC/tablet computers and mobile phones.	Bluetooth 2D Barcode Scanner should work through Wireless/ Bluetooth/USB cable connection. Compatible with iOS, Android, Window PC/tablet computers and mobile phones.
3.	16.3.2.	Form TQ2: Compliance to Technical Specification 5. Bar Code Scanner	S.No 5: Wireless transmission distance of up to 80-100 meters/Bluetooth transmission distance can reach 20-50 meters.	For Wireless/Bluetooth transmission distance - 10 meters.
4.	16.3.2.	Form TQ2: Compliance to Technical Specification 6. Bar Code Printer	S. No, 2: Interface Options: USB, Bluetooth, serial, ethernet, USB Host	S. No, 2: Interface Options: USB
5.	16.3.2.	Form TQ2: Compliance to Technical Specification 6. Bar Code Printer	S. No, 4: Max Roll Outer Diameter- 8.375	Clause deleted
6.	16.3.2.	Form TQ2: Compliance to Technical Specification 6. Bar Code Printer	S. No, 5: Label Core- 1.5 inches, 3 inches	Clause deleted
7.	16.3.2.	Form TQ2: Compliance to Technical Specification 6. Bar Code Printer	S. No, 6: Print Speed: 12 Labels per minutes	Clause deleted
8.	16.3.2.	Form TQ2: Compliance to Technical Specification 6. Bar Code Printer	S. No, 9: Maximum Print Width- 4.16	S. No, 9: Support Label width: 6 mm to 36 mm

SI	Section No	Section Name	Statement as per RFP	Amended Clause
9.	16.3.2	Form TQ2: Compliance to Technical Specification 6. Bar Code Printer	S.No 10: Max Label Width: 4.5	Clause deleted
10.	16.3.2	Form TQ2: Compliance to Technical Specification 6. Bar Code Printer	S.No 11: Included Features : LCD, Verifier	Clause deleted
11.	16.3.2	Form TQ2: Compliance to Technical Specification 6. Bar Code Printer	S.No 12: Ribbon Core: 1	Clause deleted
12.	16.3.2	Form TQ2: Compliance to Technical Specification 7 & 13. High End Workstation	Graphics Card: NVIDIA RTX A4000 24GB	Graphics Card: NVIDIA RTX A4500 24GB or higher
13.	16.3.2	Form TQ2: Compliance to Technical Specification 7 & 13. High End Workstation	Bays: 2 x External 5.25''	Minimum Bay: 1 External
14.	16.3.2	Form TQ2: Compliance to Technical Specification 7 & 13. High End Workstation	Security: BIOS controlled electro-mechanical internal chassis lock for the system.	Clause deleted
15.	16.3.2	Form TQ2: Compliance to Technical Specification 7 & 13. High End Workstation	Ports: Front : 4 x SuperSpeed USB Type-A 5 Gbps, 1 x Headphone/ microphone combo Rear : 6 x SuperSpeed USB Type-A 5Gbps Signalling Rate , 1 x Audio Line-In / Out, 2 x 10G Base-T network ports	Port Configuration : 1 x Headphone/ microphone combo, 5 x SuperSpeed USB Type-A 5Gbps Signalling Rate , 5 x SuperSpeed USB Type-A/C 5Gbps Signalling Rate, 1 x Audio Line-In / Out, 2 x 10G Base-T Network Ports
16.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Data Availability and All Flash	S.No 03: 1. Offered storage shall be an array which can provide enterprise class resiliency & 100% data availability guaranteed architecture along with all NVMe controllers.	Offered storage shall be an array which can provide enterprise class resiliency & 99.9999% data availability guaranteed architecture along with all NVMe controllers.
17.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Data Availability and All Flash	S.No 03: 2. 100% data availability guaranty shall be clearly mentioned on vendor web site for the offered model. If vendors are not supporting the 100% data availability as per their web site then	99.9999% data availability guaranty shall be mentioned on vendor web site for the offered model. If vendors are not supporting the 99.9999% data availability as per their web site then vendor shall

SI	Section No	Section Name	Statement as per RFP	Amended Clause
			vendor shall quote additional Controller and 10% additional capacity as cold spare along with array for mitigating the failure situations.	quote additional Controller and 10% additional capacity as cold spare along with array for mitigating the failure situations.
18.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Storage Encryption	S.No 4: 2. Offered encrypted drives shall support both KMIP 1.3 and KMIP 1.4 for key management solutions. Vendor shall offer at-least internal Key manager engine for key management.	Offered encrypted drives shall support both KMIP 1.3 or latest for key management solutions. Vendor shall offer at-least internal Key manager engine for key management.
19.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Memory and CPU Processing Power	S.No 6: 2. Offered storage controller shall be based upon at-least PCI 4.0 technology and offered storage shall be offered with at-least 16 number of CPU cores.	Offered storage controller shall be based upon at-least PCI 3.0/4.0 technology and offered storage shall be offered with at-least 16 number of CPU cores.
20.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Host Ports and Back-end Ports	S.No 9: 1. Offered Solution shall have minimum of 4x 16/32Gbps Fiber Channel ports and 4x10Gbps Ethernet port in future shall be upgradable to 64Gbps by replacing the SFP.	Offered Solution shall have minimum of 4x 16/32Gbps Fiber Channel ports and 4x10Gbps Ethernet port.
21.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Host Ports and Back-end Ports	S.No 9: 3. PCI 4.0 slot of the Fiber channel card shall have at-least 16 lanes so that each offered port can work at line speed even after upgrading to 64Gbps.	PCI 3.0/4.0 slot of the Fiber channel card shall have at-least 16 lanes so that each offered port can work at line speed even after upgrading to 64Gbps.
22.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Host Ports and Back-end Ports	S.No 9: 4. Each offered controller shall have minimum of 48 PCI 4.0 lanes for NVMe disk connectivity.	Each offered controller shall have minimum of 48 PCI 4.0 lanes for NVMe disk connectivity OR for 3.0 PCI lanes, bidder has to provide 256 GB additional cache to meet the performance
23.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Host Ports and Back-end Ports	S.No 9: 5. For maximizing the overall performance and NVMe SSD endurance, offered storage array shall support full RAID stripe write to backend disk drives for eliminating the white space issues of NVMe SSD drives. Vendor shall provide the documentary proof for same.	For maximizing the overall performance and NVMe SSD endurance, offered storage array shall support full RAID stripe write to backend disk drives for eliminating the white space issues of NVMe SSD drives. Vendor shall provide the documentary proof



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				/letter signed by the respective OEM's authorised signatory.
24.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Quality of service	S.No 11: 1. Offered storage array shall support quality of service for critical applications so that appropriate and required response time can be defined for application logical units at storage. It shall be possible to define different service / response time for different application logical units.	1. Offered storage array shall support quality of service for critical applications so that appropriate and required response time can be defined for application logical units at storage. It shall be possible to define different service / response using Performance Policy for different application logical units.
25.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Quality of service	S.No 11: 2. Quality of service engine shall allow to define minimum and maximum cap for required IOPS / bandwidth for a given logical units of application running at storage array.	clause deleted
26.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Quality of service	S.No 11: 3. It shall be possible to change the quality of service Response time (In both milliseconds as well as Sub-milliseconds), IOPS, bandwidth specification at real time.	clause deleted
27.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Snapshot / Point in time copy & No. of Volumes	S.No 14: 1. The storage array should have support for controller-based snapshots (At-least 1024 copies for a given volume).	1. The storage array should have support for controller-based snapshots (At-least 255 copies for a given volume).
28.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Snapshot / Point in time copy & No. of Volumes	S.No 14: 2. Offered Storage array shall support more than 8000 base volume on the storage array without snapshot and clone.	Offered Storage array shall support at least 6000 base volume on the storage array without snapshot and clone.
29.	16.3.2	Form TQ2: Compliance to Technical Specification 8. Section: NAS Storage, Feature: Remote Replication	S.No 15: 2. Offered Storage array shall support both Synchronous and Asynchronous replication across 2 storage arrays natively without using any third party or software based solution.	Offered Storage array shall support both Synchronous and Asynchronous replication across 2 storage arrays natively without using any third party solution

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30.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Remote Replication	S.No 15: 3. Offered storage array shall have capability to create the application consistency group for replication operations. Shall have flexibility to have more than 256 volumes per consistency group.	Offered storage array shall have capability to create the application consistency group for replication operations. Shall have flexibility to have more than 75 volumes per consistency group.
31.	16.3.2	Form TQ2: Compliance to Technical Specification 8. NAS Storage, Feature: Multi-tenancy	S.No 16: Offered storage array shall be true multi-tenant and shall support at-least 128 Tenant per storage array. Every tenant shall be treated as a separate logical storage array with its own user control access.	clause deleted
32.	16.3.2.	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No. 1: Make & Model : (To be filled by the Bidder)	Make (Should be the same as L3 Switch) & Model : (To be filled by the Bidder)
33.	16.3.2.	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No. 2: Device should have 24 x 10 SFP+ ports and 8 x 40/100G QSFP28	Device should have 24 x 10G and min 4 or higher x 40/100G QSFP28 fully populated from day 1
34.	16.3.2	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No 03: Device should have total Throughput of 2.5 Tbps and latency packet forwarding less than 850 nanoseconds	Device should have total Throughput of 1.2 Tbps and latency packet forwarding less than 4 microseconds
35.	16.3.2.	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No. 4: Device should support upto 250K MAC address and 250K IPv4 Prefix routes	Device should support upto 128K MAC address and 24K IPv4 Prefix routes
36.	16.3.2.	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No 7: Device should support Routing Protocols: OSPFv2 with multiple instances, OSPFv3, BGP, MP-BGP, IS-IS, and RIPv2 , Policy Based Routing (PBR) for IPv4 and IPv6, VRRP V4 and V6	Device should support Routing Protocols: OSPFv2 with multiple instances, OSPFv3, BGP, MP-BGP, RIPv2 , Policy Based Routing (PBR) for IPv4 and IPv6, VRRP V4 and V6
37.	16.3.2.	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No. 8 Device should support VXLAN+EVPN leaf-spine overlay technology supporting type-1 to type-5 routes, IPv4 and IPv6 clients in EVPN based overlay network with support for active-active EVPN multi-homing	Device should support VXLAN+EVPN leaf-spine overlay technology supporting type-1 to type 3 and type -4/5 routes, IPv4 and IPv6 clients in EVPN based overlay network with support for active-active EVPN multi-homing

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38.	16.3.2.	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No 9: Device should support IGMP v2/v3,PIM-SM / PIM-SSM, VRF Support for IP Multicast, Multicast Source Discovery Protocol (MSDP)	Device should support IGMP v2/v3,PIM-SM / PIM-SSM, VRF Support for IP Multicast, Multicast Source Discovery Protocol (MSDP) or equivalent
39.	16.3.2.	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No 19: Device should support advanced mirroring features : Mirror to CPU, ACL filters and truncation on Mirror sessions, and tunneling of mirror packets to remote servers.	Device should support advanced mirroring features and port mirroring
40.	16.3.2.	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No 20: Should have programmability and automation support with on board python, bash and docker containers.	clause deleted
41.	16.3.2.	Form TQ2: Compliance to Technical Specification 10. L3 Switch (24 Ports)	S.No. 1: Make & Model : (To be filled by the Bidder)	Make (Should be the same as L2 Switch) & Model : (To be filled by the Bidder)
42.	16.3.2.	Form TQ2: Compliance to Technical Specification 10. L3 Switch (24 Ports)	S.No 02: The proposed Switch Shall support minimum 24 Ports of 10 G SFP+ Ports and minimum 8 Ports of 40/100G of QSFP28 ports.	Device should have 24 x 10G and 8 x40/100G QSFP28 fully populated from day 1
43.	16.3.2.	Form TQ2: Compliance to Technical Specification 10. L3 Switch (24 Ports)	S.No. 6: The Switch Shall support L3 Routing protocols like OSPF, OSPFv3, BGP, MP-BGP, IS-IS, RIPv2, VRF, VRRP, BFD, IPv6, IPv4 features	The Switch Shall support L3 Routing protocols like RIPv2/OSPF, OSPFv3, BGP, MP-BGP, VRF, VRRP, BFD, IPv6, IPv4 features
44.	16.3.2.	Form TQ2: Compliance to Technical Specification 10. L3 Switch (24 Ports)	S.No. 7: The Switch shall Support upto 128-Way Equal Cost Multipath Routing (ECMP)	The Switch shall Support upto 64-Way Equal or higher Cost Multipath Routing (ECMP)
45.	16.3.2.	Form TQ2: Compliance to Technical Specification 10. L3 Switch (24 Ports)	S.No 08: Switch Shall support minimum 256K mac address scale or higher , 128K IP4 LPM routes or higher , 10 K or higher ACL entries , 10 K or higher ACL entries , 24K or higher IPv4 multicast routes	Switch Shall support minimum 128K mac address scale or higher , 128K IP4 LPM routes or higher , 1K or higher ACL entries , 10K or higher IPv4 multicast routes
46.	16.3.2.	Form TQ2: Compliance to Technical Specification 11. Next Generation Firewall (NGFW)	S.No 2: The proposed vendor must have "Recommended" rating with min 97% Evasion proof capability and min 97.5 % Security Effectiveness as per 2019 NSS Labs Next Generation Firewall comparative Test report.	clause deleted

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47.	16.3.2	Form TQ2: Compliance to Technical Specification 11. Next Generation Firewall (NGFW)	S.No 03: Equipment Test Certification - ICSA, FCC Class B, CE Class B, VCCI Class B and CB Certified	Equipment Test Certification - ICSA, FCC, CE, VCCI and CB Certified
48.	16.3.2.	Form TQ2: Compliance to Technical Specification 11. Next Generation Firewall (NGFW)	S.No 4: 3. Architecture - The proposed firewall must have min 4 physical cores with x86 processor and not an ASIC based solution. NGFW should support HA as Active/Passive and Active/Active configuration.	The proposed firewall must have min 4 physical cores with x86 processor /ASIC based solution. NGFW should support HA as Active/Passive and Active/Active configuration.
49.	16.3.2	Form TQ2: Compliance to Technical Specification 11. Next Generation Firewall (NGFW)	Sno 5: Interfaces and Storage - Min 8 x 1 Gig Copper interfaces of which 4 ports will be POE and 2*1G SFP/RJ45 Combo Ports from day 1 with 1G SFP SR transceivers. The NGFW appliance should have minimum on-board 128 GB capacity	Min 8 x 1 Gig Copper interfaces and 2*10G SFP/RJ45 Combo Ports from day 1 with 10G SFP SR transceivers. The NGFW appliance should have minimum onboard 128 GB capacity"
50.	16.3.2.	Form TQ2: Compliance to Technical Specification 11. Next Generation Firewall (NGFW)	S.No. 7: 2. The proposed firewall should have the ability to create custom application signatures and categories without any third-party tools or services. Shall provide application dependencies, creation of policies on specific application modules, support wildcard based policies, and protect users from malicious content for upload/download by applications.	clause deleted
51.	16.3.2	Form TQ2: Compliance to Technical Specification 11. Next Generation Firewall (NGFW)	S.No 08: 3 Threat Protection - AV scans for HTTP, SMTP, IMAP, POP3, FTP, SMB with actions such as allow, deny, reset, alert etc. AV scanning shall also be available per Application to include or exclude Applications.	Threat Protection - AV scans for HTTP, SMTP, IMAP, POP3, FTP, SMB with actions such as allow, deny, alert etc. AV scanning shall also be available per Application to include or exclude Applications.
52.	16.3.2.	Form TQ2: Compliance to Technical Specification 11. Next Generation Firewall (NGFW)	S. No. 8. 4 Should support Zero day prevention. Shall have protection for at least 20000 IPS signatures and integrate with Snort and Suricata integration.	Should support Zero day prevention. Shall have protection for at least 14000 or more IPS signatures and integrate with Snort and Suricata integration.

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53.	16.3.2.	Form TQ2: Compliance to Technical Specification 12. Server	S.No 09: Server should support one of the below controllers, must support Mixed Mode which combines RAID and HBA mode operation simultaneously	Server should support one of the below controllers, must support Mixed Mode which combines RAID and HBA mode operation simultaneously or Server should support the controller supporting multiple RAID types.
54.	16.3.2.	Form TQ2: Compliance to Technical Specification 12. Server	S.No 11: USB 3.0 support With Up to 5 total: 1 front, 2 rear, 2 internal (secure)	USB 3.0 support With Up to 5 total
55.	16.3.2.	Form TQ2: Compliance to Technical Specification 12. Server	S.No 16: Common Criteria certification	clause deleted
56.	16.3.2.	Form TQ2: Compliance to Technical Specification 12. Server - Firmware Security	S.No 20: 1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable	For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable or equivalent OEM technology to facilitate this without compromising the functionalities.
57.	16.3.2.	Form TQ2: Compliance to Technical Specification 12. Server - Firmware Security	S.No 20: 2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware	Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory-tested secured firmware with automatic recovery and requirement of any 3rd party Hardware/Software
58.	16.3.2.	Form TQ2: Compliance to Technical Specification 7 & 13. High End Workstation	S.No 02: Processor: Intel, Dual Processor each with 24 cores 2.5Ghz or higher, x86_64	Processor: Intel, Dual Processor each with 24 cores 2.5Ghz or higher, x86_64 OR Intel, 48 and above core with single processor, 1.9 Ghz or higher, x86_64
59.	6.2.1.	Table 5. Similar work Order	Experience of having successful completed supply and installation of IT hardware items comprising of at least supply of	Experience of having successful completed supply and installation of IT hardware items comprising of at least supply of (a) Workstation/ Server and (b) Enterprise

SI	Section No	Section Name	Statement as per RFP	Amended Clause
			workstation, Server and Enterprise Storage during last three years, reckoned from the last date of original bid submission, as per either of the following: 1. Three similar project completed /Ongoing of the estimated cost ₹ 3 Cr. Each OR 2. Two similar project completed /Ongoing of the estimated cost ₹ 4 Cr. Each OR 3. One similar project completed /Ongoing of the estimated cost of ₹ 6 cr.	Storage during last three years, reckoned from the last date of original bid submission, as per either of the following: 1. Three similar project completed /Ongoing of the estimated cost ₹ 3 Cr. Each OR 2. Two similar project completed /Ongoing of the estimated cost ₹ 4 Cr. Each OR 3. One similar project completed /Ongoing of the estimated cost of ₹ 6 cr. <b>Note:</b> All amounts are exclusive of all applicable taxes.
60.	5.4.2	Table 2: Proposal Sections	Scanned copy to be uploaded on GeM portal (for all 3 documents) and original documents to reach Purchaser before the last date of submission of the bid.	Scanned copy to be uploaded on GeM portal (for all 3 documents)
61.	5.4.2	Table 3: Bid Submission Format	Scanned copy to be uploaded on GeM portal (for all 3 documents) and original documents to reach Purchaser before the last date of submission of the bid.	Scanned copy to be uploaded on GeM portal (for all 3 documents)

#Note:

- Bidders are advised to read the entire bid document carefully, including the amended clauses, before responding to RFP.
- All other terms & conditions remain unchanged.

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# Directorate General of Hydrocarbons

(Under Ministry of Petroleum & Natural Gas (MoPNG)

Government of India (GoI)

Amended (Version 1)

**Request for Proposal**

**For**

**Selection of System Integrator for providing On-Prem Hardware  
and Managed Support Services for DGH National Data Repository**

**TENDER no. GEM/2024/B/4685406**

**OIDB Bhawan,  
Plot No 2, Sector 73,  
Noida - 201301**

## DISCLAIMER

The information contained in this Request for Proposal (RFP) document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their pre-qualification, Technical and financial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the DGH in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the DGH, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in the RFP may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DGH accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The DGH, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The DGH also accepts 'no liability' of any nature, whether resulting from negligence or otherwise whatsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

The DGH may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the DGH is bound to select or appoint a Bidder for the Project and the DGH reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.



The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DGH, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the DGH shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## 1. Abbreviations & Definitions

### 1.1. Abbreviations

For the purpose of this RFP, the following table gives the terminologies used and the reference to/ definition of these terminologies.

Sl	Terminology	Reference to/Definition
1.	<b>BOM</b>	Bill of Material
2.	<b>BC</b>	Business Continuity
3.	<b>BOQ</b>	Bill of Quantity same as BOM
4.	<b>Cr.</b>	Crores
5.	<b>DC</b>	Data Centre
6.	<b>DGH</b>	Directorate General of Hydrocarbons
7.	<b>DIC</b>	Digital India Corporation
8.	<b>DR</b>	Disaster Recovery
9.	<b>DSC</b>	Digital Signature Certificates
10.	<b>EMD</b>	Earnest Money Deposit
11.	<b>E&amp;P</b>	Exploration and Production
12.	<b>FAT</b>	Final Acceptance Test
13.	<b>GoI</b>	Government of India
14.	<b>GST</b>	Goods and Service Tax
15.	<b>HoD</b>	Head of Department
16.	<b>HQ</b>	Head Quarters
17.	<b>HW</b>	Hardware
18.	<b>INR</b>	Indian Rupee
19.	<b>ISP</b>	Internet Service Provider
20.	<b>ISO</b>	International Organization for Standardization
21.	<b>MeitY</b>	Ministry of Electronics and Information Technology
22.	<b>MoP&amp;NG</b>	Ministry of Petroleum and Natural Gas
23.	<b>NDR</b>	National Data Repository for Upstream Oil & Gas Sector.
24.	<b>NIC</b>	National Informatics Centre
25.	<b>NOC</b>	National Oil Company
26.	<b>OEM</b>	Original Equipment Manufacturer as defined in IFB
27.	<b>OIDB</b>	Oil Industry Development Board
28.	<b>O&amp;M</b>	Operations and Maintenance

29.	<b>OPEX</b>	Operational Expenditure
30.	<b>OSDU</b>	Open Sub surface Data Universe
31.	<b>PBG</b>	Performance Bank Guarantee
32.	<b>PDC</b>	Primary Data Centre
33.	<b>PSU</b>	Public Sector Undertaking
34.	<b>QA/QC</b>	Quality Assurance / Quality Control
35.	<b>QOS</b>	Quality of Services
36.	<b>RFP</b>	Request for Proposal
37.	<b>RMS</b>	Root Mean Square
38.	<b>SDC</b>	Secondary Data Centre
39.	<b>SLA</b>	Service Level Agreement
40.	<b>SOW</b>	Scope of Work
41.	<b>SW</b>	Software
42.	<b>TAC</b>	Technical Assistance Centre
43.	<b>TCV</b>	Total Contract Value
44.	<b>TPA</b>	Third Party Agency
45.	<b>UI</b>	User interface

***Table 1: Abbreviations***



## 1.2. Definitions

The definitions of various terms that have been used as part of this RFP are as follows:

1. **“Adverse Effect”** means material adverse effect on
  - (a) the ability of the selected bidder to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
  - (b) the legal validity, binding nature, or enforceability of this Agreement.
2. **“Agreement”** means Master Services Agreement along with Service Level Agreement and Non-Disclosure Agreement.
3. **“Approval”** as it relates, means written approval of DGH
4. **“Authorized Representative / Competent Authority”** shall mean any person authorized by either of the parties i.e., Bidder and Purchaser.
5. **“Bidder”** means a registered Company offering the solution(s), services and/or materials in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful Bidder, also called "Agency" or “Vendor” or “selected bidder”, on whom purchaser places Work Order for Delivery of services.
6. **“Certificate of Completion”** means certificate issued by DGH to the Bidder/Contractor stating that the jobs/works assigned has been successfully completed by the Bidder/Contractor as per scope of work covered in the contract document.
7. **“Contract”** shall mean the Work Order placed by purchaser on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
8. **“Contractor”**: The eligible Contractor that will carry out all works as part of build, populate and operate the NDR 2.0 at DGH, pursuant to this tender and the acceptance of eventual Contract.
9. **“Contract Duration”** shall have the same meaning as Contract Period
10. **“Control”** means, in relation to any business entity, the power of a person to secure
  - (a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or
  - (b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person’s wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership
11. **“Date of Commencement of Work”** means the date on which the initial mobilisation is completed in all respects and Bidder/ Contractor is ready to commence Work as per the contract provision (Certified by the purchaser’s representative).

12. **"Default Notice"** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
13. **"DGH Representative"** means representative from DGH, NDR
14. **"DR Centre/Secondary Data Centre"** refers to the Disaster Recovery Centre for National Data Repository (NDR 2.0).
15. **"Existing National Data Repository (NDR 1.0)"** refers to the data management setup of M/s Halliburton which is currently functional at DGH.
16. **"E&P Data Repository"** shall mean a National or Corporate Data Repository for Exploration & Production data.
17. **"Financial Year (FY)"** period from 1st of April till 31st of March of subsequent year.
18. **"Initial Contract Period"** shall mean the Initial period for which the contract is awarded, excluding any optional extensions.
19. **"IT Services"** include Software (Mobile and Web) development, Testing, DevOps, NOC & SOC Operations, Infra, Application Monitoring and Helpdesk/ Support Services
20. **"Law"** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order, or instruction having the force of law enacted or issued by the Central Government and/ or the State Government or regulatory authority or political subdivision of government agency.
21. **"LoI"** means Letter of Intent, which shall constitute the intention of the purchaser to place the Purchase/Work Order with the successful bidder.
22. **"Material Breach"** means a breach by the selected bidder of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.
23. **"National data repository (NDR)"** A National Hydrocarbon Exploration & Production data bank of a Country.
24. **"New National Data Repository (NDR 2.0)"** refers to the new complete data management setup required as per Scope of Work of this Tender document.
25. **"Parties"** means Purchaser and selected bidder for the purposes of this Agreement and "Party" shall be interpreted accordingly.
26. **"Proposal / Bid"** means the Pre-Qualification, Technical and Financial bids submitted for this project against this RFP.
27. **"Purchaser"** shall mean Directorate General of Hydrocarbons.
28. **"Purchaser Data"** means all proprietary data of DGH NDR, or its nominated agencies generated out of operations and transactions, documents all taxpayer's data and related information including but not restricted to user data which the selected bidder obtains, possesses, or processes in the context of providing the Services to the users pursuant to this agreement.
29. **"RFP"** shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by DGH in respect of the RFP.

30. **"Services"** means the services delivered to the Stakeholders of Purchaser or its nominated agencies, employees of Purchaser or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed, and operated by the selected bidder including the tools of information and communications technology.
31. **"Selected/Successful Bidder"** means who is winning the bid post passing all evaluations criteria mentioned in the below RFP.
32. **"Site"** shall mean the location(s) for which the work has been allotted and where the services are to be delivered.
33. **"Specifications"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents.
34. **"Stakeholders"** means Purchaser or its nominated agencies, citizens, employees etc.
35. **"Termination Notice"** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
36. Wherever applicable **BOM, SOR, BOQ, Schedule of Rates** or **Price Schedule** shall have the same meaning.

## **2. Invitation to Bid**

Directorate General of Hydrocarbons invites responses (“Proposals”/ “Bids”) to this Request for Proposal (“RFP”) from eligible Bidders for “Selection of System Integrator for providing On-Prem Hardware and Managed Support Services for DGH National Data Repository”

Interested bidders are advised to study this RFP carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

Interested bidders may visit GeM portal at <https://gem.gov.in>, and <https://dghindia.gov.in>, <https://dic.gov.in> for RFP.

Any subsequent corrigendum/clarifications shall also be made available on URL. Proposals must be received not later than time and date mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

Bidder shall be selected under procedures described in this RFP.

Bidders may send their pre-bid queries in the format and time as specified in this RFP.

### 3. Fact Sheet

Sl	Key Information	Details
1	Assignment Title	Selection of System Integrator for providing On-Prem Hardware and Managed Support Services
2	Purchaser	DGH
3	Delivery Location	DGH, Noida and DGH, Bhubaneswar
4	Term	Please refer Para 14 of the RFP document
5	Date of Publish	As specified in GeM Bid Document
6	Last Date of Submission of Pre-bid Queries	<b>14.03.2024</b> Send queries to: < <a href="mailto:sristi.jallan@dghindia.gov.in">sristi.jallan@dghindia.gov.in</a> > <b>cc: <a href="mailto:hodmm@dghindia.gov.in">hodmm@dghindia.gov.in</a></b> As per <a href="#">Section 16.1.1 (Template 1: Format for Pre-Bid Query submission)</a>
7	Final submission	As specified in GeM Bid Document
8	Technical Presentation	To be informed later
9	Address for Communication	Directorate General of Hydrocarbons (DGH) OIDB Bhawan, Plot No 2, Sector 73, Noida - 201301 e-mail – <a href="mailto:hodmm@dghindia.gov.in">hodmm@dghindia.gov.in</a>

## 4. Project Background

### 4.1. About DGH National Data Repository

The Directorate General of Hydrocarbons (DGH) was established in 1993 under the administrative control of Ministry of Petroleum & Natural Gas through Government of India Resolution. Objectives of DGH are to promote sound management of the oil and natural gas resources having a balanced regard for environment, safety, technological and economic aspects of the petroleum activity.

Out of the several responsibilities with which DGH has been entrusted with, the management of the National E&P data is one of them. E&P data, the ownership of which lies with the Government of India, is a national asset. As per the Petroleum and Natural Gas (Amendment) rules 2006, every E&P operator in India is obliged to provide free of cost all data earlier obtained or to be obtained as a result of petroleum operations in the country to the Central Govt. or its designated agency. The E&P data policy as issued by MoP&NG in 2017 further stipulates the framework for Data assimilation, disclosure, sharing, accessibility & Dissemination through National Data Repository (NDR). The policy has identified DGH as the agency for the submission of such data.

**NDR (National Data Repository) :** A huge volume of data acquired by Public & Private companies/operators and other agencies/contractors over more than several decades of E&P activities was hitherto lying scattered at different work centres of ONGC, OIL, and DGH or held by the respective operating companies. This necessitated creating at the national level an establishment capable of assimilating, preserving, and disseminating a vast amount of data that could be organized and regulated for use in future exploration & development activities, besides being of use for R&D by educational Institutions/Govt bodies. With this objective, Govt. of India by an order dated 28.02.2014 initiated the formation of the National Data Repository (NDR) under the aegis of the Directorate General of Hydrocarbons (DGH) in Noida.

The contract to setup the National Data Repository (NDR) was awarded in March 2014 and after initial setup and data loading, the NDR was formally launched to the public on 28th June 2017. Presently, the Primary Data Centre of the National Data Repository is operational from 5<sup>th</sup> Floor, OI DB Building, Sector – 73, NOIDA, Uttar Pradesh- 201301, India with its Disaster Recovery Centre being located at STPI, Gothapatna, P.O Malipada, Bhubaneswar, Odisha, India. The NDR digital platform provides reliable exploration and production data with seamless access and online data management. It is a one-stop solution for all the E&P data requirements.

DGH has engaged Digital India Corporation (DIC) as the Project Management Consultant (PMC) for the “Upgradation of National Data Repository of DGH”.

Digital India Corporation (DIC) leads and guides in realizing the vision, objectives, and goals of the Digital India program. It provides the strategic support to Ministries/Departments of Centre/States for carrying forward the mission of Digital India by way of Capacity Building for e-Governance projects, promoting best practices, encouraging Public-Private Partnerships (PPP), nurturing innovation and technology in various domains. To ensure autonomy and viability of the organisation in the long run, DIC, will also collaborate and mobilise partnerships with the industry, to evolve revenue-based models for service delivery.

To undertake these functions, Digital India Corporation will attract talent and resources both from government and market. The judicious mix of talent will ensure that Government is equipped with a broad spectrum of resources for successful design of Digital India related projects

The division has created a niche for itself in taking the technologies from lab to land and “IT for Masses”. The division has strength and 16+ years of experience in understanding the needs of the field, conceptualization, project formation, development & deployment of technologies / products & services The division has demonstrated decent capabilities in identifying the potential of certain technologies reasonably early. The technologies, developed by the division, have received a lot of recognition as evident from numerous National & International awards it has received

#### **4.2. Purpose of the Bid**

This Bid document is being floated for selection of System Integrator for providing On-Prem IT Hardware and Managed Support Services for the DGH National Data Repository at Noida and DGH, Bhubaneswar as part of the upgradation of existing on-premises hardware of National Data Repository (NDR 1.0).

## **5. Instructions to Bidders**

### **5.1. General**

1. The interested service providers have to submit the tender through GeM portal.
2. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, selected bidders must form their own conclusions about the solution needed to meet the requirements specified in the RFP.
3. The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the selected bidder will be treated as contractually binding on the bidder.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Purchaser. Purchaser may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of Purchaser.
5. This RFP document is non-transferable.
6. The RFP should not be used to market the bidder's product or services.
7. This RFP supersedes and replaces any previous public documentation & communications and Bidders should place no reliance on such communications.

### **5.2. Compliant Proposals / Completeness of Response**

1. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - (a) Include all documentation specified in this RFP
  - (b) Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - (c) Comply with all requirements as set out within this RFP.

### **5.3. Pre-Bid Queries & Clarifications**

#### **5.3.1. Pre-bid queries**

1. The Bidders will have to ensure that their pre-bid queries should reach the email ID of the purchaser on or before the Date & time as mentioned in **Fact Sheet, Section 3** of this document.
2. Any requests for clarifications after the indicated date and time may not be entertained by the purchaser.



3. The queries should necessarily be submitted in the format mentioned in [Section 16.1.1 \(Template 1: Format for Pre-Bid Query submission\)](#)

#### **5.3.2. Responses to Pre-Bid Queries**

1. The purchaser will endeavour to provide a timely response to all queries. However, purchaser makes NO representation or warranty as to the completeness or accuracy of any response; nor does purchaser undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be published on the GeM portal and DGH/DIC Portal.
2. At any time prior to the last date for receipt of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
3. The Corrigendum (if any) and clarifications to the queries from all bidders will be posted on the GeM portal and DGH/DIC Portal.
4. Any such corrigendum shall be deemed to be incorporated into this RFP.
5. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the purchaser may, at its discretion, extend the last date for the receipt of Proposals.

#### **5.4. Key Requirements of the Bid**

##### **5.4.1. Right to Terminate the Process**

1. The Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by the purchaser. The bidder's participation in this process may or may not result in the purchaser selecting the bidder to engage towards execution of the contract.

##### **5.4.2. Submission of Proposals**

1. A Two bid system will be followed for this RFP with L-1 bidder Selection system. The bid to be submitted by bidders on GeM portal are:
  - (a) Pre-Qualification (PQ) & Technical Bid and
  - (b) Financial Bid
2. The bid response of the Bidder is to be submitted and uploaded on GeM Portal against this RFP.

3. The bids are to be submitted electronically on GeM portal on or before the last date of proposal submission. Bids received in any other form will NOT be accepted and may lead to rejection of the bid.
4. This RFP process will be administered through the GeM portal. The bidders are required to submit soft copies of their bids electronically on the GeM portal. The bidders are required to enrol on the GeM portal.
5. The Bidder should consider any Corrigendum to this RFP document that may have been published before submitting their Proposals.
6. The Proposal is to be submitted on GeM portal as mentioned below-

***Table 2: Proposal Sections***

Sl.	Bid covers	Bid submission
1	Documents Required- <ul style="list-style-type: none"> <li>● Bid Security Declaration (<a href="#">Section 16.1.4</a>)</li> <li>● Authorisation for signing the Bid</li> <li>● Integrity Pact</li> </ul>	Scanned copy to be uploaded on GeM portal (for all 3 documents)
2	Pre-qualification (PQ) & Technical bid	To be uploaded on GeM portal
3	Financial bid including breakup as per the price schedule	To be uploaded on GeM portal

7. The contents of the bids should be as under-

**Table 3: Bid Submission Format**

Sl.	Document Name	Contents	Submission on GeM Portal
1	Bid Security Declaration, Authorisation for signing the Bid and Integrity Pact	Scanned copy to be uploaded on GeM portal (for all 3 documents)	Yes
2	Pre-qualification (PQ) & Technical bid	<ul style="list-style-type: none"> <li>a) Covering Letter, <a href="#">Section 16.4.1: Form CP 1</a></li> <li>b) Pre-Qualification Proposal as per <a href="#">Section 6.2.1: Pre-Qualification Criteria</a> along with the required supporting documents/forms specified at <a href="#">Annexure II: Pre-Qualification Proposal Format</a>.</li> <li>c) Technical Proposal as per <a href="#">Section 6.2.2: Technical Evaluation Criteria</a> along with the required supporting documents/forms specified at <a href="#">Annexure III (Technical Qualification Proposal Format)</a>.</li> <li>d) Duly signed Commercial Proposal Format (Bill of Material) <b>with offered price fields left blank</b>, <a href="#">Section 16.4.2</a></li> <li>e) Non-Disclosure Agreement (NDA), <a href="#">Section 16.1.3: Template 3</a></li> <li>a) Undertaking (no conflict of interest), <a href="#">Section 16.1.5: Template 5</a></li> <li>b) Undertaking by Bidder, <a href="#">Section 16.1.8: Template 8</a></li> <li>c) Checklist of all documents submitted</li> </ul>	Yes
4	Financial bid	<ul style="list-style-type: none"> <li>a) Commercial Proposal as per the required supporting documents/forms specified at <a href="#">Annexure IV: Commercial Proposal (CP) format</a></li> <li>b) Check list of all documents submitted</li> </ul>	Yes

Note:

1. Please note that prices must not be indicated in the Pre-qualification & Technical bid and must only be mentioned in the Financial bid. If Bidder mentions the price in its Pre-qualification & Technical bid then the bids of such bidders will be summarily rejected by Purchaser.
2. The Pre-qualification & Technical bid should be complete documents and should be in single PDF documents. All the pages of the bid must be indexed properly as per the requirement in RFP and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats/template given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of the Purchaser.
3. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
4. The Bidder should try to submit the proposal well before the last date to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
5. Each document submitted by the bidder such as Pre-qualification & Technical Proposal and Commercial proposals must be duly signed by the authorized signatory as per [Section 5.6 - Authorized Signatory and Authentication of Bids](#)

## **5.5. Preparation and Submission of Proposal**

### **5.5.1. Proposal Preparation Costs**

1. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
2. Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **5.5.2. Language**

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, the bid will be summarily rejected.

### **5.5.3. Late Bids**

1. Bids received after the due date and the specified time, for any reason whatsoever, shall not be entertained.
2. The bids submitted by any other mode except GeM portal will not be accepted.
3. Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
4. Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### **5.5.4. Bid Security/ Earnest Money Deposit**

The Bidders shall submit, along with their bids, a Bid security declaration as per the format specified in [Section 16.1.4 \(Template-4: Bid Security Declaration\)](#) of this RFP and shall be liable as per the declaration.

### **5.5.5. Bid Validity**

Bids must remain valid up to **180 (One Hundred & Eighty) days** from the last date of submission of the Bids. Purchaser may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests.

### **5.6. Authorized Signatory and Authentication of Bids**

The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer (Owner/MD/Director/Company Secretary) or the duly Authorized Representative of the Bidder, in which case the Bidder shall submit an authorisation letter authorizing the person to be the authorized signatory or a copy of board resolution. The authorisation letter /board resolution of the Bidder must be submitted along with the proposal.

### **5.7. Right to the Content of Proposal**

All bids and accompanying documentation of the bid proposal will become the property of Purchaser and will not be returned after opening of the bid proposals. Purchaser is not restricted in its rights to use or disclose any or all the information contained in the proposal and can do so without compensation to the bidders. Purchaser shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

### **5.8. Disqualification**

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case

the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal.
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid.
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in an incomplete form.
5. The Proposal is received after the due date and time.
6. The Proposal is not accompanied by all the requisite documents and prescribed format.
7. The Proposal is submitted without the bid security declaration as per the format specified in the RFP.
8. The information submitted in the proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
9. The commercial proposal is enclosed within the technical or any other proposal or vice-versa.
10. It comes to Purchaser's knowledge, either expressly or implied, that some bidders may have colluded in any manner, whatsoever, or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by the purchaser.

#### **5.9. Confidentiality**

Information relating to the examination, clarification and any other purpose of the RFP shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its proposal.

#### **5.10. Purchaser's right to accept/reject any or all proposals**

Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process /Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to assign a reason thereof or inform the affected Bidder(s) of the grounds for Purchaser action.

### **5.11. Consortiums**

Consortium are not allowed to participate in the bid.

## **6. Evaluation Process and Criteria**

### **6.1. Evaluation Process**

After the due date of bid submission, Purchaser shall open each of the bid proposals of bidders on GeM Portal. For the purpose of bid opening and proposal evaluation Purchaser may constitute an 'Evaluation Committee', which shall evaluate bidders' proposals and may recommend the final bidder for offering the contract. Various phases related to bid evaluation process are outlined as under:

#### **6.1.1. Pre-Qualification & Technical Evaluation**

1. Purchaser shall open all documents mentioned in **Section 6.2 (Evaluation Criteria)**. In case the Bidder does not meet any one of the applicable conditions, the bid will be disqualified.
2. The Pre-Qualification (PQ) proposal MUST contain all the documents mentioned in the RFP. Each of the applicable Pre- Qualification conditions mentioned in **Section 6.2.1 (Pre-Qualification Criteria)** is MANDATORY. In case the Bidder does not meet any one of the applicable conditions, the bid will be disqualified.
3. The bidder must submit the requisite documents, in the proper format, as listed in **Section 16.2.5 Form PQ5** for Pre-Qualification and **Section 16.3.4 Form TQ4** for Technical qualification.
4. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and **Section 6.2.1 (Pre-Qualification Criteria)**. A checklist must be created with proper page-wise indexing of all supporting documents.
5. The bidder's technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in **Section 6.2.2 (Technical Evaluation Criteria)**.
6. Purchaser shall evaluate the technical proposals of the bidders to determine whether the technical proposals are substantially responsive. Bidder's Proposals that are not substantially responsive are liable to be disqualified by Purchaser.

#### **6.1.2. Commercial Evaluation**

1. The Financial Bids of only the qualified bidders (qualified in Pre- Qualification & Technical proposal evaluation) will be opened by the EC (Evaluation Committee – constituted by Purchaser) on GeM.

2. If a Bidder quotes NIL charges / consideration for the bid, the bid shall be treated as unresponsive and will not be considered.
3. Any conditional bid would be rejected.
4. Only bids as per **Section 16.4 Commercial Proposal Format** will be considered for the commercial evaluation. Quantities (Estimated Units) and items/services as mentioned are primarily for the purpose of financial evaluation of the bids. There is no commitment from Purchaser regarding the minimum guaranteed quantity.
5. **In the Financial bid, Section 16.4.2 Commercial Proposal Format (Bill of Materials), the 'Sub Total of Warranty, AMC & Support Services (Inclusive of GST) (B)' of Table 18 (Commercial Proposal), should not be less than 30% of the 'Sub Total of Supply Items (Inclusive of GST) (A)' of Table 18 (Commercial Proposal). Any bid not complying with this would be liable for rejection.**
6. The bid price shall include all taxes, duties and levies and shall be in Indian Rupees only, bids in other currency is liable to be rejected.
7. If the bidder doesn't quote for any of the items of the BoM, the bid will be disqualified.

## 6.2. Evaluation Criteria

The overall objective of this evaluation process is to select the capable and qualified bidder for "Selection of System Integrator for providing On-Prem Hardware and Managed Support Services for DGH National Data Repository"

1. Purchaser shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of the Purchaser in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser.
2. Purchaser reserve the right to validate the claims made by the bidder during the evaluation process and may further disqualify based on the findings.
3. Purchasers may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or confirmations on their proposals during the evaluation process.
4. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. The Evaluation Committee (EC) constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP.
5. Purchaser reserves the right to check / validate the authenticity of the information provided in the Pre-qualification criteria, Technical and Commercial Evaluation and the requisite support must be provided by the Bidder.
6. The below mentioned Pre-Qualification Criteria are applicable to all bidders



#### 6.2.1. Pre-Qualification Criteria (PQC)

1. Pre-Qualification Proposal will be evaluated first as per the criteria mentioned in this section and only those bidders who qualify the requirements will be eligible for the next set of Technical Proposal evaluation. **Commercial Proposal of Bidders, who do not meet the Pre-Qualification criteria (PQC) and Technical Qualification criteria (TQC), will not be opened.**
2. Bid should be complete in all aspects covering entire scope of work and should completely fulfil the technical specifications indicated in the bid document. Incomplete and non-conforming bids will be rejected outright.
3. The purchaser will evaluate the **Pre-Qualification** requirement based on the Pre-Qualification Qualification criteria (PQC) **Table 5** and the supporting documents/forms as per **Section 16.2 (Annexure II (Pre-Qualification proposal Qualification Proposal Format))**.
4. Definitions of key terms relating to pre-qualification criteria are given below-

Term	Definition
Net worth (Consolidated)	As defined in Indian companies act 2013
Turnover	As defined in Indian companies act 2013
Financial Year	The 12-month period commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Auditor	Auditor shall mean the Statutory Auditor of a company/bidder.

**Table 4: Terms Definition**

5. **Local Content** : Only Class-I and Class-II Local suppliers as per MII (Preference to Make in India), Order 2017 issued by DPIIT, as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific goods/products, if any, will be eligible to bid. In this regard, the authorized signatory of bidder shall submit an undertaking along with the bid stating that the bidder meets the mandatory minimum local content (LC) requirement and such undertaking shall become part of the contract.
6. Each of the applicable Pre- Qualification conditions mentioned **Table 5 (Pre-Qualification Criteria - PQC)** of this section is MANDATORY. In case the Bidder does not meet any one of the applicable conditions, the bid will be disqualified.

**Table 5: Pre-Qualification Criteria (PQC)**

Sl	Requirements	Requirements	Compliance (Yes/No)	Evidence to be submitted~
1.	Legal Entity	<p>Bidder must be a Legal Entity i.e.</p> <p>1) A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013/ Partnerships Firm registered under the Limited Liability Partnerships or Partnership Act</p> <p>2) Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status</p>		<p>Certified by Authorized Signatory:</p> <p>1. Copy of Certificate of Incorporation/ Registration</p> <p>2. Copy of registration Certificates with the GST &amp; IT (PAN) Authorities</p>
2.	Experience	<p>Experience of having successful completed supply and installation of IT hardware items comprising of at least supply of (a) Workstation/ Server and (b) Enterprise Storage during last three years, reckoned from the last date of original bid submission, as per either of the following:</p> <p>Three similar project completed /Ongoing of the estimated cost ₹ 3 Cr. Each</p> <p>OR</p> <p>Two similar project completed /Ongoing of the estimated cost ₹ 4 Cr. Each</p> <p>OR</p> <p>One similar project completed /Ongoing of the estimated cost of ₹ 6 cr.</p> <p>Note: All amounts are exclusive of all applicable taxes.</p>		<p>The certificate of experience should be issued by customer to the bidder by an authorized signatory of the concerned company on the company's letter head and the same should be submitted along with the bid. The experience certificate should clearly indicate the details of successfully completed work(s), contract agreement number with date, date of work completion and amount/ value of successfully completed work.</p>

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Sl	Requirements	Requirements	Compliance (Yes/No)	Evidence to be submitted~
				Ongoing work would also qualify if the value of the work completed till the specified date is as per the requirement specified herein.
3.	Turnover	The Bidder should have average annual turnover of more than INR 3 Cr. from the IT hardware / Services for last 3 Financial years (i.e. FY 20-21, FY 2021-22 and FY 22-23).		A Certificate issued by the Statutory Auditor should be submitted mentioning turnover from IT hardware / Services along with copies of Audited financial statements for the FYs.
4.	Net worth	The bidder should have positive Net worth for the preceding 3 Financial years, reckoned from the last date of original bid submission		A Certificate issued by the Statutory Auditor certifying the Annual Turnover and Net worth (Form PQ2).
5.	Blacklisting	Bidder and the proposed OEMs have not been blacklisted during the last 5 years, reckoned from the last date of original bid submission.		Submit an undertaking (Form PQ3) by an authorized official of the bidder that, the Bidder and the offered OEMs have not been blacklisted during the last 5 years, reckoned from the last date of original bid submission.
6.	OEM Support	Commitment from OEM(s) to support the product(s) as per contractual terms, in the event of the bidder defaulting to fulfil his obligations to support the product during the contract period as per the Terms of the contract.		Undertaking(s) from product OEM(s) as per Form PQ4) needs to be submitted.

SI	Requirements	Requirements	Compliance (Yes/No)	Evidence to be submitted~
		Clause not applicable in case OEM bids directly.		
7.	Manufacturer's Authorization Form (MAF)	The bidder shall submit copies of bid specific Manufacturers Authorization Form (MAF) for the supplied items [Thin clients, High end Workstation, Server, Storage, Networking Device (L2& L3 Switch and firewall), A0 Plotter, A0 Scanner, Printer], including AMC support over the entire contract period, including extensions		Copies of Bid specific Manufacturers Authorization Form (MAF) from OEMs as per Sr. 7 including AMC support over the entire contract period, including extensions

1. Purchaser reserve the right to validate the claims made in the PQ by the bidder during the technical evaluation and may further disqualify based on the findings.
2. The bidder must fulfil Pre-Qualification criterion to qualify for next stage. The Bidder, not meeting any of the pre-qualification criteria, will be disqualified.

#### 6.2.2. Technical Evaluation Criteria

1. Technical proposal will be evaluated for those bidders who meet the pre-qualification criteria (PQC).
2. The purchaser will evaluate the Technical Proposals based on the Technical Qualification criteria (TQC) and the supporting documents/forms as per [Section 16.3 \(Annexure III \(Technical Qualification Proposal Format\)\)](#).
3. Bid should be complete in all aspects covering entire scope of work and should completely fulfil the technical specifications indicated in the bid document. Incomplete and non-conforming bids will be rejected outright. To support the compliance, the bidder shall submit Copies of Bid specific Manufacturers Authorisation Forms (MAFs) from the proposed OEMs, for supply and AMC covering the entire contract period (including extensions, if any), along with technical catalogues/ literatures (wherever applicable).
4. Purchaser will evaluate the Technical Proposals of the bidders to determine whether the Technical Proposals are substantially responsive. Proposals of Bidders that are not substantially responsive are liable to be disqualified by Purchaser.

5. Each bidder, whose Technical Proposal is determined to be substantially responsive, would then be assigned technical score (referred as TS) based on the criteria set forth in the **Table 6: Technical Qualification Criteria (TQC)**.
6. Bidders who fulfil all the technical compliance and secure a minimum of 35 marks out of 50 marks in the Technical Qualification Criteria (TQC) would be declared as Technically qualified and shall qualify for financial / commercial evaluation

**Table 6: Technical Qualification Criteria (TQC)**

SI	Evaluation Criteria	Criteria	Marks (Max)
1	Turnover	Average turnover in last three financial years i.e for FY: 2020-21, 2021-22, 2022-23 in IT Hardware/ Services 1. More than ₹ 10 Cr.: 10 Marks 2. More than ₹ 5 Cr but <= ₹ 10 Cr: 5 Marks 3. ₹ 3 Cr to <= ₹ 5 Cr: 3 Marks	10
2	Support Team	The bidder has a team of support executives: 1. Support team of minimum 5 executives-3 Marks 2. Support Team of 5 -15 executives: 5 Marks 3. Support Team of more than 15 executives: 10 Marks (Certificate from the HR Head/Authorized Signatory of the Bidding Agency along with 6 months' salary slip (masked) with PF number or PF number and the deduction statement of each resource, should be submitted (DGH may verify the same if required))	10
3	OEM certification/Recognition	<b>The bidder is Authorized/Certified/by OEM:</b> 1. By 1 OEMs more than 3 years -5 Marks 2. By 2 OEMs more than 3 years: 8 Marks 3. By 3 or More OEMs more than 3 years: 10 Marks <b>(The bidder should submit the requisite and valid certificate from OEM)</b>	10
4	Approach & Methodology & Presentation	Understanding of the Scope of Work: <b>(5 Marks)</b> 2 Case Studies of previous deployment on multiple sites <b>(5 Marks)</b> Proposed Network Architecture <b>(5 Marks)</b>	15
5	Certification	Bidder Quality Certifications  CMMi Certification:  Level 3: <b>(1 mark)</b> or  Level 4: <b>(2 marks)</b> , or	5

		Level 5: <b>(3 marks)</b> and ISO Certification: ISO 9001 Certification: <b>(1 marks)</b> ISO/ IEC 27001 Certification: <b>(1 marks)</b>	
Total Marks			<b>50</b>

### 6.2.3. Commercial evaluation criteria

1. The Financial Bids of only technically qualified bidders will be opened. Bidders need to provide their Financial bid as per the format provided in the [RFP Section 16.4 Annexure IV: Commercial Proposal \(CP\) format](#)
2. In case only one bidder qualifies after the technical evaluation, Purchaser will have the right to select the single qualified bidder or cancel the RFP.
3. Only Financial bids, as per [Section 16.4 Commercial Proposal Format](#) bids, indicating total prices for all the deliverables and services specified in this bid document will be considered. The bid price shall include all taxes, duties and levies and shall be in Indian Rupees and mentioned separately.
4. **Restrictions on Procurement from a Bidder of a Country which shares Land Border with India:**

Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

- 4.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- 4.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 4.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - (a) An entity incorporated, established, or registered in such a country; or
  - (b) A subsidiary of an entity incorporated, established, or registered in such a country; or

- (c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**4.4** The beneficial owner for the purpose of Clause 4.3 above will be as under:

**4.4.1** In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

(a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company:

(b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

**4.4.2** In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

**4.4.3** In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

**4.4.4** Where no natural person is identified under (4.4.1) or (4.4.2) or (4.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

**4.4.5** In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**4.5** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- 4.6** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per [Section 16.1.8 \(Template 8: Undertaking by Bidder\)](#) in this respect to be submitted by the bidder.
5. Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.
  6. Any conditional bid would be rejected.
  7. Financial Bids that are not as per procedure and format provided in respective sections / clauses of the RFP shall be liable for rejection.
  8. Evaluation of bids: Evaluation will be made on the basis of FOR Destination i.e DGH Noida office and DGH, Bhubaneswar.
  9. If there is any discrepancy/calculation mistake between the unit price and Net amount, unit price will prevail, and Net Amount shall be corrected.
  10. The Bidder's Inter-se ranking shall be on the basis of the Total Evaluated Bid Price (L-1 Bidder). The Total Evaluated Bid Price as worked out as per aforesaid provision shall be considered based on the rates quoted by the bidder in the Schedule of Rates (SOR).
  11. In case bidder takes exception to any clause of the bid document, which is not covered under PQC criteria, then purchaser has the discretion to reject or load the offer on account of such exceptions if the bidder does not withdraw/modify the deviation when/as advised by purchaser. The loading so done by purchaser shall be final and binding on the bidders.

## **7. Service Level Requirements**

### **7.1. SLAs & Penalties**

The purpose of Pre-defined Service Level Agreement (SLA's) is to ensure quality and standards of operation and specify performance criteria that shall be adhered to by the selected bidder during the Contract period including extensions (if any).

### **7.2. Definitions applicable for SLA and Penalty:**

1. **Actual Uptime** means, the aggregate number of hours in the month during which the individual service is available for use by Purchaser
2. **Downtime** means, the aggregate number of hours in the month during which the individual service is unavailable for use by Purchaser.



### **7.3. Penalty for Service & Equipment Failure**

Penalties shall be calculated monthly on the basis of total Service failure as well as individual Equipment or Part failure. In case both are applicable for same duration, the higher one shall be charged. Penalties shall be deducted from the instalment of amount due for payment under this contract. In case penalties exceed the invoice amount, the bidder shall have to deposit the due penalty amount within 1 week from the date of issue of demand letter. In case the bidder does not deposit the penalty amount within stipulated time, purchaser reserves the right to recover the due amount as under:

1. From subsequent bills for AMC/FMS charges etc. or any other bill pertaining to this contract
2. From any other pending bills of the bidder with purchaser,
3. From PBG Bond furnished for this contract or any other contract by the bidder.

### **7.4. Support/Helpdesk Tool and SLA Management Tool**

The bidder shall use the common Helpdesk Tool and SLA Management tool, provided by the Application Contractor (selected through a separate Tender), for management of tickets and SLAs related to this tender for On-Prem IT Infrastructure. The bidder will be responsible for resolution of Tickets and adherence to set SLAs, which are covered under his scope of work.

### **7.5. Application of Penalty**

1. The Service Level Availability (SLA), which the bidder needs to fulfil is mentioned in [Table 7 Service Level Availability \(SLA\)](#).
2. Penalty shall be levied for not meeting each SLA.

### **7.6. Monthly Service Level Availability**

The Service Level Availability (SLA) requirement which needs to be complied to by the contractor is given in [Table 7 Service Level Availability \(SLA\)](#) below. The SLAs will be calculated on Monthly basis.

**Table 7: Service Level Availability (SLA)**

Sr. No	Criteria	Parameter (Monthly)	Penalty for not meeting the defined SLA
1	Failure of major IT Hardware (Both L3 switches or Storage)	Monthly uptime >= 98.5%	No Penalty
		Monthly uptime < 98.5% but >= 90%	(a) In cases where there are upto 2 service failures in a month = ₹ 50,000/- (fifty Thousand) per occurrence (b) In cases where there are more than 2 service failures in a month = ₹ 75,000/- (Seventy Five Thousand) per occurrence
		Monthly uptime Less than 90 %	100% of the total monthly AMC Value excluding GST
2	Any other IT Equipment failure (Other than that mentioned in Sr.No.1 )	Resolution of the failure in <= 36 Hours	No Penalty
		Resolution of the failure in > 36 Hours but < 7 days	Penalty against every incident/equipment failure will be = 2 % of the total monthly AMC Value excluding GST
		Resolution of failure more than 7 and upto 15 days	20% of the total monthly AMC Value excluding GST
		Resolution of failure beyond 15 days	100% of the total monthly AMC Value excluding GST
3	Unavailability of support resource	Availability of Competent support resource at DGH, Noida as per working schedule	For each day of unavailability of support resource at DGH, Noida, the penalty will be ₹ 4000 (Four thousand)

**Note:**

Resolution shall mean: Repair/Replace/Provide alternate

## 8. Liquidated Damages

Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization and/or completion of work within the stipulated period as mentioned in [Section 14 Project Timelines](#), the Contractor shall be liable to pay liquidated damages, as given below, reckoned from the date after expiry of the scheduled period till the date of actual completion.

**Table 8: Liquidity Damage**

SI.	Applicability	Timeline	Applicable LD
1	Delay in Completion of Installation, Configuration, Integration, Commissioning and successful On-Site Acceptance Test (OSAT) of the complete solution.	Within 180 days from issue of Go-Ahead from purchaser	At the rate of 0.5% of the Total Order value per week or part thereof of delay subject to maximum of 10% of the Total Order value.

Note:

- The total amount of liquidated damages on account of delay shall not exceed 10% of the total Order value, excluding GST.
- Recovery of liquidated damages by the purchaser from the SUPPLIER by forfeiting bid security shall be regarded as cancellation of the contract which had come into existence on the acceptance of the offer by purchaser.

## 9. Award of Contract

### 9.1. Award Criteria

Purchaser will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive as per the process outlined in above [Section 6 - Evaluation Process and Criteria](#) of this RFP.

### 9.2. Letter of Award

1. Prior to the expiration of the bid validity period, Purchaser will notify the successful bidder in writing or email through a letter of award.
2. The letter of award shall constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, purchaser will notify each unsuccessful bidder and return their EMD.
3. In case the tendering process / public procurement process has not been completed within the stipulated period, Purchaser may like to request the bidders to extend the validity period of the bid.

### **9.3. Contract Finalization**

1. The purchaser shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
2. The Purchaser may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change based on the rates defined in the financial proposal.

### **9.4. Performance Bank Guarantee (PBG)**

1. The Purchaser will require the successful bidder to provide Performance Bank Guarantee (PBG) of value equivalent to 3% of the total cost of work order within 15 days from the Notification of award issued to the concerned successful bidder which must be submitted as per the timelines, rules and regulations mentioned in the RFP.
2. The PBG should be valid for a period of 60 Days beyond the completion of the project including Extension/Warranty period.
3. In case the selected bidder fails to submit PBG within the time stipulated, the purchaser at its discretion may cancel the order placed on the selected bidder without giving any notice. Purchaser shall invoke the PBG in case the successful bidder fails to discharge their contractual obligations during the contract period or purchaser incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed contract.
4. The performance guarantee/security is to be submitted as per format indicated in [Section 16.1.2 \(Template 2: Format for Performance Bank Guarantee\)](#) of this RFP.
5. PBG can also be submitted in the form of FDR or A/C Payee Demand Draft or online transfer.
6. The PBG shall be recalculated on extension and the successful Bidder shall extend the same with new amount, as applicable.

### **9.5. Signing of Contract**

After the purchaser notifies the successful bidder that its proposal has been accepted, the purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between purchaser and the successful bidder.

## **10. Payment Terms**

1. 70% Payment against all supplied items will be payable after receipt of all the Items as per P.O and after due verification with the Scope of Supply and terms and

conditions of purchaser's supply order including Installation and commissioning of the complete system and successful OSAT.

2. Payment against (a) BoM item "Onsite Warranty and Post Warranty comprehensive AMC" and (b) 30% Balance payment against supply items, will be payable in equal quarterly instalments over the contract period of 5 years (i.e 4 Qtr/year x 5 Years = 20 instalments), the contractor shall accordingly, raise quarterly invoice for the same.
3. The materials upon receipt will be jointly visually inspected by Bidder and purchaser. If any hardware/software material, received at the specified delivery locations of DGH i.e Noida/Bhubaneswar, is found to be in physically damaged condition and/or is found to have water ingress, then the same will be considered as dead on arrival and shall need to be replaced by the Bidder in order for delivery of materials to be considered complete for release of payment
4. Payments shall be made after deducting penalties, if any, and subject to verification of the supporting documents.
5. TDS shall be deducted as per the Government of India norm
6. The Contractor's GST Invoice shall be submitted along with the following:
  - (a) Contractor's Calculation Sheet for items supplied, jointly signed by Contractor and Purchaser.
  - (b) On-Site Acceptance Test Certificate (OSAT), jointly signed by Contractor and Purchaser.
  - (c) Contractor's routine AMC service maintenance Sheet jointly signed by Contractor and Purchaser (required in case of billing for AMC charges).
  - (d) Contractor's Calculation Sheet for SLA penalties including detailed SLA Report, jointly signed by Contractor and Purchaser.
  - (e) Contractor's Calculation Sheet for recoveries on account of Liquidated Damages on account of delay.
7. The contractor shall be entirely responsible for all taxes, duties, license fees etc., incurred in delivery of services to the Purchaser.
8. In case any extra payment for taxes is made to the contractor, it will be adjusted in the subsequent payments to the contractor by the Purchaser.
9. All payments due by Purchaser to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.
10. Subject to accomplishment of obligation of selected bidder and delivery of the solutions, deliverables, and services under this Agreement to the satisfaction of the Purchaser, the payment shall normally be made by the Purchaser within 30 (thirty) days from receipt of due, valid, correct, and undisputed invoice along with the supporting documents, provided the invoice is submitted in the timely manner.
11. Purchaser shall within 30 days of receipt of the GST Invoice(s) notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment

shall be made of any undisputed portion within 45 days. This will not prejudice Purchaser's right to question the validity of the payment at a later date as envisaged.

12. The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the selected bidder where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. Any exercise by the Purchaser under this Clause shall not entitle the selected bidder to delay or withhold provisioning of the Services.
13. Contractor warrants that notwithstanding changes made to the scope of work by Purchaser, the totality of the items in the price schedules (in the quantities specified) are necessary and sufficient to deliver the Scope of Work, in accordance with the technical specifications as provided.
14. Purchaser shall pay to Contractor, during the term of the contract, the amount due and calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Purchaser unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
15. Payment of any item shall not prejudice the rights of Purchaser to question the validity of any charges therein, provided Purchaser within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Purchaser questions.
16. The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
17. Contractor shall maintain complete and correct records of all information on which Contractor's Invoice(s) are based, till completion of the Project period. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

**18. With-Holding of Payment**

- (a) Purchaser may withhold or nullify the whole or any part of the amount of payment due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Purchaser from loss on account of: -
  - (i) For non-completion of jobs assigned as per the terms of the contract.
  - (ii) Contractor's indebtedness arising out of execution of this Contract.
  - (iii) Defective work not remedied by Contractor.
  - (iv) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

- (v) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
  - (vi) Damage to another Contractor or Purchaser.
  - (vii) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- (b) With-holding will also be effective on account of the following: -
- (i) Order issued by a Court of Law in India.
  - (ii) Income tax deductible at source according to law prevalent from time to time in the country.
  - (iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Purchaser in the event of Contractor's failure to adhere to such laws.
  - (iv) Any payment due from Contractor in respect of unauthorised imports.
- (c) Failure by the Bidder to submit the Guarantees / Documents as per timelines specified in this bid document.
- (d) When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.
- (e) Notwithstanding the foregoing, the right of Purchaser to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

## **11. Special Conditions of Contract**

### **11.1. General**

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

1. The Bidder need to adhere to all legal, statutory and regulatory requirements as notified by the Government of India from time to time.
2. In case of any conflict between any condition/part as mentioned in this tender with that as mentioned in GeM (Government e-Marketplace) then the conditions mentioned in this tender will supersede.

### **11.2. Warranty/Defect Liability Period and Remedy of Defects**

1. The Contractor shall, without charge, replace, repair or rectify defective goods/ works/ services with similar or better goods/ works/ services free from defect. Any

goods/ works/ services that is repaired/ replaced/ rectified by the contractor shall be delivered/ made available at Purchaser's premises without costs to Purchaser.

2. Warranty shall also include supply and installation of all the software updates with its latest releases/ upgrades, if any.
3. Any software/firmware updates and upgrades of supplied software, released during warranty period, must be supplied free of cost to Purchaser and installed on the relevant systems, with due intimation to Purchaser.
4. Duration of warranty/ defect liability period shall be for a minimum period of 1 Year from the date of successful On-Site Acceptance Test (OSAT)

#### **11.3. Guarantee and Performance Security:**

1. All Guarantee(s) submitted as part of this tender shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations and AMC).
2. Performance Security furnished by the successful Bidder shall remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligation of the contractor including Defect liability period/ warranty/AMC obligations.
3. Before the bank guarantee is released, a "no claim certificate" shall be submitted by the contractor as per [Section 16.1.7, Template 7, No Claim Certificate](#).

#### **11.4. Subcontracting/Assignment:**

1. Subcontracting is not allowed.

#### **11.5. Confidentiality of Information:**

1. Bidder shall sign a non-disclosure agreement as per format given in this tender document with Purchaser at the time of LOA.
2. Bidder/Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information/data obtained during bidding/ implementation/ migration/ execution of the NDR 2.0 project and to take all reasonable steps to ensure that the Bidder/Contractor's personnel, and Sub-Contractors likewise keep such information confidential.
3. This obligation shall be kept in force even after the expiry of the contract period and until such information is disclosed by Purchaser.
4. The data received from Purchaser in soft and hard form or data generated during the course of NDR 2.0 contract shall be kept confidential and shall not be shared with anyone. Further, all NDR data shall be returned to Purchaser. The contractor shall give an undertaking that no NDR data has been retained either in full or in part by the



contractor by way of copy or any other form, [Section 16.1.6, Template 6: Undertaking regarding Non-Retention of NDR Data](#).

#### **11.6. General Obligations of Bidder/Contractor:**

Bidder/Contractor shall, in accordance with and subject to the terms and conditions of this Contract be governed by the following:

1. The Contractor must fulfil all necessary requirements, including installation, configuration and commissioning, maintenance, as per the detailed scope of work. Installation & commissioning shall be done by authorized personnel of the Contractor.
2. Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the project.
3. Bidder shall be deemed to have satisfied themselves before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
4. The Bidder/Contractor shall primarily and solely be responsible for obtaining any custom clearance, if the same is required, for importation into India of the Bidder/Contractor's items in connection with the execution of the work. Any demurrage in this process shall be at the Bidder/Contractor's cost.
5. The Contractor shall be fully responsible for any unauthorized imports or wrong declaration of goods and shall have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
6. The Bidder/Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect. Bidder/Contractor must take complete responsibility of all safety aspects during the entire execution of the project.
7. Bidder/Contractor shall observe such safety/pollution control regulations in accordance with acceptable practice and applicable Indian Laws, rules etc. Bidder/Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, pollution, or any such dangerous occurrence. Bidder/Contractor personnel shall participate in safety drills conducted at DGH.
8. The Bidder/Contractor shall not make Purchaser liable to reimburse the Bidder/Contractor for any statutory increase in the wage rates of its employees/labours. Such statutory or any other increase in the wage rates shall be borne by the Bidder/Contractor.
9. Notwithstanding any approval/concurrence given by Purchaser the responsibility for meeting all aspects of the Scope of Work and SLAs shall rest with the Bidder/Contractor.

### **11.7. Rights and Privileges of Purchaser**

1. To check the Contractor's items before the commencement of installation and commissioning. If they are not found in good order or do not meet specifications as per the tender, or in case of non-availability of some of the Contractor's items listed therein, the Contractor may not be allowed for commencement until the Contractor has remedied such default.
2. To check, Contractor's mobilization status, receipt of materials, to inspect Contractor's equipment and request for replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
3. To order suspension of operations while and whenever:
  - Contractor's personnel are deemed by Purchaser to be not satisfactory,  
or
  - Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.  
or
  - Contractor's equipment or practice is turning into a safety hazard, danger to personnel of Contractor/ Purchaser.  
or
  - Contractor fails to meet any of the provisions in the contract.  
or
  - shortage/inadequacy of personnel deployed at DGH Noida by the contractor.  
or
  - Contractor is found non-compliant to HSE requirements as per Safe Operating Practices or applicable laws.

## **12. General Conditions**

### **12.1. Interpretations**

In this RFP, unless otherwise specified:

1. A reference to clauses, sub-clauses, or Section is a reference to clauses, sub-clauses, or Section of this RFP including any amendments or modifications to the same from time to time.
2. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders.
3. References to a "company" shall be construed so as to include any company, corporation, or other body corporate, wherever and however incorporated or established.
4. Words denoting to a "person" shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures,

trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity).

5. A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
6. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or re-enacted.
7. Any reference to a “day” (including within the phrase “business day”) shall mean a period of 24 hours running from midnight to midnight.
8. References to a “business day” shall be construed as a reference to a day (other than Saturday, Sunday and Gazetted Holidays) on which DGH’s Noida office is generally open for business.
9. References to times are to Indian Standard Time (IST).
10. Reference to any other document referred to in this RFP is a reference to that other document as amended, varied, novated, or supplemented at any time.
11. All headings and titles are inserted for convenience only, they are to be ignored in the interpretation of this Contract.
12. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this RFP as a whole and not to any particular Section or Annexure and the words "include" and "including" shall not be construed as terms of limitation.
13. The words "in writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.
14. References to “setup” include all the activities and tasks that are required to complete the work of *On Prem Hardware and Managed Support Services for DGH National Data Repository*, excluding those which are the responsibilities of the purchaser and mentioned in [Section 13.11](#).
15. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified, or novated at the time of such reference.
16. Unless otherwise stated, any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include either such days or date.

## **12.2. Conditions Precedent**

This Contract is subject to the fulfilment of the following conditions precedent by the Bidder:

1. Furnishing by the Bidder, an unconditional, irrevocable, and continuing Performance Bank Guarantee for Contract Performance, of value, form and manner acceptable to the Purchaser which would remain valid until such time and be renewable as may be stipulated by the Purchaser.
2. Obtaining all statutory and other approvals required for the performance of the Services under this Contract. Furnishing of such other documents as the Purchaser may specify.
3. The Purchaser reserves the right to waive any or all the conditions specified in [Section 12.2](#) above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

### **12.3. Representations & Warranties**

The Bidder represents and warrants as of the date hereof, which representations shall remain in force during the Term and extension thereto, the following:

1. The Bidder has the power and the authority that would be required to enter into this RFP and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this RFP and to provide services sought by Purchaser under this Document.
2. The Bidder is duly organized and validly existing under the laws of India, and has full power, capability, and authority to execute and perform its obligations under this RFP and other Documents and to carry out the transactions contemplated hereby.
3. The Bidder is a competent provider of a variety of information technology and business process management services.
4. The Bidder has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Document and to validly exercise its rights and perform its obligations under this document.
5. Bidder and its team have the professional skills, personnel, infrastructure, and resources/ authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the RFP.
6. The Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed, and created during the term of this RFP are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
7. The Bidder and its team shall use such assets of purchaser as purchaser may permit for the sole purpose of execution of its obligations under the terms of the RFP. It shall however, have no claim to any right, title, lien or other interest in such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof.

8. The Bidder has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Document in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to purchaser's normal business operations.
9. This Document has been duly executed by it and constitutes a legal, valid, and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Document shall be legally valid, binding, and enforceable against it in accordance with the terms hereof.
10. Information furnished in the Proposal is to the best of its knowledge and belief true and accurate in all respects as at the date of this RFP.
11. The execution, delivery and performance of this RFP shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, Document, arrangement, understanding, decree, or order to which it is a party or by which it or any of its properties or assets is bound or affected.
12. There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this RFP or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this RFP.
13. The Bidder has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any adverse effect on its ability to perform its obligations under this RFP and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this RFP.
14. The Bidder has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this RFP.
15. To the best of the Bidder's knowledge, no representation by Bidder contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to any consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation not misleading and no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Document or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.

16. The Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product for use of the copyright/process/products that the Bidder has proposed to supply under this Document free from all claims, titles, interests, and liens thereon.
17. That the sub-contractor proposed and/or deployed by the Bidder meets the technical and financial qualifications.
18. That the representations made by the bidder in its Proposal and in this RFP are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Document and the RFP and unless purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Document.

#### **12.4. Scope of Contract**

1. Scope of the Contract shall be as defined in **Section 13 (Scope of Work (SoW))** and Annexes thereto of this RFP.
2. If any services, functions, or responsibilities not specifically described in this Contract are an inherent, necessary, or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions, or responsibilities were specifically described in this Contract.
3. The Purchaser or Purchaser's Technical Representative reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work pursuant to **Section 12.21 (Change Orders/Alteration/Variation)**.

#### **12.5. Key Performance Measurements**

1. Unless specified by the Purchaser to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in **Section 7 (Service Level Requirements)** of this RFP.
2. If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

#### **12.6. Commencement and progress**

1. The Bidder shall be subject to the fulfilment of the condition's precedent set out in **Section 12.2 (Conditions Precedent)**, commence the performance of its obligations in a manner as specified in the Scope of Work and Service Specifications.
2. The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
3. The Bidder shall be responsible for and shall ensure that all Services are performed in accordance with the Contract, Scope of Work & Service Specifications and that the Bidder's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.
4. The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material, and methods.

#### **12.7. Standards of Performance**

The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material, and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

#### **12.8. Bidder's Obligations**

1. The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the

Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Contract and the Bid to the extent accepted by the Purchaser

2. In addition to the aforementioned, Bidder shall perform the services specified by the 'Scope of work' requirements as specified in the tender and changes thereof. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance, and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender, and this Contract.
3. The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

#### **12.9. Bidder's Personnel**

1. The Bidder shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract.
2. All the personnel, also of the Bidder's partners shall be deployed only after adequate background verification check. The Bidder shall submit the background verification check report for the personnel before their deployment on the project. Any deviations, if observed, would lead to removal of the personnel from the project.

#### **12.10. Project Coordinator-SPOC**

The Bidder shall always ensure that during the currency of the Contract a Project Coordinator acceptable to the Purchaser shall take charge of the Performance of the Contract. The personnel shall be the single point of contact (SPOC) for the purchaser regarding all aspects connected with the project. The Project Coordinator shall be assisted by members of the team deployed at DGH Noida. The desired team composition required for execution of this contract has been provided under [Section 13 \(Scope of Work \(SoW\)\)](#).

#### **12.11. Contract Administration**

1. No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
2. Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
  - (a) exercise all the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof



(b) bind his or her Party in relation to any matter arising out of or in connection with this Contract.

3. The Bidder along with other members / third parties / OEMs shall be bound by all undertakings and representations made by the authorized representative of the Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
4. For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

#### **12.12. Purchaser's Right of Monitoring, Inspection and Periodic Audit**

1. The Purchaser or Purchaser's Technical Representative reserves the right to inspect and monitor/assess the progress/performance/maintenance of the solutions at any time during the course of the Contract, after providing due notice to the Bidder. The Purchaser may demand and upon such demand being made, the purchaser shall be provided with any document, data, material, or any other information which it may require, to enable it to assess the progress of the Project.
2. The Purchaser or Purchaser's Technical Representative shall also have the right to conduct, either itself or through an independent audit firm appointed by the Purchaser as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser / any other entity appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may issue a notice of default.

#### **12.13. Purchaser's Obligations**

1. The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
2. Purchaser shall provide adequate cooperation in providing details, assisting with coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary

3. Purchaser shall ensure that timely approval is provided to the Bidder, where deemed necessary, which should include technical architecture diagrams and all the specifications related to IT infrastructure required to be provided as part of the Scope of Work. All such documents shall be approved within 15 days of the receipt of the documents by the Purchaser.
4. The Purchaser shall approve all such documents as per above Clause.

#### **12.14. Intellectual Property Rights**

1. Intellectual Property Rights (IPRs) are legal rights that protect creations and/or inventions resulting from intellectual activity in the industrial, scientific, literary, or artistic fields.
2. No Transfer of ownership of any intellectual property should occur under this contract. The Bidder shall ensure that while it uses any software, HW, processes or material in the course of performing the service, the Bidder shall have no right to use in any manner the intellectual property of the purchaser without prior written authorization of the purchaser. the Bidder shall keep the Purchaser indemnified against all costs, expenses, and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services.
3. The Bidder shall not issue any press release, interview or other public statement regarding this Document or the parties' relationship. The Bidder shall not use the name of the purchaser for any of its marketing or presentation activities. The Bidder shall be allowed to use the copyright, license (if any) required to deliver Services in terms and conditions of this RFP, which are required including the right to work on the system of purchaser. Neither of the parties shall publicly disclose the terms of this RFP without prior consent of the non- disclosing party.
4. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, diagrams, and other documents which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such Documents/documents and file all relevant applications, effect transfers, and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

#### **12.15. Document Ownership and Retention**

1. The Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract.
2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

#### **12.16. Equipment's/Licenses Ownership**

1. The Purchaser shall own the software, licenses, processes, Documents, etc., supplied by the Bidder arising out of or in connection with this Contract
2. However, all the risk and liability arising out of or in connection with the usage of the equipment, assets/components during the term of the Contract shall be borne by the bidder.

#### **12.17. Indemnity**

The Successful bidder agrees to indemnify and hold harmless, the Purchaser, its officers, employees, assigns and agents ( each as "Indemnified Party") promptly upon demand at any time and from time to time from and against any and all losses, claims, damages, liabilities, costs ( including reasonable attorney's fees and disbursements) and expenses ( collectively, "losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way related to, or result from:

1. Any Mis-statement or any breach of any representation or warranty made by the Successful bidder or
2. The failure by the Successful bidder to fulfil any covenant or condition contained in this Document,
3. Including without limitation the breach of any terms and conditions of the Contract by any employee or agent of the Successful bidder. Against all losses or damages arising from claims by third Parties that any Deliveries (or the access, use or other right thereto), created by Successful bidder pursuant to this Contract, or any equipment, software, information, methods of operation or other intellectual property created by Successful bidder pursuant to the contract, or the SLA
  - (a) infringes a copyright, trademark, trade design
  - (b) infringes a patent issued, or

- (c) constitute misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (Collectively, "Infringement Claims").
- 4. Any compensation/claim or proceeding by any third party against purchaser arising out of any act, deed, or omission by the Successful bidder or
- 5. Claim filled by the workman or employee engaged by the Successful bidder of carrying out work related to this contract. For the avoidance of doubt, indemnification of Losses pursuant to carrying out work related to this contract. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.
- 6. The amount of aggregate liability shall be maximum up to 100% of contract price.

#### **12.18. Confidentiality**

- 1. The Bidder shall not use Confidential Information, the name, or the logo of the Purchaser except for the purposes of providing the Service as specified under this Contract and after obtaining consent from the purchaser.
- 2. The Bidder shall not, either during the term or after expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Contract, including Purchaser's data, Purchaser's business, or operations without the prior written consent of the Purchaser
- 3. The Bidder may only disclose Confidential Information in the following circumstances:
  - (a) with the prior written consent of the Purchaser.
  - (b) to a member of the Bidder's Team ("Authorized Person") if:
    - (i) the Authorized Person needs the Confidential Information for the performance of obligations under this Contract.
    - (ii) the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this Contract.
    - (iii) If the information is already made available in any public domain by the Purchaser itself.
- 4. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality Agreement with the members of the subcontractors and other service provider's team members to the satisfaction of the Purchaser.
- 5. The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser. The Bidder and its antecedents shall be bound by the NDA. The Bidder shall be held

responsible for any breach of the NDA by its antecedents or delegates, [Section 16.1.3, Template 3 : \(Non-Disclosure Agreement \(NDA\)\)](#).

6. The Bidder shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser.
7. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.
8. The Purchaser is not restricted in its rights to use or disclose any or all the information contained in the proposal and can do so without compensation to the bidders. The Purchaser shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
9. The Bidder including its employees, representatives and assigns shall be liable to maintain the confidentiality of information under this clause and shall be jointly and severally liable, in case of breach of confidentiality.

#### **12.19. Taxes**

1. Income tax shall be deducted at source by Purchaser from all the payments made to Bidder according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by Purchaser to the Bidder for any tax deducted at source.
2. The Bidder shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied, or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.
3. The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Customs duty, Excise duty, VAT, all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered, and payments received by him from the Purchaser under the Contract. However, Bidder will recover all the Indirect taxes from purchaser on Actuals at the rate prevailing at the time of Billing and purchaser will also be responsible for any newly Introduced taxes. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required regarding the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and

the Purchaser shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.

4. If there is any reduction in taxes / duties/levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the Purchaser. In case of increase in taxation, Purchaser shall pay the tax as applicable.
5. The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
6. The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as value added or service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the Purchaser under the Agreement. All such taxes and duties must be included by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed.)
7. Should the Bidder fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Bidder shall pay the same. The Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty as any such Tax Authority may assess or levy against the Purchaser.
8. The Purchaser shall if so, required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

#### **12.20. Warranty**

1. A On Site Warranty on all goods/Services supplied under this contract shall be provided by the respective Original Equipment Manufacturer (OEM) through Bidder's engineers, during the Warranty Period.
2. Technical Support for software shall be provided by the respective OEM till the end of the warranty period. The Technical Support should include all updates, upgrades and patches to the respective Software for the above stated period.
3. The Bidder warrants that the goods/Services supplied under the Contract shall not be nearing End of sale / End of support; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract, including extensions (if any). The Bidder warrants that the goods/Services supplied under this contract shall be of the reasonably acceptable grade and quality and consistent with the established and generally accepted standards for materials/Services of this type. The goods/Services shall be in full conformity with the specifications and shall operate

properly and safely. All recent design improvements in goods/Services, unless provided otherwise in the Contract, shall also be made available.

4. The Bidder further warrants that the Goods/Services supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture, or workmanship (except insofar as the design or material is required by the Purchaser's Specifications)
5. The Purchaser shall promptly notify the Bidder in writing of any claims arising under this warranty.
6. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods/Services or parts thereof, without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.
7. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

#### **12.21. Change Orders/Alteration/Variation**

1. The Bidder agrees that the system requirements/ quantities/ licenses/ specifications and Service requirements given in the RFP are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser.
2. The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract. The Purchaser shall have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of Services/dispatch of Goods/Equipment) the quantities, licenses and/or specifications of the Goods / Equipment to be supplied and installed by the Bidder or Service requirements, as mentioned in the Contract, at any time during the Contract period.
3. In case of increase in quantities or in case of additional requirement, the rate as provided in the Contract shall be considered as benchmark rates for procurement of the additional requirement from the Bidder. However, based on the industry trends, Purchaser retains the right to review these rates. The additional requirement shall also be governed by the same terms and conditions as provided in the Contract except for the appropriate extension of time to be allowed for delivery/installation of such extra Goods/Equipment or for commencement of such Services. In case of decrease in Quantities or Specifications of Goods/Equipment or Service requirements, the Bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.
4. In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Bidder shall not be entitled to any claim by way of change of price, damages, losses, etc. The Bidder shall be compensated at actual for any cancellation charges provided the claim is duly



supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/cancelling Scope of Work.

#### **12.21.1. Conditions for Change Order**

1. The change order shall be initiated only in case (i) the Purchaser or Purchaser's Technical Representative directs in writing the Bidder to incorporate changes to the Goods or design requirements already covered in Contract (ii) the Purchaser or Purchaser's Technical Representative directs in writing to the Bidder to include any addition to the Scope of Work or Services covered under this Contract or delete any part thereof, (iii) Bidder requests to delete any part of the work which shall not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser
2. Any change order comprising an alteration which involves change in the cost of the Goods and/or Services (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.
3. If the Contract provides applicable rates for the valuation of the variation in question the Contract Value shall subject to Clause below be increased or decreased in accordance with those rates.
4. If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall review the Contract Value which shall represent the change in cost of the goods and/or works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.
5. If there is a difference of opinion between the Bidder and Purchaser's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in [\*\*Section 12.21 \(Change Orders/Alteration/Variation\)\*\*](#)

#### **12.21.2. Procedures for Change Order**

1. Upon receiving any revised requirement/advice, in writing, from the Purchaser or Purchaser's Technical Representative, the Bidder would verbally discuss the matter with Purchaser's Representative.
2. In case such a requirement arises from the side of the Bidder, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof.
3. In either of the cases as explained in above two Clauses, the representatives of both the parties shall discuss the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.



4. If it is mutually agreed that such a requirement constitutes a “Change Order” then a joint memorandum shall be prepared and signed by the Bidder and Purchaser to confirm a “Change Order” and basic ideas of necessary agreed arrangement.
5. Bidder shall study the revised requirement in accordance with the joint memorandum under above Clause (4) above and assess subsequent schedule and cost effect, if any.
6. Upon completion of the study referred to Clause (5) above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether Bidder should proceed with the Change Order or not in the best interest of the works.
7. The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement Change Order.
8. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.
9. In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the Bidder.
10. If the Purchaser accepts the implementation of the Change Order in writing, which would be considered as Change Order, then Bidder shall commence to proceed with the enforcement of the Change Order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule.
11. In case, mutual agreement under, i.e., whether new requirement constitutes the Change Order or not, is not reached, then Bidder in the interest of the works, shall take up the enforcement of the Change Order, if advised in writing to do so by Purchaser’s Representative pending settlement between the two parties to the effect whether such requirement constitutes a Change Order or not as per the terms and conditions of Contract Documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated considering the records kept in accordance with the Contract.
12. The Bidder shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser’s review. If no agreement is reached between the Purchaser and Bidder within 60 days after Purchaser’s instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.

### **12.21.3. Conditions for Revised Work / Change Order**

The provisions of the Contract shall apply to revised work / change order as if the revised Work / Change Order has been included in the original Scope of Work. However, the Contract Value shall increase/decrease and the schedule shall be adjusted on account of the revised work / Change Orders as may be mutually agreed in terms of provisions set forth. The Bidder's obligations with respect to such revised Work / Change Order shall remain in accordance with the Contract.

## **12.22. Termination**

### **12.22.1. Termination for Default**

Purchaser may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part, If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

In the event that Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay Purchaser for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

### **12.22.2. Termination for Insolvency**

Purchaser may at any time terminate the Contract to the selected proposer if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

### **12.22.3. Termination for Convenience**

Purchaser, by 30 days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by the successful bidder would be paid by Purchaser.

#### **12.23. Liquidated Damages**

Time is the essence of the Contract, and the delivery dates are binding on the successful Bidder. In the event of delay or any gross negligence for causes solely attributable to the Bidder, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the successful Bidder as agreed, liquidated damages, a sum of 0.5% of the total contract value for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law.

#### **12.24. Limitation of the Bidder's Liability towards the Purchaser**

1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to Purchaser's property, shall not be liable to purchaser:
  - (a) For any indirect or consequential loss or damage; and
  - (b) For any direct loss or damage that exceeds (A) the total payments payable under his contract to the Bidder hereunder, or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.
2. This limitation of liability shall not affect the Bidder liability, if any, for damage to Third Parties caused by the Bidder or any person or firm/company acting on behalf of the Bidder in carrying out the Services. Limitation of liability, including for damage to Third Parties, shall be to the extent of 100% of the total cost of the project calculated up to and as on the date when such section / clause is required to be invoked.

#### **12.25. Conflict of Interest**

Successful bidder shall disclose to the purchaser in writing, all actual and potential conflicts of interest that exist, arise, or may arise (either for Successful bidder or Successful bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict. In case, such conflict adversely affects the Purchasers' interest, the Purchaser is at liberty to terminate the contract immediately upon giving a written intimation to the Bidder.

#### **12.26. Force Majeure**

1. Force Majeure shall mean an event beyond the control of the Parties, and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- (a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, and floods).
  - (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo.
  - (c) rebellion, revolution, insurrection, or military or usurped power, or civil war.
  - (d) contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
  - (e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
  - (f) acts or threats of terrorism
2. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. However, the Bidder shall note that cyber-attack, corruption of information, software corruption, destruction of information, virus attack in the system or any such software malfunction shall not constitute a Force Majeure event and the rectification of the same shall be borne by the Bidder.
  3. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser shall make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate DR or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.
  4. In case of a Force Majeure, all Parties shall endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
  5. In case of Force Majeure, all the Parties shall bear their own costs, and the Purchaser shall not be liable to the Bidder for any costs that the latter incurs on account of such Force Majeure.

6. In the event that the Force Majeure continues for 180 (one hundred and eighty) days, the Contract shall be deemed to have been terminated.

#### **12.27. Exit Management Plan (Not applicable)**

Blank

#### **12.28. IT Act 2008**

Besides the terms and conditions stated in this RFP, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2008 (Amendment) and any amendments thereto (hereinafter referred to as ITA 2008).

#### **12.29. Governing Law & Jurisdiction**

This RFP shall be governed by the laws of India and the parties submit to the exclusive jurisdiction of the Courts of Delhi, India in respect of any dispute or difference between them arising out of this RFP.

#### **12.30. Dispute Resolution**

Any dispute, controversy or claim arising out of or in relation to this contract, or the breach, termination or invalidity thereof shall be amicably settled between the parties by way of mutual talks or mediation. In case, the disputes/ claims could not be settled by way of mediation, such disputes/ claims shall be referred to Arbitration of a sole arbitrator duly appointed by the Purchaser. The proceedings of arbitration shall be conducted as per Arbitration and Conciliation Act 1996. The seat of arbitration shall be Delhi, India and the language of the proceedings shall be English.

### **13. Scope of Work (SoW)**

#### **13.1. Introduction**

1. The broad scope of work covered as part of this RFP comprises of Supply, delivery, Installation & Commissioning of all On-premises IT Hardware as per BoM along with requisite software, On-Site Warranty and Post Warranty Comprehensive AMC over the entire contract period, at DGH, Noida and DGH, Bhubaneswar.
2. The price shall include costs of providing support service as per Scope of Work, including on-site support engineer at DGH, Noida.
3. Bidder is advised to visit and examine the DGH locations (sites), at their own expenses, to obtain all information that may be necessary for preparing the bid. Failure to visit the site or failure to study the Bidding Documents will in no way relieve the successful

bidder from furnishing any material or performing any work in accordance with the Bidding Documents.

4. It is the responsibility of the selected bidder to ensure delivery of all the Scope of Work and Bill of Material (BoM) as per this RFP.

### **13.2. Broad Scope of Activities**

The broad activities to be carried out by bidders for the project to fulfil all the requirements given in this document under various heads is as follows (though not limited to):

1. Scope of work includes to supply, configure and implement complete solution of providing IT equipment at NDR premises at DGH, Noida and at, DGH, Bhubaneswar including Hardware along with the necessary application software like Operating System, Antivirus, Microsoft office (or equivalent).
2. All Hardware/ Licences / application / software / Root access/ Admin User name /Admin Account etc. shall be registered in the name of Directorate General of Hydrocarbons, Noida.
3. All software licences supplied, as part of scope of work, shall either be perpetual or in case of subscription based shall be for a period of 5 years (with an additional 1 year in case of contract extension).
4. The vendor will be responsible for supplying the required hardware components, including servers, network, storage devices, high end workstation, bar code scanner and others as defined in [Section 13.4](#) and [Section 16.3.2, Form TQ2: Compliance to Technical Specification](#) and any other necessary accessories as per requirement of the configuration, installation, commissioning and maintenance of the IT equipment for the complete project duration, including extensions (if any).
5. The vendor will install the hardware components in the respective DGH sites, ensuring proper placement, cabling, and connectivity. This shall include rack mounting, cable management in compliance with the existing infrastructure, and network configuration as specified in the RFP and following industry best practices and safety guidelines. Also, Vendor must have to ensure that the hardware meets the required technical specifications and quality standards and shall conduct a post-installation review with the purchaser for checking compliance to NIT requirements and quality of service provided.
6. The installed hardware shall undergo thorough testing to verify its functionality and performance. The vendor will work closely with the purchaser to ensure that all systems operate as expected before finalizing the commissioning process. Vendor shall have to integrate the newly supplied hardware with the existing infrastructure, if applicable, to ensure seamless operation.
7. The vendor shall provide detailed documentation of the hardware setup, network configurations, and any other relevant information to assist the purchaser in future troubleshooting and maintenance.

8. The vendor shall collaborate with the purchaser to implement necessary security measures for the hardware infrastructure, such as firewalls, access controls, and data encryption and ensures the hardware infrastructure's resilience and data protection in case of emergencies or outages.
9. Vendor shall supply the hardware to the purchaser at the designated location(s) securely and within the specified timelines. The Vendor shall ensure that the hardware are properly packaged and properly handled so as to prevent any damage during transit.
10. Completeness of the EQUIPMENT shall be the responsibility of the SUPPLIER. Any equipment, fittings and accessories, which may not be specifically mentioned in the specification or drawing(s) but which are usual or necessary for the satisfactory functioning of the EQUIPMENT (successful operation and functioning of the equipment being SUPPLIER's responsibility), shall be provided by the SUPPLIER without any extra cost.
11. All equipment to be supplied and work to be carried out under the ORDER shall conform to and comply with the provision of relevant regulation/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment/work carried out.
12. The Proposed items as per technical specifications should not be end of sale (EOS) at the time of supply else equivalent or higher specifications of the item has to be offered at no price implications to the purchaser, subject to proof from OEM of the item and acceptance by purchaser.
13. Bidder must ensure that the hardware, Software, Licenses and back to back OEM Support contracts for hardware and software procured by the purchaser under this tender must be registered in the name of DGH and supplied email ID, within the service consoles of respective OEM.
14. The vendor shall provide ongoing on-site comprehensive maintenance services for all items supplied, which shall include regular inspections, software upgrades, firmware upgrade/updates, hardware rectification/replacements, and performance monitoring to identify and resolve issues promptly.
15. End of contract deliverables including Transit and Exit Management covering foreclosure/ termination/ completion of service.
16. Provide support during conducting of VAPT (Vulnerability Assessment and Penetration Testing) on yearly basis for NDR applications and infrastructure, by the Application Contractor (through a separate tender). Observations/Non-Compliances at On-Premises IT infrastructure level shall be resolved by the bidder for compliance.
17. Bidder shall use the common Helpdesk & SLA monitoring tool, being provisioned by the Application Contractor (Through a separate Tender), for SLA monitoring and management of service-related tickets related to On-Prem IT infrastructure.
18. Supply and installation of all OFC and UTP cabling, patch cords, connectors etc. as required for complete cabling of the NDR operational area at 4th, 5th & 6th floor at DGH., Noida and 5th floor at DGH, Bhubaneswar for integrating all the supplied items, This

shall include cabling for thin clients, work stations, peripherals, leased lines, Network Switches for DGH-LAN at 4th, 5th & 6th Floor and their uplink to L3 switches, Firewall etc. L2 switches for the DGH LAN required in 5th and 6th floor shall be connected to the L3 Switches of DGH LAN using redundant Gigabit Fibre Optic Cabling. Gigabit OFC transceivers, OFC patch cords, fully loaded fibre optic patch panels, OFC cabling as required at 4th floor, 5th floor, 6th floor shall be provided and installed by the bidder. Cabling should be redundant to avoid single point of failure.

19. Approximate no. of IO points (May increase 30 % as per the requirement) :

DGH Noida:

- 4<sup>th</sup> Floor: 10
- 5<sup>th</sup> Floor: 30
- 6<sup>th</sup> Floor: 10

DGH Bhubaneswar

- 5th floor: 20

### **13.3. Delivery Terms and Conditions**

#### **13.3.1. Delivery/ Completion Schedule**

1. **SUPPLY:** The supply of all the hardware and software items should be completed within 150 days from date of issue of Work Order.
2. **INSTALLATION & COMMISSIONING:** Installation, Configuration, Integration, Commissioning, and successful On-Site Acceptance Test (OSAT) of the complete setup is to be completed within 180 days from the date of issue of Work Order.

#### **13.3.2. Delivery Address for DGH, NOIDA**

National Data Repository,  
5th Floor, Directorate General of Hydrocarbons  
(Under Ministry of Petroleum & Natural Gas) OI DB Bhawan,  
Plot No. 2, Sector - 73, Noida Uttar Pradesh- 201301

#### **13.3.3. Delivery Address for DGH, Bhubaneswar**

Directorate General of Hydrocarbons  
5th Floor, Elite Building  
Software Technology Park of India (STPI) Gothapatna,  
Near IIIT College Bhubaneswar, Odisha – 751003



#### 13.4. Indicative Technical Bill of Material:

**Table 9: Bill of Material under scope of work**

SI	Product Category	DGH (Noida)	DGH (Bhubaneswar)	Total
<b>Supply Items</b>				
1	Thin Clients with 32" dual monitors	10 Nos.	2 Nos.	12 Nos
2	A0 Plotter	1 No.	---	1 No.
3	A0 Scanner	1 No.	---	1 No.
4	A3 Colour MFP	1 No.	1 No.	2 Nos.
5	Bar Code Scanner	1 No.	---	1 No.
6	Bar Code Printer	1 No.	---	1 No.
7	High End Tower Workstation with 32" dual monitors	8 Nos.	2 Nos.	10 Nos.
8	NAS Storage (50 TB usable)	1 No.	---	1 No.
9	L2 switches (24 Ports)	3 Nos.	1 No.	4 Nos.
10	L3 switches (24 Ports)	2 Nos.	---	2 Nos.
11	Next Generation Firewall with IPS & IDS	---	1 No.	1 No.
12	Server (for use with Paradigm application)	1 No.	---	1 No.
13	Workstation (for use with Paradigm application)	1 No.	---	1 No.
14	Network Cabling at 4th, 5th and 6th Floor in DGH Noida and 1st Floor in DGH, Bhubaneswar	1 Set	1 Set	2 Set
15	Backup Software for NAS storage along with required server, with licence for 50TB	1 Set	---	1 Set
16	Rack (8 U)	2 Nos.	1 Nos.	3 Nos.
17	Rack (42 U)	1 No.	---	1 No.
<b>Warranty, AMC &amp; Support Service</b>				
18	On-Site Warranty and Post Warranty Comprehensive AMC, On- Site support service, maintenance coverage on 24x7x365 basis and services of an on-line (24x7) help desk, as per details mentioned in	5 Years		5 Years

	Scope of work, for all On-Premises IT Systems.		
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### 13.5. Post Warranty Comprehensive AMC Support

On-Site Post-Warranty Comprehensive AMC Support for Hardware, Network equipment & Cabling and Services for Software, Network & Security Software etc. over the entire contract duration, including extensions if any.

1. The bidder shall provide On-Site Post-Warranty Comprehensive AMC Support for all supplied Hardware, Network equipment & Cabling and support for all supplied Software, Operating Systems, Directory services etc. and complete Network & Security Software etc. The AMC for hardware and software services shall be valid for the full contract period, including extensions if any, and shall start from the date of expiry of Warranty obligations. The bidder shall maintain the supplied IT infrastructure (which includes all supplied Hardware, software, Network equipment, Network & Security software, cabling etc.) in good working order as per SLA defined in [Section 7](#).
2. The software support shall include all upgrades, updates, new releases etc., for all supplied software like, System Management Software, Operating Systems, Office applications, etc. over the entire contract period, including extension, if any.
3. The bidder shall have back-to-back support agreement(s) with the respective OEM(s) for the entire contract period, including extensions (if any). The bidder shall furnish documentary proof of these support agreement(s) for On-site Warranty and post warranty Comprehensive AMC support for the product (Hardware/Software) including software upgrades, availability of spares, availability of hardware/software module required for scalability for a period of 06 years (post successful commissioning), as per Scope of Work.
4. The IT support service shall be provided by the bidder for the entire duration of the contract, including extensions if any.
5. The On-Site Post Warranty Comprehensive AMC Support shall include onsite repair/ replacement along with upgrades, updates and patches for all software, firmware, drivers etc, including OS and Office applications.
6. In case of a failure or degraded performance, a detailed incident report including root cause analysis should be prepared in consultation with the OEM of the respective product(s) with an objective to avoid similar failures in future. Preliminary report should be submitted within 24 hours followed by detailed technical report, which has to be submitted to purchaser within one week.
7. If it is observed that any of the supplied products is not able to handle traffic or its performance is not able to meet the specification/ requirements given in the Tender, the bidder at its own cost shall replace that equipment with higher end equipment that

meet the minimum technical specifications. The decision of purchaser in this case would be final.

8. Maintenance coverage will be on 24x7x365 basis as per uptime requirements defined in [Section 7](#).
9. Bidder shall nominate a SPOC (Single point of contact) for coordination with purchaser throughout the contract period.
10. In the event of hardware failures or malfunctions, the vendor shall promptly respond to and resolve issues according to agreed-upon service level agreements (SLAs) to minimize downtime.
11. The vendor shall provide the information about hardware warranties and support agreements for each component supplied and also suggest establishing clear communication channels for ongoing support and issue resolution.
12. Bidder shall carry out Preventive Maintenance Schedule once in six months for complete IT infrastructure in off-peak hours, which will include the following:
  - (a) Diagnostic tests to check all servers by running the console diagnostics tests to check hardware (CPU, Memory and I/O controllers).
  - (b) Diagnostic tests to check and verify good health of all network and security equipment (CPU and/or other processors, Memory, network ports, Network cables and various functional modules etc.)
  - (c) Shall use diagnostic software or alternative facility/facilities to diagnose and analyse predictive failures in the disk of servers and storage.
  - (d) Check fan/blowers and power supplies for proper functioning.
  - (e) A Preventive Maintenance (PM) report, which highlights the findings & follow-up actions, will be furnished to purchaser within one week
  - (f) The bidder should support 24x7x365 on-call response to resolve the reported incident by purchaser as per the SLA mentioned in [Section 7](#).
13. The bidder shall be responsible for carrying out system maintenance and monitoring activities for the IT infrastructure at DGH, NOIDA and DGH Bhubaneswar. Bidder has to provide a Resident Engineer (RE) at DGH, Noida for a period of 05 year, and additionally during extension period (if any) from the date of successful On-Site Acceptance Test (OSAT).
14. The engineers selected as Resident Engineers shall be involved by the bidder from day 1 of the implementation phase and should be on bidder's payroll.
  - (a) The details {phone number/contact no. /address} of man-power assigned shall be provided. There should be minimum changes in man-power assigned
  - (b) The bidder shall be responsible for any mishaps or security breaches that happen to bidder's personnel / personnel appointed by bidder for execution of services
  - (c) All the concerned onsite staff shall log attendance on daily basis. The bidder shall submit the attendance records in a format as specified by purchaser

- (d) Bidder needs to submit daily and monthly reports as per formats jointly defined with the purchaser
  - (e) Bidder need to ensure hands on training of the resources deployed on products provided by bidder
  - (f) In case of change in man-power due to any reason, the bidder shall be responsible for ensuring proper handing over & taking over of the duties due to the change and also for imparting appropriate training to the new staff for performing the duties.
15. The checks/monitoring of each component should be designed in coordination with respective OEMs. It should be as per the industry best practices/ frameworks. The bidder shall also create and maintain adequate documentation / checklists for the same. The format of the report shall be jointly decided with the bidder and purchaser. The Bidder shall arrange to carry out:
- (a) Maintenance in-line with purchaser's security policy e.g. policy for maintaining logs, password change etc
  - (b) System Admin and Admin activities for the supplied products
  - (c) Perform necessary keeping of the IT infrastructure for ensuring optimum state of each IT equipment.
  - (d) Perform and Restoration which shall include following activities:
    - Creating the scripts for the backup policy defined by purchaser. The periodicity of the backup will be provided by purchaser and can be increased/decreased at the discretion of purchaser.
    - Taking the backup and restoration {in case of crash) of system configuration files/ databases, logs of all the system software including operating system, data.
    - Take backup and restoration (in case of crash) of storage volumes used by applications hosted.
    - Monitoring of various backup processes and taking appropriate action, if required
    - Recovery of the data from the last backup in case of any system crash/failure
    - Perform mock drill to restore various backups to validate the authenticity of the backup process. The periodicity of this activity will be provided by purchaser and can be increased/decreased at the discretion of purchaser
    - Maintain process document for backup and restoration steps for each software layer.

### **13.6. Contract Period**

Please refer Table:10 under Para 14 below.

### **13.7. Services of Helpdesk**

The contractor shall provide the services of an online (24x7) help desk (including help line number, email address) for raising service-related issues.

### **13.8. On-Site Acceptance Tests (OSAT)**

1. On completion of supply, installation, configuration, and fine tuning of the solution but before commissioning, purchaser and Vendor shall verify for correctness and completeness of the configuration and completeness in the solution for acceptability.
2. A schedule of all the acceptance tests and procedures shall be submitted by the bidder at least one week in advance before the acceptance test. The acceptance test and procedures shall clearly indicate the specifications clause(s) to be verified and shall cover various features mentioned in scope of work.
3. In the event of software/hardware/networking etc. failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which purchaser shall have the right to reject the supplied, installed, and/or commissioned goods, hardware, software, networking and services, etc.
4. Upon successful completion of OSAT, a joint certificate would be signed between Purchaser and Contractor, declaring successful On Site Acceptance Test (OSAT).
5. Success in the above OSAT is necessary for release of Payment against Supply part.

### **13.9. Services of Support Services / Helpdesk**

#### **13.9.1. General:**

1. The Contractor shall provide a competent Resident Engineer (RE) at DGH Noida for managing the entire On-Prem IT setup provided by the bidder, as per scope of work, from the date of OSAT till the end of the contract (including extensions if any). The experience and qualification of the Resident Engineer (RE) to be provided by the contractor shall be commensurate with his job description. The Resident Engineer (RE) prior to deployment at DGH, shall be properly trained. A certificate of successful completion of the training, issued by the relevant training institute, shall be submitted to the purchaser at least 15 days prior to deployment at DGH, Noida.
2. The Bidder/Contractor shall be solely responsible for providing all requirements of their personnel including but not limited to, their transportation to & from site, enroute/local boarding, lodging & medical etc. the Purchaser shall have no responsibility or liability in this regard.
3. The personnel offered by the Bidder/Contractor must have adequate experience and educational qualification (as specified in SOW) and should be fluent in native language.

4. It shall be the Contractor's responsibility to ensure that deputed resources are medically fit and capable of carrying out the assigned duties.
5. It shall be the Contractor's responsibility to ensure the deputed Resident Engineer (RE) shall at all times carry out works as assigned by Purchaser, in a timely and professional manner. The Bidder/Contractor should ensure that their personnel observe applicable DGH and statutory safety requirement.

Note:

- The Resident Engineer (RE) is excluding the manpower and other resources which is required to be deployed by the bidder/contractor for successful completion of initial setup, configuration, and commissioning, as per the Tender document.

#### **13.9.2. Work Location and working hours**

1. The Contractor shall provide support services at the DGH premises in Noida near New Delhi.
2. The Contractor's support resource deployed at DGH, Noida shall follow DGH's office working schedule and Timing. The existing working schedule and duty timing at DGH for General Shift manpower is from 09:30 AM to 17:30 PM IST with 5 (five) working days in a week i.e. Monday to Friday. Saturday and Sunday are weekly off-days. The Contractor's Resident Engineer (RE) shall be deployed as per DGH's working hours and working days. In case of work exigency, the working hours/days may be varied.
3. In case of any revision in the working schedule/ duty timings at DGH, the contractor's resource shall follow the revised schedule/ timings. The NDR 2.0 provides its services to users on 24Hrs x 365 days basis. Web access is available round the clock at any given point of time.

#### **13.10. End of Contract Deliverables/ Transition and Exit Management**

1. IT infrastructure support being provided under this contract is a critical business activity and its continuity is crucial for running of the business. As such, exit from the contract, for whatever reasons, needs to be a planned exit, to ensure that there is no disruption of service and smooth migration takes place to the next Service Provider. The Contractor shall provide the Purchaser with "Transition and Exit Management Plan" which shall deal with the processes to be followed on completion of the Service or exit from the contract (for whatever reasons). The Transition and Exit Management Plan shall cover foreclosure/ termination/completion of the Service. Such Transition and Exit Management Plan shall be submitted by the Contractor with Part – I Techno-Commercial Offer, and the same shall be approved by the purchaser. The approved Transition and Exit Management Plan shall become part of the Contract Document.
2. The Contractor shall update the submitted Transition and Exit management plan one year before the contract expires and submit the same to the purchaser for re-

approval, which shall supersede the initial plan. All risk during transition stage shall be properly documented by the Contractor and mitigation measures shall be planned well in advance to ensure a smooth transition without any service disruption.

3. Immediately prior to the initiation of the exit, the Contractor shall provide an updated plan for authorization by the purchaser.
4. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with the Purchaser.
5. Contractor shall ensure closing off all open issues as on the date of exit. Any open issues as on the date of Exit shall be listed and provided to the purchaser.
6. The broad deliverables of the Contractor are indicated below:
  - a) Updated transition plan on periodic basis.
  - b) Handover of Complete documentation for the entire system.
  - c) Assisting the Purchaser with the complete audit of the system.
  - d) Handover of the documents, report templates, project documentation, user IDs, passwords (including root user passwords), encryption and decryption keys, security and IT policies, scripts etc. specifically done/made for the Purchaser, including sharing of all Admin/root account accesses of the complete system.
  - e) Documentation required by purchaser for smooth transition including configuration documents are up to date and all such documentation is handed over to purchaser during regular intervals as well as during the exit management process.
  - f) An Undertaking by the Contractor that no NDR 2.0 data has been retained either in part or in full.
7. The contractor shall ensure the proper handover of all the NDR 2.0 data in the Purchaser provided media, which could be either physical or cloud storage at the sole discretion of the Purchaser.
8. **There shall NOT be any additional cost associated with the Exit / Transition-out process.**

### **13.11. Documents to be Provided by Bidder/Contractor**

#### **13.11.1. Along with the Bid**

1. Authorisation on behalf of the person signing the Bid.
2. Experience and other documents as specified in the PQC and TQC
3. Compliance to Technical Specification as per [section 16.3.2, Form TQ2](#), need to be submitted against all items.
4. Experience of Bidder, as per [section 16.3.3, Form TQ3](#).

5. Detailed Implementation/Solution and Design Document. (To be submitted along with Technical Bid}. How the entire solution will work along with role of each and every component to be specified in detail.
6. Undertaking from Product OEM, [section 16.2.4, Form PQ4](#).
7. Bid specific Manufacturers Authorisation Form (MAF) for Supply, On-site Warranty and backend post warranty Comprehensive AMC support from OEM/ Manufacturer for providing complete support of product (Hardware/Software} including software upgrades, availability of spares, availability of hardware/software module required for scalability for a period of 06 years (post successful commissioning}, as per Scope of Work.
8. Relevant Manual and Literature
9. Helpdesk Number, e-mail, contact details sheet

#### **13.11.2. Project deliverables**

1. Training and Course Material
2. Installation Reports
3. Detailed system configuration document
4. Commissioning & Integration Report
5. On-Site Acceptance Testing Reports
6. Software Manuals (systems and user manuals} provided with the Application software solutions.
7. A complete Configuration and Troubleshooting Documentation for each equipment/component, covering as a minimum:
  - (a) Features installed and configured
  - (b) Hardware/Software Configuration.
  - (c) Deployment Architecture at NDR.
  - (d) Backup & Recovery plan
  - (e) Troubleshooting
  - (f) OEM product manuals, licenses, warranty documents etc.
8. Monthly System Downtime Report
9. Monthly SLA Reports
10. Updated Helpdesk Number, e-mail, contact details sheet

#### **13.12. Responsibility of the Purchaser**

The following services shall be provided by the purchaser as free issue to the bidder:

1. Setup and operate the NDR 2.0 Data Repository Solution, along with all requisite application software, in cloud environment (through a separate tender).
2. Provide connectivity between DGH On-Premises locations and cloud PDC/SDC



3. Provide Contractor's resource deployed at DGH Noida with assigned workspace, including access to the IT Infrastructure provided by the bidder and network connectivity for carrying out NDR 2.0 Operations.
4. To allow access to Contractor's representative at all reasonable hours of the day to carry out maintenance activities.
5. Provide bidder with adequate storage space, working space and power supply for IT Hardware, at DGH site, that is required by the bidder for performing its obligation under the Scope of Work of the Contract.
6. Allow Bidder to use the existing Data centre cubicles, Workspace, Table tops etc. for setting up the IT hardware system as per Scope of Work of the Contract.
7. Allow Bidder to use the existing Cable Trays, channels and space underneath false flooring for the purpose of setting up the networking system, subject to the same being suitable as per Purchaser's assessment.
8. Provide additional media/storage, if required, for taking data backup.
9. Air conditioning system, Fire detection system and UPS System

#### 13.13. Extension of Contract

The Contractor shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this Contract, to the satisfaction of and as decided by the Purchaser up to the end of a contract period. The services may be extended for further period on satisfactory performance by Contractor. The Purchaser, at its sole discretion, may extend the contract for a further period of one (1) year from the date of completion of initial contract period of 5 years with the same Rates being applicable for the item '*Post Warranty Comprehensive AMC, including On-Site support service*' and same Terms & Conditions of the Contract. Further contract extensions post the initial one (1) year extension, if any, shall be as per mutually agreed terms and conditions between the Purchaser and the contractor.

#### 14. Project Timelines

1. The initial setup is completely dependent on the Application Service Provider and Cloud Service Provider (through separate Tenders). As such, after issuance of the work order, bidder should wait for Go-Ahead from the purchaser.
2. If the Contractor fails to **Complete the On-Site Acceptance Test (OSAT)** of the complete solution within **20 weeks** of the stipulated date/Completion Time, then the purchaser reserves the right to terminate the Contract without any compensation whatsoever.
3. The project timelines are as follows:

**Table 10 : Project Timelines**

Item #	Milestone	Completion Time
1.	Issuance of Work Order to successful Bidder <b>(T0)</b>	----
2.	Date of Go-Ahead from purchaser <b>(T1)</b>	----
3.	Completion of Supply, Installation, Configuration, Integration, Commissioning and successful On-Site Acceptance Test (OSAT) of the complete solution. <b>(T2)</b>	T2=T1+180 days
4.	Ongoing Contract, including Warranty and Post Warranty Comprehensive AMC and On-Site support service	T2 + 5 Years (extendable by 1 more year)

Note: A record shall be maintained regarding completion of each of the above milestones 1 to 3. The same shall be jointly signed by the contractor and purchaser.

#### 15. Management of Services

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## 16. Annexures

### 16.1. Annexure I: Templates for bidder

#### 16.1.1. Template 1: Format for Pre-Bid Query submission

**Table 11: Format for Pre-Bid Query**

Sl	Page No.	Section No.	Section Name	Statement as per RFP	Query by bidder
1					
2					
3					

1. **Page Number** – Page Number of this RFP as reflected at the bottom right corner. The bidders should mention only the page number. Ex. '29' as page number and not 'Page 29'.
2. **Section No.** – Example– '8' and not 'Section 8'
3. **Section Name** – Example – Scope of Work (Should be exactly the same as provided in the RFP)

Note–

1. The queries are to be submitted in the format provided above only. The bidders should ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the purchaser shall not be responsible for the same and such queries may be discarded from providing any response.
2. The bidders to ensure that **no cell merging (in excel)** is done by them while preparing the query.
3. The bidders ensure that each of the query submitted by them is unique and **no duplicate query** is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due- diligence before submitting the queries.
4. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to the purchaser.

**16.1.2. Template 2: Format for Performance Bank Guarantee (PBG)**

**Please refer the format prescribed by GeM for submission of PBG.**

### 16.1.3. Template 3 : Non-Disclosure Agreement (NDA)

*(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount  
and document duly attested by notary public)*

[Bidder Name and Address]

#### **Subject: Selection of System Integrator for providing On-Prem Hardware and Managed Support Services for DGH National Data Repository**

We write to confirm the agreed terms in respect of the confidentiality and non-disclosure of information that we will each, as a disclosing party, be making available to the other, as a receiving party.

Each party will be providing the other with access to certain information which has been designated as confidential information, and which relates to the business, clients, customers, products, methodologies and working practices of the disclosing party (“the Information”). This Information may be disclosed either in writing, orally (oral information to be confirmed in writing within 3 days of its disclosure) or by access to computer systems or data. In consideration for the disclosing party granting this access to the Information, the receiving party agrees that:

1. Subject to clause 6 below, the receiving party will keep the Information strictly confidential and will not disclose it to any third party (except as set out below) without the prior written consent of the disclosing party.
2. The Information will only be disclosed to those employees of the receiving party who need to know for the proper performance of their duties in relation to the project, and then only to the extent reasonably necessary. The receiving party will take appropriate steps to ensure that all employees to whom access to the Information is given are aware of its confidentiality and agree to be bound by restrictions no less onerous than the terms contained in this letter.
3. The Information disclosed to the receiving party will be used solely for the purpose of sharing technical and commercial information pertaining to the **Selection of System Integrator for providing On-Prem Hardware and Managed Support Services for DGH National Data Repository**.
4. The receiving party will establish and maintain reasonable security measures to provide for the safe custody of the Information and to prevent unauthorized access to it.
5. On the termination of the receiving party’s involvement in the above project, and upon being requested to do so, the receiving party will either return the Information disclosed to it or destroy/ delete the same from its servers/ possession, including all copies thereof, within a reasonable period, subject only to the extent necessary for the maintenance of

proper professional records. Such destruction has to be certified by the authorized officer of the company supervising the destruction.

6. The obligations set out above shall not apply to any Information which:
- (a) is or becomes publicly available other than through a breach of this agreement
  - (b) is already in the possession of the receiving party without any obligation of confidentiality
  - (c) is obtained by the receiving party from a third party without any obligation of confidentiality
  - (d) is independently developed by the receiving party outside the scope of this agreement
  - (e) the receiving party is required to disclose by any legal or professional obligation or by order of any regulatory authority.
7. The receiving party acknowledges that the disclosing party retains the copyright and all intellectual property rights in the Information and that the receiving party may not copy, adapt, modify, or amend any part of the Information or otherwise deal with any part of the Information except with the prior express written authority of the disclosing party.
8. This agreement shall be governed by, and construed in accordance with, the laws of India and the High Court of Delhi shall have exclusive jurisdiction.

We would be grateful if you would also acknowledge your agreement to these terms by signing the copy of this letter and returning it to us.

Yours faithfully,

**For Directorate General of Hydrocarbons**

We agree to the above terms regulating the disclosure of the Information.

Name of the Official : \_\_\_\_\_

Designation : \_\_\_\_\_

**For and on behalf of Bidder**

Authorized Signature [In full and initials] : \_\_\_\_\_

Name and Title of Signatory : \_\_\_\_\_

Name of Firm : \_\_\_\_\_

Address : \_\_\_\_\_

#### 16.1.4. Template 4 : Bid Security Declaration

<To be submitted in company's letterhead>

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To,

<<Purchaser Name & Address>>

Dear Sir/Madam,

I/We, the undersigned, declare that-

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I /We are in a breach of any obligation under the bid conditions, including the following-
  - a) I/We have withdrawn or modified or amended, impaired, or derogated our proposal/bid from the RFP during the period of bid validity (i.e., 180 days from the last date of bid submission) specified in the RFP or for its extended period (if any); or
  - b) If I/we are found indulging in any corrupt, fraudulent, or other malpractice in respect of the bid. Or
  - c) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity I/we-
    - i. fail or refuse to execute the contract and/or
    - ii. fail or refuse to furnish the Performance Security or fail or refuse to submit the performance security within the stipulated deadline
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of-
  - (a) the receipt of your notification of the name of the successful Bidder; or
  - (b) 30 (Thirty) days after the expiration of the validity of my/our Bid.

(Authorized Signatory)

<<Signature, Name, Designation, Address, Seal, Date>>

WITNESS (two)-

.....  
(Signature)(Signature)

.....  
(Name)(Name)



#### 16.1.5. Template 5: Undertaking (no conflict of interest)

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

##### **Undertaking (no conflict of interest)**

We hereby confirm that our company \_\_\_\_\_<<Name of Bidder>> is not involved in any conflict-of-interest situation with one or more parties in this bidding process, including but not limited to –

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of purchaser regarding this bidding process; or
6. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training, and ongoing maintenance/support, in more than one bid: or
7. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the Bidders taking part in the bid process.

Signature:

Name:

Designation:

Address:

Seal:

Date:

**16.1.6. Template 6: Undertaking regarding Non-Retention of NDR Data**

**Forms of Undertaking by Contractor with regards to Non-Retention of NDR Data**

*(to be Submitted on Contractor's Company Letter head)*

To,  
Directorate General of Hydrocarbons (DGH)  
OIDB Bhawan, Plot No 2, Sector 73,  
Noida - 201301

**Sub.: Undertaking Regarding Non-retention of NDR Data**

Sir,

1. With reference to your Tender No. ----- dated ----- for -----  
and Contract No.----- dated----- , We-----*(fill  
the Name & Address of Contractor)* have been providing services under the said  
Contract.
2. We confirm that no NDR data has been retained on Cloud or any other  
media/device/system in soft or hard copies, either by us or any of our  
subcontractor(s), either in part or in full.

Date:	Signature .....
Place:	Full Name of Authorized Signatory .....
	Designation.....
	Contact Details & Address .....

**16.1.7. Template 7: No Claim Certificate**

*(On company letterhead)*

To,  
Directorate General of Hydrocarbons (DGH)  
OIDB Bhawan, Plot No 2, Sector 73,  
Noida - 201301

**NO CLAIM CERTIFICATE**

Sub: **Contract Agreement no.** \_\_\_\_\_ **dated** \_\_\_\_\_ **for the supply of**  
\_\_\_\_\_

We have received the sum of ₹\_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
in full and final settlement of all the payments due to us for the supply of the above mentioned  
contract agreement, between us and Directorate General of Hydrocarbons (hereinafter referred  
to as DGH).

We hereby unconditionally, and without any reservation whatsoever, certify that with this  
payment, we shall have no claim whatsoever, of any description, on any account, against DGH,  
against aforesaid contract agreement executed by us. We further declare unequivocally, that  
with this payment, we have received all the amounts payable to us, and have no dispute of any  
description whatsoever, regarding the amounts worked out as payable to us and received by us,  
and that we shall continue to be bound by the terms and conditions of the contract agreement,  
as regards performance of the contract.

Date: Signature .....

Place: Full Name of Authorized Signatory .....

Designation.....

Contact Details & Address .....

**16.1.8. Template 8: Undertaking by Bidder**

(On company letterhead)

To,  
Directorate General of Hydrocarbons (DGH)  
OIDB Bhawan, Plot No 2, Sector 73,  
Noida - 201301

Ref: Tender No \_\_\_\_\_ dt \_\_\_\_\_

We have read the clause mentioned in Office Memorandum No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and Order (Public Procurement No. 1) No.F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and further Order/Oms regarding restrictions on procurement from a bidder of a country which shares a land border with India.

In view of this, we certify that, *(Strike out whichever is not applicable)*

- (a) We are not from a country sharing land border with India and any registration as mentioned in said OM is not applicable to us.
- (b) We are registered with the competent authority as mentioned in said OM. The copy of registration No. \_\_\_\_\_ dt. \_\_\_\_\_ is enclosed.
- (c) We will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

Date:	Signature .....
Place:	Full Name of Authorized Signatory .....
	Designation.....
	Contact Details & Address .....

## 16.2. Annexure II: Pre-Qualification Proposal Format

### 16.2.1. Form PQ1: Bidder's Information & Covering Letter

<To be submitted in company's letterhead>

<Place>

<Date>

To,  
Directorate General of Hydrocarbons (DGH)  
OIDB Bhawan, Plot No 2, Sector 73,  
Noida - 201301

**Subject:** Submission of Bid for Contract of Tender No. ....

Dear Sir/Madam,

This is to notify that our company is submitting a bid in response to Tender No\_\_\_\_\_<Insert Tender No.> for **Selection of System Integrator for providing On-Prem Hardware and Managed Support Services for DGH National Data Repository**. Details of our company are as follows:

**Table 12: Bidder Details**

Information Sought	Details to be Furnished	
Name and address of the Bidding Company		
Incorporation status of the firm (public / private)		
Year of Establishment		
Date of registration		
Registrar of Companies (ROC) Reference No.		
Resources Details	Primary Contact	Secondary Contact
Name		
Title		
Location		
Phone		
Mobile		
Fax		
E-Mail		

We are responsible for communicating to the purchaser in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold the purchaser

responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with the purchaser on time.

We are submitting our bid for the services as per the scope and requirements of the tender document. The bids are valid for a period of 180 days from the last date of bid submission.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this RFP document including all forms, scheduled and appendices hereto, and are fully informed of all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure for bidding and evaluation. There is/are no deviations from the terms & conditions of the RFP.

We have enclosed the Bid Securing Declaration as per the tender Conditions. It is liable to be enforced in accordance with the provisions of the tender document.

**Deviations:** We declare that all the services shall be performed strictly in compliance with the Tender Document. Further, we agree additional conditions, if any, found in the bid documents, other than those stated in the tender document, shall not be given effect to.

**Bid Pricing:** We do hereby confirm that our bid prices is inclusive of all taxes and duties, as applicable on the last date of submission of bid. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

**Qualifying Data:** We confirm having submitted qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of bid, we agree to furnish the same in time to your satisfaction.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to DGH are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled DGH in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favouring our company in the evaluation process, we are liable to be dismissed from the selection processor termination of the contract with DGH.

We understand that you are not bound to accept the lowest or any bid you may receive.

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

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Company:

Address:

Seal/Stamp of bidder:

### 16.2.2. Form PQ2: Financial Strength

Based on its books of accounts and other published information authenticated by me, this is to certify that..... <<Name of the organization>> has an average annual turnover of ₹.....<<amount>> for the last three Financial Years <<mention Financial Years>>, from the IT hardware / Services as per year-wise details noted below:

**Table 13: Financial Information of the Bidder**

Financial Strength of the Organization			
Sl.	Financial Year	Annual Turnover (In ₹ )	Whether Having Positive Net Worth (Yes / No)
1.			
2.			
3.			
4.	Total Annual turnover in last three financial years from the IT hardware / Services (<<mention Financial Years>>) in ₹		
5.	Average Annual turnover for last three financial years from the IT hardware / Services (<<mention Financial Years>>) in ₹		
<p><i>Note: Enclose supporting documents of your claim as per requirement of this RFP For e.g. Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover.</i></p>			
<p>[Signature] [Name] [Designation] Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company) Seal/Stamp &lt;&lt;Certificate by Statutory Auditor of the Bidder&gt;&gt;</p>			



**16.2.3. Form PQ3: Self declaration for non-black listing**

The certificate below is to be provided by the Bidder

<To be printed on Company letterhead>

**Self-declaration for non-black listing**

We confirm that neither we nor the proposed OEMs have been blacklisted or debarred or banned by any ministry/department/attached offices/subordinate offices under Government of India, any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs in India or any Statutory or Regulatory or Government Authorities for corrupt, fraudulent or any other unethical business practices, during the last 5 years, reckoned from the last date of original bid submission.

Sincerely,

(Signature)

(Name & Signature of Key Managerial Personnel)

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

(Name and Address of Company)

Seal/Stamp

#### 16.2.4. Form PQ4: Undertaking from Product OEM

<To be issued by the respective OEMs on it's Letterhead >

Certificate shall be submitted by the Bidder for - Thin clients,  
Plotter, Scanner, Printers, High end Workstations, NAS Storage,  
Networking Devices (L2 & L3 Switch and firewall), Server and Backup  
software

<Place>

<Date>

To,  
Directorate General of Hydrocarbons (DGH)  
OIDB Bhawan, Plot No 2, Sector 73,  
Noida - 201301

**Subject:** Submission of Undertaking against Tender No. ....

Dear Sir/Madam,

1. We hereby authorise \_\_\_\_\_ (*Name of the Bidder*) to quote for our following products as per details below against your Tender No. \_\_\_\_\_ dt \_\_\_\_\_:

Sl	Name of Product	Model No

2. We confirm that we shall, jointly with the Bidder, work towards ensuring timely supply, installation and commissioning of all the above items as per terms of the contract.
3. We confirm that the products as listed above are in our regular list of manufacture and shall not be declared End-of-Life / End-of Support during the entire contract duration of 6 years.
4. We confirm that we shall provide, through the Bidder, On-Site Warranty and Post Warranty Comprehensive AMC support for the above product(s), including software

upgrades, updates, availability of spares parts & consumables, availability of hardware/software module required for scalability, over the entire contract duration of 5 years (including 1 year extension, if any).

5. We confirm that our Technical team shall provide all requisite support to purchaser during the tenancy of this contract.
6. We confirm that in case the bidder \_\_\_\_\_ (*Name of the Bidder*) defaults in his obligations with respect to Warranty/Comprehensive AMC/Support service in respect to our above listed product(s), we shall support the product(s) as per terms of the contract of this tender.

Certified that the above is true to the best of our knowledge.

Sincerely,

(Signature)

(Name & Signature of Key Managerial Personnel)

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

(Name and Address of Company)

Seal/Stamp

#### 16.2.5. Form PQ5: Pre-Qualification (PQ) Document Checklist

**Table 14: PQ Document Checklist**

SI	Name of the Document	Attached (Yes/No/ NA)	Reference Page No's
1	Cover letter signed by authorised signatory of the bidder <b>(Form PQ1)</b> along with Authorisation letter authorizing the person to be the authorized signatory.		
2	Undertaking for Local Content		
3	Certificate of Registration/ Incorporation, Copy of GST Registration, Copy of TAN/PAN card, PQ criteria <b>(Section 6.2.1, Table- 5, SI 1.0)</b>		
4	Experience credentials of Bidder <b>(Section 6.2.1, Table- 5, SI 2.0)</b>		
5	Certificate <b>(Form PQ2)</b> certifying the Net Worth, Annual Turnover, PQ criteria <b>(Section 6.2.1, Table- 5, SI 3.0 &amp; SI 4.0 )</b>		
6	Undertaking <b>(Form PQ3)</b> that the Bidder has not been blacklisted or debarred, PQ criteria <b>(Section 6.2.1, Table- 5, SI 5.0)</b>		
7	<b>Form PQ4:</b> Undertaking(s) from product OEM (s) regarding full support for the product(s) in case bidder defaults to fulfil his obligations as per the Terms of the contract <b>(Section 6.2.1, Table- 5, SI 6.0)</b>		
8	Copy of Bid specific Manufacturers Authorisation Form (MAF) for the supplied items including AMC support over the entire contract period, including extensions <b>(Section 6.2.1, Table- 5, SI 7.0)</b>		
9	Any other document as required under this RFP		

Date: \_\_\_\_\_ Signature .....

Place: \_\_\_\_\_ Full Name of Authorized Signatory .....

Designation.....

Contact Details & Address .....

### 16.3. Annexure III: Technical Qualification Proposal Format

#### 16.3.1. Form TQ1: Bidder's information

Following information are required to be filled by Bidder (Bidder may add rows if required)

**Table 15: Bidder Details**

Sl	Information Requirement	Details
1	Type of the Bid	Individual
2	Name of the Bidder	
3	Address of place of business	
4	Nature of Business	
5	Number of years in the business of providing IT services	

Date: Signature .....

Place: Full Name of Authorized Signatory .....

Designation.....

Contact Details & Address .....

### 16.3.2. Form TQ2: Compliance to Technical Specification

The specification as mentioned below are the minimum requirements and bidders may offer same or higher specification.

#### 1. Thin Client/Desktop with Dual Monitor

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Display (Dual Monitor)	2 Nos of Monitors, each of display size of minimum 32 inch (resolution of 3840 x 2160 @ 60 Hz)) with Necessary mounting kit to Mount	
3	Chipset	Commercial Class Intel® Q670 Chipset	
4	Processor	Intel 12th Generation Core i5 Processor with minimum 2.0 GHz base frequency and 6 cores.	
5	Memory	32 GB DDR4-3200 Memory expandability up to 64 GB with 2 DIMM Slots	
6	Storage	256 GB PCIe NVMe SSD	
7	Graphics	Intel® UHD Graphics 770	
8	Audio	Integrated audio controller with the internal speaker of at least 2W	
9	Operating System	Microsoft Windows 10/11 Professional with OEM Recovery DVD or option of Cloud Recovery	
10	Networking	Integrated Intel Gigabit 10/100/1000 Ethernet Controller	
11	Ports	Intel® Wi-Fi 6E AX211 802.11ax 2x2 with Bluetooth®	
		Display Port (DP) : 2, HDMI : 1 RJ45 : 1 USB 3.2 Gen 1 : 2 USB 3.2 Gen 2 : 1 Type C 3.2 Gen 2X2 : 1	
12	Slots	2 M.2 PCIe for WLAN & Storage and 1 SATA port	
13	Keyboard	USB Wired Keyboard, Unit should have provision to power on with keyboard	
14	Mouse	USB Wired Mouse with scroll button	
15	Power Supply	230 volts , 50 Hz	
16	Security	Hardware based endpoint security controller TPM 2.0	

		Integrated Intrusion Sensor	
		Support for chassis cable lock devices & Support for chassis padlocks devices	
		Drive lock option for HDD to secure Data	
		Integrated protection from malware that lurks on malicious websites	
		Integrated real-time detection and prevention of zero-day threats and advanced persistent threat (APT) attacks for Windows applications	
17	Manageability	Out of band management independent of the power state and operating system state of PC	
		Integrated utility to enables hardware level testing outside the operating system & Drivers should be available on OEM Website for download	
18	Certifications	Microsoft Windows 11	
		FCC,CE, RoHS, UL, EPEAT, Energy Star, TCO, MIL STD 810	
		ISO 9001,14001,20001,27001 for OEM	
19	Warranty and comprehensive AMC	On-Site Warranty and Post Warranty Comprehensive AMC	
20	Software Licences including	1. Microsoft 365 Business Standard 2. Centrally managed antivirus solution	

## 2. A0 Plotter

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Print Technology	Thermal	
3	Print Languages	Adobe PostScript 3, Adobe PDF 1.7, TIFF, JPEG, CALS G4,	
4	Model Size	1118 mm	
5	Print Speed	Speed:- 85.1 m <sup>2</sup> /hr1 (916 ft <sup>2</sup> /hr1 )	
6	Print Resolution	2400 X 1200 dpi	
7	Print Quality Colour (Best)	Up to 2400 x 1200 optimized dpi	
8	Printer Drivers Included	Raster and PostScript drivers for Windows and Linux; PDF driver for Windows 10 and above	

9	Internal Storage	500 GB self-encrypting	
10	Memory	128 GB	
11	Connectivity, Standard	Ethernet, Fast Ethernet, Gigabit Ethernet, 10/100/1000Base-T Ethernet (802.3, 802.3u, 802.3ab); Hi-Speed USB 2.0 certified interface for direct printing from USB flash drive	
12	Power	230 V, 50 Hz	
13	Finished Output Handling	Two automatic roll feeds, smart roll-switching, top sheet feed, media output bin, automatic horizontal cutter, and vertical trimmer	
14	Media Types	Photographic, fine art printing material, self-adhesive, banner and sign, bond and coated, backlit	
15	Media Sizes Supported	A4, A3, A2, A1, A0	
16	Warranty and comprehensive AMC	On-Site Warranty and Post Warranty Comprehensive AMC	

### 3. A0 Scanner

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Scanner Type	Large Format A0 Scanner	
3	Image Sensor Type	Colour linear CCD	
4	Resolution	1200 dpi	
5	Scanning Area	841 mm x 1189 mm (33.1" x 46.8")	
6	Scanning Speed	Colour: up to 15 cm/sec (6 in/sec), Grayscale: up to 33 cm/sec (13 in/sec);	
7	Supported File Types	Scan Format, JPEF, TIFF, PDF, DWG, OCR	
8	Connectivity	LAN Network connectivity	
9	USB Bus Power	High-speed USB 3.0	
10	Warranty and comprehensive AMC	On-Site Warranty and Post Warranty Comprehensive AMC	



#### 4. A3 Colour MFP Printer

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Speed	At Least 25 ppm for colour printing	
3	Memory	256 MB or Higher/expandable	
4	Function	Colour (Printer and Scanner)	
5	Printer	Printer quality / Technology: Laser Resolution: 600X600 dpi or higher (Black/Mono/Colour) Network Protocols: TCP/IP Duplex Printing: Automatic/Standard	
6	Scanner	Type: Flatbed, ADF Scanning: Colour & BW(Mono) Scan Size: up to A3 Size File Formats: PDF, JPG, TIFF, OCR Scan resolution optical: 600 dpi or higher Grey Scale levels 256 Scan to e-mail, scan to folder, scan to PC, scan to network folder, (some features network, system, and software)	
7	Paper Handling	Media Size: A3, A4, A5, A6, B5, Post cards, envelopes Media Type: Paper (Laser, Plain, Photo, rough, vellum), envelopes, Input Tray: Standard: 1 x250- sheet paper tray, 100-sheet multi – bypass tray 50-sheet automatic document feeder (ADF)	
8	Interface and Connectivity	Built-I 1Gigabit Ethernet 10/100 Base-T network port (wired Ethernet) connectivity with one RJ-45 port and one HI –Speed USB 3.0 port	
9	Warranty and comprehensive AMC	On-Site Warranty and Post Warranty Comprehensive AMC	

## 5. Bar Code Scanner

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Network Accessibility	Bluetooth 2D Barcode Scanner should work through Wireless/ Bluetooth/USB cable connection. Compatible with iOS, Android, Window PC/tablet computers and mobile phones.	
3	Application	It should not require download or install any software or apps	
4	Vibration Capability	Barcode Scanner should have vibration capabilities to help in noisy environments. Can read various types of 1D, 2D, QR Code. Supports lightning scanning and upload of blurry or broken barcodes under strong and dim light.	
5	Transmission	For Wireless/Bluetooth transmission distance - 10 meters.	
6	Readability	Scanner should be able to read various types of 1D, 2D, QR Code. including UPC, EAN, Code128, Code39, Code11, Codabar and many others; Scan 2D barcodes including PDF417, Data Matrix, QR Code, Aztec, MicroPDF, Interleaved and others.	
7	Battery	It should have inbuilt chargeable battery with charging facility and can support 9 hours of continuous scanning and 2 months of standby time.	
8	Warranty and comprehensive AMC	On-Site Warranty and Post Warranty Comprehensive AMC	

## 6. Bar Code Printer

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Interface Options	USB	
3	Printer Type	Industrial	
4	Max Roll Outer Diameter	DELETED	
5	Label Core	DELETED	
6	Print Speed	DELETED	
7	Print Resolution	300 dpi and above	

8	Print Method	Thermal Transfer	
9	Support Label width	6 mm to 36 mm	
10	Max Label Width	DELETED	
11	Included Features	DELETED	
12	Ribbon Core	DELETED	
13	Warranty and comprehensive AMC	On-Site Warranty and Post Warranty Comprehensive AMC	

## 7. High End Workstation

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Processor	Processor: Intel, Dual Processor each with 24 cores 2.5Ghz or higher, x86_64 OR Intel, 48 and above core with single processor, 1.9 Ghz or higher, x86_64	
3	Chipset	Intel® W790 chipset or higher on supported motherboard	
4	Display (Dual Monitor)	2 Nos of Monitors, each of display size of minimum 32 inch (resolution of 3840 x 2160 @ 60 Hz))with Necessary mounting kit to Mount	
5	RAM	512 GB ECC, DDR5, 4800 MHz memory; Total 8 DIMM Slots	
6	BIOS	BIOS of the Workstation to have tool for Enhanced security features like self-healing, regular checks.	
7	Drive Controllers	Onboard 5 nos SATA @ 6Gbps (RAID 0,1,5,10)	
8	Hard Disk	2 x 1TB M.2 PCIe NVMe SSD with RAID 1 4x 4 TB Enterprise Grade SATA	
9	Optical Drive	9.5mm Slim Super Multi DVD Writer	
10	Graphics Card	NVIDIA RTX A4500 24GB or higher	
11	Bays	Minimum Bay: 1 External 2 x Internal 3.5" 2x M.2 PCIe x4 Gen3 Slot for SSDs	
12	Slots	1 x PCIe x16 Gen5 2x PCIe x4 Gen4	

		2 x PCIe x16 Gen4 All PCI Express slots should be open-ended.	
13	Security	DELETED	
14	Ports	Port Configuration :  1 x Headphone/ microphone combo, 5 x SuperSpeed USB Type-A 5Gbps Signalling Rate ,  5 x SuperSpeed USB Type-A/C 5Gbps Signalling Rate, 1 x Audio Line-In / Out, 2 x 10G Base-T Network Ports	
15	Keyboard and Mouse	Minimum 104 keys USB Keyboard and USB Optical Scroll mouse - Same make as that of the workstation	
16	Audio	High Definition Integrated Audio	
17	Operating System	Latest Windows 11 Pro	
18	Additional Software	1. Centrally managed antivirus solution. 2. The tuning software should have modules for resource monitoring over a long period of time, and should be capable of showing GPU utilization (GPU, Graphics memory and Codec activity) for both Graphics and GPU Compute cards. 3. A complete Offline Diagnostics and Asset Discovery software suite should be supplied along with the system.  4. Microsoft 365 Business standard	
19	Warranty and comprehensive AMC	On-Site Warranty and Post Warranty Comprehensive AMC	

#### 8. NAS Storage

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Capacity & Scalability	1. Offered Storage array shall be supplied minimum with 50TB usable Capacity using 7.68 TB encrypted NVMe SSD drive and shall be configured in Raid 6. Vendor shall not use more than 10D+2P while sizing the array.	
		2. Offered storage shall be scalable to more than 350TB raw physical capacity using NVMe SSD drives.	

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		3. Offered Storage shall be able to protect at-least 2 drives failure simultaneously within a given raid group.	
		4. Storage solution shall be configured with File Header to provide NFS and CIFS/SMB Protocol.	
3	Data Availability and All Flash	1. Offered storage shall be an array which can provide enterprise class resiliency & 99.9999% data availability guaranteed architecture along with all NVMe controllers.	
		2. 99.9999% data availability guaranty shall be mentioned on vendor web site for the offered model. If vendors are not supporting the 99.9999% data availability as per their web site then vendor shall quote additional Controller and 10% additional capacity as cold spare along with array for mitigating the failure situations.	
4	Storage Encryption	1. Vendor shall offer only the encrypted drives with appropriate encryption licenses. Vendor shall not offer any controller based or Software based encryption.	
		2. Offered encrypted drives shall support both KMIP 1.3 or latest for key management solutions. Vendor shall offer at-least internal Key manager engine for key management.	
5	No. of Controllers	Offered Storage array shall be offered with at-least dual controllers.	
6	Memory and CPU Processing Power	1. Offered Storage array should have at-least 512GB memory across both controllers.	
		2. Offered storage controller shall be based upon at-least PCI 3.0/4.0 technology and offered storage shall be offered with at-least 16 number of CPU cores.	
7	Architecture & Processing Power	1. Offered storage array shall be true Active-active so that every logical disk is striped across all offered drives and all drives shall be able to contribute the IOs to both controllers simultaneously.	
		2. Offered storage array shall have native virtualization support so that Raid can be carved out from a logical space instead of dedicating separate physical disks for each application.	
8	No Single point of Failure	Offered Storage Array shall be configured in a No Single Point of configuration including Array Controller card, Cache memory, FAN, Power supply etc.	

9	Host Ports and Back-end Ports	1 Offered Solution shall have minimum of 4x 16/32Gbps Fiber Channel ports and 4x10Gbps Ethernet port.	
		2. Offered storage shall support both Fiber Channel (FCP) as well as NVMeOF over Fiber channel.	
		3. PCI 3.0/4.0 slot of the Fiber channel card shall have at-least 16 lanes so that each offered port can work at line speed even after upgrading to 64Gbps	
		4. Each offered controller shall have minimum of 48 PCI 4.0 lanes for NVMe disk connectivity OR for 3.0 PCI lanes, bidder has to provide 256 GB additional cache to meet the performance	
		5 For maximizing the overall performance and NVMe SSD endurance, offered storage array shall support full RAID stripe write to backend disk drives for eliminating the white space issues of NVMe SSD drives. Vendor shall provide the documentary proof /letter signed by the respective OEM's authorised signatory	
		6. Offered Storage array system shall also support 2 x 10/25Gbps ethernet ports for storage-based replication.	
10	Global Hot Spare	1. offered Storage Array shall support distributed Global hot Spare for offered Disk drives.	
		2. Global hot spare shall be configure as per industry practice.	
11	Quality of service	1. Offered storage array shall support quality of service for critical applications so that appropriate and required response time can be defined for application logical units at storage. It shall be possible to define different service / response using Performance Policy for different application logical units.	
		2. DELETED	
		3. DELETED	
12	Capacity efficiency	1. Offered storage array shall support inline data efficiency engine (Supporting Thin Zero detect and re-claim, De-duplication and Compression) and shall be enabled by default.	

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		2. Vendor shall have flexibility to enable / disable the data efficiency engine at the time of Volume creation.	
		3. Storage subsystem shall be supplied with Thin Provisioning, Thin Re-claim, Snapshot, remote replication, De-duplication, Compression, Performance Monitoring, and Quality of service on day 1 for the supplied capacity of the array.	
13	Firmware Upgrade	Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives without any reboot of controller.	
14	Snapshot / Point in time copy & No. of Volumes	1. The storage array should have support for controller-based snapshots (At-least 255 copies for a given volume).	
		2. Offered Storage array shall support at least 6000 base volume on the storage array without snapshot and clone.	
15	Remote Replication	1. The storage array should support hardware based data replication at the array controller level across all models of the offered family.	
		2 Offered Storage array shall support both Synchronous and Asynchronous replication across 2 storage arrays natively without using any third party solution	
		3. Offered storage array shall have capability to create the application consistency group for replication operations. Shall have flexibility to have more than 75 volumes per consistency group.	
		6. Offered storage subsystem shall support incremental replication after resumption from Link Failure situation or during failback operations.	
16	Multi-tenancy	DELETED	
17	Warranty and comprehensive AMC	On-Site Warranty and Post Warranty Comprehensive AMC	

## 9. L2 Switch (24 Ports)

Sl.	Specifications	Compliance (Yes/No)
1	Make (Should be the same as L3 Switch) & Model : (To be filled by the Bidder)	
2	Device should have 24 x 10G and min 4 or higher x 40/100G QSFP28 fully populated from day 1	
3	Device should have total Throughput of 1.2 Tbps and latency packet forwarding less than 4 microseconds	
4	Device should support upto 128K MAC address and 24K IPv4 Prefix routes	
5	Device should support 4K VLANs, 9216 Jumbo frames and layer-2 loop avoidance protocols like MST, per-vlan RSTP, a BPDU Guard, Loop Guard	
6	Device should support port ACL with I2, L3 and L4 parameters and support IEEE 802.1D, 802.1Q, Q-in-Q, 802.1w, 802.1s and 802.1x standards	
7	Device should support Routing Protocols: OSPFv2 with multiple instances, OSPFv3, BGP, MP-BGP, RIPv2, Policy Based Routing (PBR) for IPv4 and IPv6, VRRP V4 and V6	
8	Device should support VXLAN+EVPN leaf-spine overlay technology supporting type-1 to type 3 and type -4/5 routes, IPv4 and IPv6 clients in EVPN based overlay network with support for active-active EVPN multi-homing	
9	Device should support IGMP v2/v3, PIM-SM / PIM-SSM, VRF Support for IP Multicast, Multicast Source Discovery Protocol (MSDP) or equivalent	
10	Device should support Hitless upgrade & reloads in MLAG / VPC setup and standalone (non-stack) setup, without adversely affecting the forwarding plane with sub second data outage during upgrade.	
11	Device should have 1+1 redundant & hot-swappable Fans with support for both front-to-rear and rear-to-front airflow options	
12	Device should have 1+1 redundant & hot-swappable power with support for both AC and DC power supply options.	
13	Should support Storm control and Control Plane protection (CoPP) and support port ACL with I2, L3 and L4 parameters	
14	Device should support security-group based segmentation of hosts independent of the network constructs like VLAN, VRF and NVO.	
15	Device should support IEEE 802.1x Authentication framework, MAC authentication, Dynamic VLAN assignment, Dynamic ACL assignment and CoA.	
16	should support real time state streaming for advance monitoring from day 1	
17	Should Support telnet, industry standard hierarchical CLI, SSHv2, HTTPS, SCP, SFTP, CLI task scheduler and configuration session.	



18	Device should support real time data collection with sflow/netflow.	
19	Device should support advanced mirroring features and port mirroring	
20	DELETED	
21	should support 8 queues per port, WRED and DSCP for CPU generated traffic, IEEE 802.1Qaz DCBX (Data Center Bridge Exchange), 802.1Qbb PFC (Priority-based Flow Control) and Explicit Congestion Notification (ECN), Weighted Fair Queue or Weighted round robin or equivalent, rate limiting function like policing and shaping	
22	should be certified for NDcPP common criteria	
23	should have IPv6 ready logo certification	
24	Transceivers should be from Same OEM as of Device.	
25	Hardware replacement warranty and TAC support should be directly from the OEM.	
26	On-Site Warranty and Post Warranty Comprehensive AMC	

#### 10. L3 Switch (24 Ports)

Sl.	Specifications	Compliance (Yes/No)
1	Make (Should be the same as L2 Switch) & Model : (To be filled by the Bidder)	
2	Device should have 24 x 10G and 8 x40/100G QSFP28 fully populated from day 1	
3	The Switch shall support throughput of minimum 1.2 Tbps and should be line rate	
3	The Switch should have in-built Buffer Memory of minimum 3GB for lossless architecture	
4	The Switch shall provide minimum 2 Hot Swappable Fans and Power Supply for 1+1 redundant Operations	
5	The Switch Shall support Redundancy protocols like VRRP /VRRPV6 (Virtual Switch Redundancy protocol) or HSRP (Hot Standby Routing Protocol)	
6	The Switch Shall support L3 Routing protocols like RIPv2/OSPF, OSPFv3, BGP, MP-BGP, VRF, VRRP, BFD, IPv6, IPv4 features	
7	The Switch shall Support upto 64-Way Equal or higher Cost Multipath Routing (ECMP)	
8	Switch Shall support minimum 128K mac address scale or higher , 128K IP4 LPM routes or higher , 1K or higher ACL entries , 10K or higher IPv4 multicast routes	
9	The Switch should support Quality of Service (QoS) features, 802.1P based classification, DSCP based classification and remarking, Strict	

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	Priority Queuing, Per Priority Flow Control (PFC) , 8 Queues per port	
10	The Switch Shall support Real time state streaming Telemetry	
11	The Switch shall support VXLAN-EVPN, EVPN active/active multi-homing, Integrated Routed and Bridging with VXLAN	
12	Switch should be provided with licenses to activate mentioned capabilities on day 1	
13	The Switch shall support IGMPv2 & igmpv3 snooping, IGMP snooping proxy, MLDv2 and PIM-SSM	
14	The Switch Shall support Ingress / Egress ACLs with L2, L3, L4 Fields, Control Plane Protection	
15	The Switch shall support DHCP Relay / Snooping, Radius and TACACS + authentication	
16	Switch Operating System should be EAL3/NdcPP certified	
17	The Switch OS Shall support Zero touch provisioning	
18	The Switch should support L2/L3/L4 Filtering	
19	The Switch shall support Event Managers, Even Monitor and other Linux Tools	
20	should have programmability and automation support with on board python, bash and docker containers.	
21	The Switch shall support Integrated packet capture and analysis with TCP Dump	
22	The Switch Shall have support for CLI, Telnet, SSHv2 and SNMPv3 S	
23	The Switch shall support Real Time Telemetry	
24	The Switch shall support Management over IPv6	
25	The Total solution should come with all required feature licenses from first day of installation	
26	The Total solution should come with the latest and updated version available at no extra cost	
27	Proposed Device Should be EAL/NDcPP/NDPP common criteria certified.	
28	Device Hardware, OS, optics, TAC support and NBD hardware replacement support should be quoted from a single OEM. OEM should have 24x7 TAC support.	
29	On-Site Warranty and Post Warranty Comprehensive AMC	

### 11. Next Generation Firewall (NGFW)

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	3rd Party Test Certification	DELETED	
3	Equipment Test Certification	Equipment Test Certification - ICSA, FCC, CE, VCCI and CB Certified	
4	Architecture	The proposed NGFW solution architecture should have Control Plane separated from the Data Plane in the Device architecture itself, whereby Control Plane should handle Management functions like configuration, reporting and route update & Data Plane should handle Signature matching (like exploits, virus, spyware, CC#), Security processing (like apps, users, content/URL, policy match, SSL decryption, app decoding etc) & Network Processing (like flow control, route lookup, MAC lookup, QoS, NAT etc).	
		The proposed firewall must have min 4 physical cores with x86 processor /ASIC based solution. NGFW should support HA as Active/Passive and Active/Active configuration.	
5	Interfaces and Storage	Min 8 x 1 Gig Copper interfaces and 2*10G SFP/RJ45 Combo Ports from day 1 with 10G SFP SR transceivers. The NGFW appliance should have minimum onboard 128 GB capacity"	
6	Performance Capacity	A Minimum NG Firewall application control throughput in real world/production environment/Application Mix – minimum 2.5 Gbps with Application-ID/Application Control and Logging enabled, 1.5Gbps IPSec VPN throughput or more with 64 KB HTTP transaction size. Bidder should provide an undertaking of the same.	
		The NGFW should support minimum 35K new Layer 7 sessions per second and minimum 200K concurrent Layer 7 sessions	
7	Next Generation Firewall Features	The proposed firewall shall have native network traffic classification which identifies applications across all ports irrespective of port/protocol/evasive tactics. It shall be able to handle (alert, block, or allow)	

		unknown/unidentified applications like unknown UDP & TCP.	
		DELETED	
		The proposed firewall shall be able to implement Zones, IP address, Port numbers, User id, Application id and threat protection profile under the same firewall rule or the policy configuration	
		Solution should be have machine learning capabilities on the data-plane to analyze web page content to determine if it contains malicious JavaScript or is being used for credential phishing. Inline ML should prevent web page threats from infiltrating network by providing real-time analysis capabilities.	
8	Threat Protection	The firewall solution should have protocol decoder-based analysis to detect network and application exploits. t should block known network and application-layer vulnerability exploits. Shall support on box Anti-Virus/Malware, Anti Spyware signatures and shall also support content-based signature beyond hash based signature	
		Intrusion prevention signatures should be built based on vulnerabilities, stopping multiple exploit attempts on known vulnerabilities.	
		Threat Protection - AV scans for HTTP, SMTP, IMAP, POP3, FTP, SMB with actions such as allow, deny, alert etc. AV scanning shall also be available per Application to include or exclude Applications.	
		Should support Zero day prevention. Shall have protection for at least 14000 or more IPS signatures and integrate with Snort and Suricata integration.	
		Allow 3rd party threat intelligence data on malicious Ips, URLs and Domains. Vendor should also dynamically push dynamic block list with latest threat intelligence.	
		Native protection against credential theft attacks (no endpoint agents), automatically identify and block phishing sites, prevent phishing sites, prevent use of stone credentials.	
9	Advanced Persistent Threat (APT) Protection	The proposed NGFW shall have provision to enable APT. The NGFW analysis engine should be based on ML supporting both static and dynamic	

		analysis engine.	
		The solution should be able to use AV and Zero Day signatures based on payload and not just hash values. It should also support protection signatures based on unknown malware emulation and payload/content.	
10	Network Address Translation	The proposed firewall must be able to operate in routing/NAT mode, shall support NAT, PAT and Dual Stack IPv4/IPv6, and dynamic IP reservation, tunable dynamic IP and port oversubscription.	
11	DNS Security	DNS Security: The solution should support DNS security in line mode and provide protection against various threats, including data theft, command and control (C&C) attacks, and DNS tunneling. It should block known bad domains, utilize predictive analytics, and have a global threat intelligence database for effective prevention and detection of malicious domains.	
		Dynamic Updates and Integration: The solution should have dynamic updates for maintaining a list of known botnet C&C addresses and integrate with multiple sources of threat intelligence. It should correlate and integrate with URL filtering, leverage human-driven adversary tracking, and support automated responses to identify infected machines and sinkhole malicious domains.	
		Policy Formation and Response: The solution should support simple policy formation for dynamic actions such as blocking domain generation algorithms and sink holing DNS queries. It should provide DNS tunnel inspection, neutralize DNS tunneling, and offer automated responses to cut off command and control, identify infected users, and neutralize threats promptly.	
12	URL Filtering Capabilities	Protection against Evasive Techniques: The NGFW should provide protection against evasive techniques such as cloaking, fake CAPTCHAs, and HTML character encoding based attacks right from the start. This ensures robust security against advanced evasion methods employed by attackers.	
		Custom Category Creation: The NGFW should offer flexibility in creating custom categories to cater to different needs related to risk tolerance, compliance, regulation, or acceptable use. This allows organizations to tailor the firewall policies	

		according to their specific requirements and security standards.	
		Policy Creation for Cached Results and Internet Archives: The NGFW should support policy creation around end user attempts to view the cached results of web searches and internet archives, enabling organizations to define and enforce policies to manage access to cached content effectively.	
13	Authentication	Solution should support the following authentication protocols: LDAP, RADIUS, Kerberos. Also SSL VPN shall support LDAP, Radius, Kerberos, SAML or any combination of these.	
14	Support & Warranty	The NGFW should be proposed with subscription licenses for NGFW, NGIPS, Anti-Virus, Anti Spyware, Advanced APT protection, URL filtering, and DNS Security features as mentioned above bundled from day 1.	
		On-Site Warranty and Post Warranty Comprehensive AMC	

## 12. Server (for use with Paradigm Application)

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Chassis	2U Rack Mountable	
3	CPU	Minimum 1 - Intel Xeon-Gold 32-core Processor(x86_64)	
4	CPU- Cores	Minimum 32 Cores with 2.2GHz of Speed 3200MT/s	
5	Memory	Minimum 256GB of Memory (32GB Modules)	
		32DIMM slots should be available	
		Memory scalable up to 2.0TB	
6	Boot DISK	Minimum 512 GB SSD	
7	HDD Bays	Minimum 8 SFF HDD	
8	Hard disk drive	Minimum 3 TB usable space in RAID6 HDD SAS 12G Mixed used.	
		Should support Hot Plug SFF SATA/SAS/SATA SSD/SAS SSD and NVMe drives	

9	Controller	Server should support one of the below controllers, must support Mixed Mode which combines RAID and HBA mode operation simultaneously or Server should support the controller supporting multiple RAID types.	
		PCIe 4.0 based x16 RAID controller with 4GB Flash backed write cache, supporting RAID 0, 1, 1 TP, 10, 10 TP, 5, 6, 50, 60 with 16 SAS/SATA/NVME lanes supporting up to 16 direct-connected storage devices (SAS/SATA/NVMe). Controller must support 6G SATA, 12G/24G SAS, Gen 3/Gen4 NVMe. Storage controller should support Secure encryption/data at rest Encryption	
10	Networking features	1. 10Gb 2-port Ethernet adaptor – minimum requirement	
		2. 2x 16Gbps Single port Fibre channel card – minimum requirement	
11	Interfaces	Serial - 1 (Optional)	
		USB 3.0 support With Up to 5 total	
12	Bus Slots	Server should support up to eight PCI-Express 4.0 slots, at least two x16 PCIe slots	
13	Power Supply	Should support hot plug redundant low halogen power supplies with minimum 94% efficiency	
14	Fans	Redundant hot-plug system fans	
15	Industry Standard Compliance	ACPI 6.3 Compliant	
		PCIe 4.0 Compliant	
		WOL Support	
		Microsoft® Logo certifications	
		PXE Support	
		USB 3.0 Compliant	
		Energy Star	
		SMBIOS 3.2	
		Redfish API	
		IPMI 2.0	
		Secure Digital 4.0	
		TPM 1.20 and 2.0 Support	
		Advanced Encryption Standard (AES)	
		Triple Data Encryption Standard (3DES)	

		SNMP v3	
		TLS 1.2	
		DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH CLP)	
		Active Directory v1.0	
		ASHRAE A3/A4	
		UEFI (Unified Extensible Firmware Interface Forum) 2.6	
16	System Security	UEFI Secure Boot and Secure Start support	
		Tamper-free updates – components digitally signed and verified	
		Immutable Silicon Root of Trust	
		Ability to rollback firmware	
		FIPS 140-2 validation	
		Secure erase of NAND/User data	
		DELETED	
		TPM (Trusted Platform Module) 1.2 option	
		Configurable for PCI DSS compliance	
		TPM (Trusted Platform Module) 2.0 option	
		Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser	
		Bezel Locking Kit option	
		Support for Commercial National Security Algorithms (CNSA)	
		Chassis Intrusion detection option	
		Secure Recovery – recover critical firmware to known good state on detection of compromised firmware	
17	Operating System	Red Hat Enterprise 8.6 Linux (64-bit) and above	
18	Secure encryption	System should support Encryption of the data (Data at rest) on both the internal storage and cache module of the array controllers using encryption keys. Should support local key management for single server and remote key management for central management for enterprise-wide data encryption deployment.	
19	Provisioning	1. Should support tool to provision server using	



		RESTful API to discover and deploy servers at scale	
		2, Provision one to many servers using own scripts to discover and deploy with Scripting Tool (STK) for Windows and Linux or Scripting Tools for Windows PowerShell	
20	Firmware security	1 For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable or equivalent OEM technology to facilitate this without compromising the functionalities.	
		Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory-tested secured firmware with automatic recovery and requirement of any 3rd party Hardware/Software	
21	Embedded Remote Management and firmware security	1. System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication	
		2. Server should have dedicated 1Gbps remote management port	
		3. Server should support agentless management using the out-of-band remote management port	
		4. The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur	
		5. Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available	
		8. Should support RESTful API integration	
		9. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated	

		phone home support	
		10. Server should have security dashboard: displaying the status of important security features, the Overall Security Status for the system, and the current configuration for the Security State and Server Configuration Lock features.	
22	Server Management	Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data centre. It should provide an at-a-glance visual health summary of the resources user is authorized to view.	
		The Dashboard minimum should display a health summary of the following:	
		• Server Profiles	
		• Server Hardware	
		• Appliance alerts	
		The Systems Management software should provide Role-based access control	
		Zero Touch Provisioning (ZTP) using SSDP with remote access	
		Management software should support integration with popular virtualization platform management software like VMware vCenter & vRealize Operations, and Microsoft System Center & Admin Center	
		Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.	
		Should provide an online portal that can be accessible from anywhere. The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contracts and status.	
		Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.	
		Should have dashboard for firmware baselines while performing minimum required firmware checks and highlighting out-of-compliance devices for updates with the selected firmware baseline	
		The Server Management Software should be of the	

		same brand as of the server supplier.	
23	Warranty and comprehensive AMC	On-Site Warranty and Post Warranty Comprehensive AMC	

### 13. Workstations for use with Paradigm application

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Processor	Processor: Intel, Dual Processor each with 24 cores 2.5Ghz or higher, x86_64 OR Intel, 48 and above core with single processor, 1.9 Ghz or higher, x86_64	
3	Chipset	Intel® W790 chipset or higher on supported motherboard	
4	RAM	512 GB ECC, DDR5, 4800 MHz memory; Total 8 DIMM Slots	
5	BIOS	BIOS of the Workstation to have tool for Enhanced security features like self-healing, regular checks.	
6	Drive Controllers	Onboard 5nos SATA @ 6Gbps (RAID 0,1,5,10)	
7	Hard Disk	2 x 1TB M.2 PCIe NVMe SSD with RAID 1 for OS Boot 4x 4 TB Enterprise Grade SATA	
8	Optical Drive	9.5 mm Slim Super Multi DVD Writer	
9	Graphics Card	NVIDIA RTX A4500 24GB or higher	
10	Bays	Minimum Bay: 1 External 2 x Internal 3.5" 2x M.2 PCIe x4 Gen3 Slot for SSDs	
11	Slots	1 x PCIe x16 Gen5 2x PCIe x4 Gen4 2 x PCIe x16 Gen4 All PCI Express slots should be open-ended.	
12	Security	DELETED	
13	Ports	Port Configuration : 1 x Headphone/ microphone combo, 5 x SuperSpeed USB Type-A 5Gbps Signalling Rate , 5 x SuperSpeed USB Type-A/C 5Gbps Signalling Rate, 1 x Audio Line-In / Out, 2 x 10G Base-T Network Ports	

14	Keyboard and Mouse	Minimum 104 keys USB Keyboard and USB Optical Scroll mouse - Same make as that of the workstation	
15	Audio	High Definition Integrated Audio	
16	Operating System	Red Hat Enterprise 8.6 Linux (64-bit) and above	
17	Additional Software	1. Anti-virus end point solution with upgrade subscription. 2. The tuning software should have modules for resource monitoring over a long period of time, and should be capable of showing GPU utilization (GPU, Graphics memory and Codec activity) for both Graphics and GPU Compute cards. 3. A complete Offline Diagnostics and Asset Discovery software suite should be supplied along with the system.	
18	Display (Dual Monitor)	2 Nos of Monitors, each of display size of minimum 32 inch (resolution of 3840 x 2160 @ 60 Hz))with Necessary mounting kit to Mount	
19	Warranty and comprehensive AMC	On-Site Warranty and Post Warranty Comprehensive AMC	

#### 14. Network Cabling

SL	Specifications	Compliance (Yes/No)
1	Laying and structured cabling of UTP CAT6A cable and prepare layout network diagram	
2	Supply of PVC conduit, IO ports etc. for cabling	
3	Installation & Termination of Information outlets (including termination of CAT6A cable on I/O)	
4	Installation & Termination of UTP cable on Patch Panel CAT6A with wire manager	
5	Performance testing of the laid UTP CAT6A cable (penta scanner report & documentation ) per node	
6	24 port Patch panel CAT6A	
7	Supply of standard Patch Cord- CAT6A-1,2,3 meter as per requirement	
8	CAT6A Modular Jack-Panel	
9.	On-Site Warranty and Post Warranty Comprehensive AMC	

### 15. Backup Software

SL	Specifications	Compliance (Yes/No)
1	Name of Software/OEM/Version (To be filled by the Bidder)	
2	The solution should be proposed with 50TB upfront backup software capacity license.	
3	The proposed backup solution must be able to rebuild the backup database/catalogue from tapes/Disk in the event of catalogue loss/corruption.	
4	The proposed backup solution shall support synthetic full backup so that an incremental forever approach may be implemented, where an actual full backup is no longer necessary as it can be constructed directly from the disk based incremental backups.	
5	The proposed backup solution shall also support disk based virtual full backup approach.	
6	The proposed backup software should support Reporting which helps in fine-tuning backup procedures by providing both historical and predictive information and serve as effective tools for analysis and optimization	
7	The proposed backup software should support software-based deduplication device that ensures efficient use of storage space and network bandwidth	
8	The backup software should support the 3 - 2 -1 approach of data protection and security	
9	The proposed backup solution should be available on various OS platforms such as Windows/ Linux and UNIX platforms and be capable of supporting SAN based backup / restore from various platforms including HP-UX, Linux, Open VMS, NetWare and Windows.	
10	The proposed backup solution supports the capability to write up to 32 data streams to a single tape device or multiple tape devices in parallel from multiple clients to leverage the throughput of the drives using multiplexing technology.	
11	Server as required for the installation of the backup software shall be provided with software supply.	
12	The proposed backup solution should be able to take backup of Onprem storage to Cloud	
13	On-Site Warranty and Post Warranty Comprehensive AMC	

### 16. 42 U Rack (From OEM of Proposed Storage/Switch)

SL	Specifications	Compliance (Yes/No)
1	Make & Model (To be filled by the Bidder)	
2	800MM * 1100MM with 2*Smart PDUs	
3	Installation of Floor mount rack 42U with accessories	

4	On-Site Warranty and Post Warranty Comprehensive AMC	
---	--	--

**17. 8U Rack (From OEM of Proposed Switch)**

SL	Specifications	Compliance (Yes/No)
1	Make & Model (To be filled by the Bidder)	
2	Installation of wall mount rack 8U with accessories	
3	600MM * 800MM with 2*Smart PDUs	
4	On-Site Warranty and Post Warranty Comprehensive AMC	

Note: All Software which shall be provided by us against this RFP shall be with either perpetual licences OR in case of subscription based shall be for a period of 5 years (with an additional 1 year in case of contract extension).

Declaration

I, the undersigned, certify to the best of my knowledge and belief, that the information contained in this form is correct.

Signature of authorized representative of the Bidder:

Date: \_\_\_\_\_ Signature .....

Place: \_\_\_\_\_ Full Name of Authorized Signatory .....

Designation.....

Contact Details & Address .....

### 16.3.3. Form TQ3: Project Experience Submission format

(To be submitted along with technical proposal on the letterhead of the bidder)

The bidder shall submit its experience with respect to Projects executed in the last 7 years, reckoned from the last date of original bid submission. The details regarding the projects executed shall be tabulated as per table below:

**Table 16: Bidder Project Information**

SI	Name of Project (Name of Client)	Contact details of Client	Scope	Start date	End Date	Executed value	Page Number of the Technical Bid

The bidder agrees to the purchaser contacting the concerned clients for verification of the details provided above. The purchaser shall only consider the projects mentioned in the above table. Projects listed above and not substantiated with relevant documents pertaining to the projects will not be considered for evaluation.

Purchase may seek clarification regarding the projects executed by the bidder.

The bidder agrees and understands that in case of wrong/misleading information, the bid will be liable for disqualification.

#### Declaration

I, the undersigned, certify to the best of my knowledge and belief, that the information contained in this form correctly describes my experience.

Signature of authorized representative of the Bidder:

Date: \_\_\_\_\_ Signature .....

Place: \_\_\_\_\_ Full Name of Authorized Signatory .....

Designation.....

Contact Details & Address .....

#### 16.3.4. Form TQ4: Technical Qualification Document Checklist

**Table 17: Technical Qualification Document Checklist**

Sl.	Name of the Document	Attached (Yes/No)	Reference Page No's
1	PQ Document Checklist		
2	<b>Form TQ1:</b> Bidder's information		
3	<b>Form TQ2:</b> Compliance to Technical Specifications		
4	<b>Form TQ3:</b> Project Experience		
5	Certificate by Statutory Auditor certifying the Annual Turnover <b>(Section 6.2.2, Table- 6, SI 1.0)</b>		
6	Certificate from the HR Head/Authorized Signatory of the Bidding Agency along with 6 months' salary slip (masked) with PF number or PF number and the deduction statement of each resource, should be submitted <b>(Section 6.2.2, Table- 6, SI 2.0)</b>		
7	Valid certificate from OEM, <b>(Section 6.2.2, Table- 6, SI 3.0)</b>		
8	Documents related to Approach & Methodology <b>(Section 6.2.2, Table- 6, SI 4.0)</b>		
9	Certifications <b>(Section 6.2.2, Table- 6, SI 5.0)</b>		

Countersignature of authorized representative of the Bidder:

Date: \_\_\_\_\_ Signature .....

Place: \_\_\_\_\_ Full Name of Authorized Signatory .....

Designation.....

Contact Details & Address .....



#### **16.4. Annexure IV: Commercial Proposal (CP) format**

##### **16.4.1. Form CP 1: Covering letter**

<To be submitted in company's letterhead>

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To,  
Directorate General of Hydrocarbons (DGH)  
OIDB Bhawan, Plot No 2, Sector 73,  
Noida - 201301

Subject: RFP for **"Selection of System Integrator for providing On-Prem Hardware and Managed Support Services for DGH National Data Repository"**

Dear Sir/Madam,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect to **"Selection of System Integrator for providing On-Prem Hardware and Managed Support Services for DGH National Data Repository"** do hereby propose to provide services as specified in the RFP No: <Insert RFP Number>dated <Insert Date>

**PRICE AND VALIDITY:** All the prices mentioned in our Bid are in accordance with the terms & conditions as specified in the RFP. The validity of the bid is 180 days from the last date of bid submission.

We are an Indian Firm and do hereby confirm that our Tender prices include all taxes and duties. However, all the taxes and duties are quoted separately under relevant Sections.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax is altered under the law, we shall pay the same.

**UNIT RATES:** We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the Scope of Work under the Contract.

**DEVIATIONS:** We declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

**TENDER PRICING:** We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in the RFP.

**QUALIFYING DATA:** We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information / documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

**BID PRICE:** We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in the section attached with this RFP as part of the RFP.

**AVAILABILITY OF SERVICES IN INDIA:** We declare all the services explicitly mentioned in the BOM are available in INDIA and the data in rest or in motion always remain in INDIA only.

**PERFORMANCE BANK GUARANTEE:** We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Bank Guarantee in the form prescribed in [Section 16.1.2 Annexure I: Template 2.](#)

**NDA AGREEMENT:** We hereby declare that in case the Contract is awarded to us, we shall sign the NDA Agreement as per the form prescribed in [Section 16.1.3, Template 3 : Non-Disclosure Agreement \(NDA\)](#)

We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

#### 16.4.2. Commercial Proposal Format (Bill of Materials)

**Bidder shall not mention price in the technical proposal. Violation shall result in the bid being rejected**

To,  
Directorate General of Hydrocarbons (DGH)  
OIDB Bhawan, Plot No 2, Sector 73,  
Noida - 201301

**Subject: Submission of the Commercial Proposal for “Selection of System Integrator for providing On-Prem Hardware and Managed Support Services for DGH National Data Repository”**

Dear Sir,

**Table 18: Commercial Proposal**

	Bidder's Name							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, Unit rate and GST only. Rest columns are formula enabled and will populate the data itself.))								
(Rates should be In INR Only. No other currency is acceptable.)								
SO R NO	DESCRIPTION	Unit	Quantity			Unit Rate	Applicable GST (in %)	Total Cost (incl GST) (INR)
			DGH (Noida)	DGH (Bhubaneswar)	Total	(INR)		
1	2	3	4	5	6	7	8	9
1	Thin Clients with 32" dual monitors	Nos	10	2	12			
2	A0 Plotter	Nos	1	0	1			
3	A0 Scanner	Nos	1	0	1			
4	A3 Color MFP	Nos	1	1	2			
5	Bar Code Scanner	Nos	1	0	1			
6	Bar Code Printer	Nos	1	0	1			
7	High End Tower Workstation with 32" dual monitors	Nos	8	2	10			
8	NAS Storage (50 TB Usable)	Nos	1	0	1			
9	L2 switches 24 Port	Nos	3	1	4			
10	L3 switches 24 Port	Nos	2	0	2			

RFP for Selection of System Integrator for providing On-Prem Hardware and Managed Support  
Services for DGH National Data Repository (GEM/2024/B/4685406)

11	Firewall	Nos	0	1	1			
12	Server (for use with Paradigm application)	Nos	1	0	1			
13	Workstation (for use with Paradigm application)	Nos	1	0	1			
14	Network Cabling at 4th, 5th and 6th Floor in DGH Noida and 1st Floor in DGH, Bhubaneswar	Set	1	1	2			
15	Backup Software for NAS storage along with required server, with license for 50TB	Set	1	0	1			
16	Rack (8 U)	Nos	2	1	3			
17	Rack (42 U)	Nos	1	0	1			
<b>Sub Total of Supply Items (Inclusive of GST) (A) =</b>								
18	On-Site Warranty and Post Warranty Comprehensive AMC, On-Site support service, maintenance coverage on 24x7x365 basis and services of an on-line (24x7) help desk, as per details mentioned in Scope of work, for all On-Premises IT Systems.	Years	5		5			
<b>Sub Total of Warranty, AMC &amp; Support Service (Inclusive of GST) (B) =</b>								
<b>Total Bid Value (Inclusive of GST) (C=A+B) =</b>								

**Note:**

1. Cost of supply items shall be inclusive of Installation and Commissioning charges.
2. The bidder should ensure that the commercial proposal should not be submitted along with the technical proposal, in such cases the bid will be rejected
3. The commercial proposal must be signed and stamped properly by the authorised signatory.
4. In case the bidder does not provide any item(s)/service(s) as a part of the commercial bid, the bid will be rejected.
5. Purchaser may increase/decrease the quantity of item(s)/service(s)

6. The quantities mentioned against each item is for evaluation purposes only. The indicated quantities are based on projected requirement over the entire contract period, with no commitment from Purchaser regarding the minimum guaranteed quantity or that the projected quantity will be utilized.
7. For details of functionality requirement for each item refer scope of work
8. **The "Sub Total of Warranty, AMC & Support Services (Inclusive of GST) (B)" should not be less than 30% of the "Sub Total of Supply Items (A) (Inclusive of GST)". Any bid not complying with this would be liable for rejection.**
9. Quoted Rates should be inclusive of packing & freight, transportation cost and any other charges that vendor may incur.
10. **Total Bid Value (inclusive of GST) (C) must be entered against the "OFFER PRICE" field while creating their response against the tender in GeM portal.**

We, hereby, accept that we will not withdraw or modify our bid during the bid validity period (i.e., 180 days from the last date of bid submission). We understand that on violation of this declaration, we may be penalized with suspension for participation in future for a period of up to one year.

(Authorized Signatory/ies of the Bidding Agency)

Seal:

Date:

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Directorate General of Hydrocarbons  
(Under Ministry of Petroleum & Natural Gas)  
Government of India (GoI)

**Response no. 1 to Pre-bid Queries**

(Request for Proposal for On-Prem Hardware and Managed Support Services for DGH  
National Data Repository)

**Tender No: GEM/2024/B/4685406**

**Plot No. 2, Tower A, OIDB Bhawan, Sector 73, Noida, Uttar Pradesh 201301.**

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
1	16.3.2.	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No. 2 Device should have 24 x 10 SFP+ ports and 8 x 40/100G QSFP28	Device should have 24 x 10 SFP+ ports and 6 x 40/100G QSFP28	Please refer the amendment clause 16.3.2 (9., S.No 2) of the updated RFP.
2				Device should have 24 x 10 SFP+ ports and 4/8 x 40/100G QSFP28	
3	16.3.2.	9. L2 Switch (24 Ports)	Device should support Routing Protocols: OSPFv2 with multiple instances, OSPFv3, BGP, MP-BGP, IS-IS, and RIPv2 , Policy Based Routing (PBR) for IPv4 and IPv6, VRRP V4 and V6	Device should support Routing Protocols: OSPFv2 with multiple instances, OSPFv3, BGP, MP-BGP, Policy Based Routing (PBR) for IPv4 and IPv6, VRRP V4 and V6	Please refer the amendment clause 16.3.2 (9., S.No 7) of the updated RFP.
4				Device should support Routing Protocols: OSPFv2 with multiple instances, OSPFv3, BGP, MP-BGP/IS-IS/ and RIPv2, Policy Based Routing (PBR) for IPv4 and IPv6, VRRP V4 and V6	
5				ISIS is IGP protocol generally not deployed in modern day network, OSPF can be used in place of ISIS which is same Link state protocol. Pls change the clause to: "Device should support Routing Protocols: OSPFv2 with multiple instances, OSPFv3, BGP, MP-BGP/IS-IS/ and RIPv2 , Policy Based Routing (PBR) for IPv4 and IPv6, VRRP V4 and V6"	
6	9	9. L2 Switch (24 Ports)	Device should support IGMP v2/v3,PIM-SM / PIM-SSM, VRF Support for IP Multicast, Multicast Source Discovery Protocol (MSDP)	Device should support IGMP v2/v3,PIM-SM / PIM-SSM, VRF Support for IP Multicast	Please refer the amendment clause 16.3.2 (9., S.No 9) of the updated RFP.
7	9	9. L2 Switch (24 Ports)	Device should support security-group based segmentation of hosts independent of the network constructs like VLAN, VRF and NVO.	Please delete the same	As per RFP



SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
8	9	9. L2 Switch (24 Ports)	Should Support telnet, industry standard hierarchical CLI, SSHv2, HTTPS, SCP, SFTP, CLI task scheduler and configuration session.	Should Support telnet, industry standard hierarchical CLI, SSHv2, SCP, SFTP, CLI task scheduler and configuration session.	As per RFP
9	9	9. L2 Switch (24 Ports)	Device should support advanced mirroring features : Mirror to CPU, ACL filters and truncation on Mirror sessions, and tunneling of mirror packets to remote servers.	Please delete the same	Please refer the amendment clause 16.3.2 (9., S.No 19) of the updated RFP.
10	10	10. L3 Switch (24 Ports)	The proposed Switch Shall support minimum 24 Ports of 10 G SFP+ Ports and minimum 8 Ports of 40/100G of QSFP28 ports.	The proposed Switch Shall support minimum 24 Ports of 10 G SFP+ Ports and minimum 6 Ports of 40/100G of QSFP28 ports.	Please refer the amendment clause 16.3.2 (10., S.No 02) of the updated RFP.
11				As per the Scope it is mentioned that Network Switches for DGH-LAN at 4th, 5th&6th Floor and their uplink to L3 switches (Sec-13.2, Page 65). But as per L2 Specification Uplink ports are 40G whereas downlink ports asked in L3 Switch is 10G Only. Pls re confirm on the Port Speed requirement at L2 & L3 Switches	
12	16.3.2.	Form TQ2: Compliance to Technical Specification 10.	The Switch should have in-built Buffer Memory of minimum 3GB for lossless architecture	The Switch should have shared Packet Buffer Memory of minimum 32 MB	As per RFP
13		L3 Switch (24 Ports)		3GB is OEM specific clause, request you to make this clause generic for wider participation to "The Switch should have in-built Buffer Memory of minimum 32MB for lossless architecture"	As per RFP

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
14				Amendment Requested-The Switch should have in-built Buffer Memory of minimum 32MB for lossless architecture (Justification- 3GB is OEM specific clause, request you to make this clause generic.)	As per RFP
15	16.3.2.	Form TQ2: Compliance to Technical Specification 10. L3 Switch (24 Ports)	S.No. 6 The Switch Shall support L3 Routing protocols like OSPF, OSPFv3, BGP, MP-BGP, IS-IS, RIPv2, VRRP, BFD, IPv6, IPv4 features	The Switch Shall support L3 Routing protocols like OSPF, OSPFv3, BGP, MP-BGP, VRRP, BFD, IPv6, IPv4 features	Please refer the amendment clause 16.3.2 (10., S.No 06) of the updated RFP.
16				Amendment Requested-The Switch Shall support L3 Routing protocols like OSPF, OSPFv3, BGP, MP-BGP/ IS-IS/ RIPv2, VRRP, BFD, IPv6, IPv4 features (Justification- ISIS is IGP protocol not generally not deployed in modern day network, OSPF can be used in place of ISIS which is same Link state protocol. )	
17				ISIS is IGP protocol not generally not deployed in modern day network, OSPF can be used in place of ISIS which is same Link state protocol. Pls change the clause to: "Device should support Routing Protocols: OSPFv2 with multiple instances, OSPFv3, BGP, MP-BGP/IS-IS/ and RIPv2 , Policy Based Routing (PBR) for IPv4 and IPv6, VRRP V4 and V6"	
18	16.3.2.	Form TQ2: Compliance to Technical Specification 10. L3 Switch (24 Ports)	S.No. 7 The Switch shall Support upto 128-Way Equal Cost Multipath Routing (ECMP)	The Switch shall Support upto 64-Way Equal Cost Multipath Routing (ECMP)	Please refer the amendment clause 16.3.2 (10., S.No 07) of the updated RFP.
19				Amendment Requested-The Switch shall Support upto 8-Way Equal Cost Multipath Routing (ECMP) (Justification- 128-Way Equal Cost Multipath Routing (ECMP) is OEM specific value, request you to make this clause generic.)	

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
20	16.3.2.	Form TQ2: Compliance to Technical Specification 10. L3 Switch (24 Ports)	Switch Shall support minimum 256K mac address scale or higher , 128K IP4 LPM routes or higher , 10 K or higher ACL entries , 10 K or higher ACL entries , 24K or higher IPv4 multicast routes	Switch Shall support minimum 256K mac address scale or higher , 128K IP4 LPM routes or higher , 1K or higher ACL entries , 10K or higher IPv4 multicast routes	Please refer the amendment clause 16.3.2 (10., S.No 08) of the updated RFP
21				Amendment Requested-Switch Shall support minimum 120K mac address scale or higher, 24K IP4 LPM routes or higher, 10 K or higher ACL entries , 10 K or higher ACL entries , 4K or higher IPv4 multicast routes (Justification-ALL values to match for any OEM is not possible request you to make this clause generic.)	
22				Switch Shall support minimum 120K mac address scale or higher, 24K IP4 LPM routes or higher, 10 K or higher ACL entries , 10 K or higher ACL entries , 4K or higher IPv4 multicast routes	
23				ALL values to match for any OEM is not possible request you to make this clause generic for wider participation to "Switch Shall support minimum 120K mac address scale or higher, 24K IP4 LPM routes or higher, 10 K or higher ACL entries , 10 K or higher ACL entries , 4K or higher IPv4 multicast routes"	
24	1	Thin Client/Desktop with Dual Monitor	Video: 2 Display Port ,1 HDMI , 1 VGA, 1 RJ45, USB: 2 USB 3.2 Gen 1, 2 USB 3.2 Gen 2, 1 USB Type C 3.2 Gen 2X2	Kinldy modify it to Video: 2 Display Port ,1 HDMI , 1 DP, 1 RJ45, USB: 2 USB 3.2 Gen 1, 2 USB 3.2 Gen 2, 1 USB Type C 3.2 Gen 2X2	Please refer the amendment clause 16.3.2 ,(1,S.No 11) of the updated RFP.
25					

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
26	6.2..1	Similar work Orde	<p>Experience of having successful completed supply and installation of IT hardware items comprising of at least supply of workstation, Server and Enterprise Storage during last three years, reckoned from the last date of original bid submission, as per either of the following:</p> <ol style="list-style-type: none"> <li>1. Three similar project completed /Ongoing of the estimated cost ₹ 3 Cr. Each</li> <li>OR</li> <li>2. Two similar project completed /Ongoing of the estimated cost ₹ 4 Cr. Each</li> <li>OR</li> <li>3. One similar project completed /Ongoing of the estimated cost of ₹ 6 cr.</li> </ol>	Kindly confirm that in single P.O should comprise all three items Workstation, Server and Storage or we can give P.O for Workstation separately and same for server Storage	Please refer the amendment clause 6.2.1.6.2 of the updated RFP.
27	10	Payment Tems	<p>70% Payment against all supplied items will be payable after receipt of all the Items as per P.O and after due verification with the Scope of Supply and terms and conditions of purchaser's supply order including Installation and commissioning of the complete system and successful OSAT.</p> <p>2. Payment against (a) BoM item "Onsite Warranty and Post Warranty comprehensive AMC" and (b) 30% Balance payment against supply items, will be payable in equal quarterly instalments over the contract period of 5 years (i.e 4 Qtr/year x 5 Years = 20 instalments), the contractor shall accordingly, raise quarterly invoice for the same.</p> <p>3. The materials upon receipt will be jointly visually inspected by Bidder and purchaser. If any hardware/software material, received at the specified delivery locations of DGH i.e Noida/Bhubaneswar, is found to be in physically damaged condition and/or is found</p>	As We will have to pay OEM in Advance and in one allotement kind request to you to realease 100 % after OSAT except the salary of Resident Engineers.	

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
			to have water ingress, then the same will be considered as dead on arrival and shall need to be replaced by the Bidder in order for delivery of materials to be considered complete for release of payment		
28	12.2	Warranty	A On Site Warranty on all goods/Services supplied under this contract shall be provided by the respective Original Equipment Manufacturer (OEM) through Bidder's engineers, during the Warranty Period.	What would be the Onsite warranty support period? One year + Five tears comprehensive or One year + four years comprehensive.	As per RFP. Please refer the 16.2.4. Form PQ4: Undertaking from Product OEM
29	13.2	Broad Scope of Activities	Supply and installation of all OFC and UTP cabling, patch cords, connectors etc. as required for complete cabling of the NDR operational area at 4th, 5th & 6th floor at DGH., Noida and 5th floor at DGH, Bhubaneshwar for integrating all the supplied items, This shall include cabling for thin clients, work stations, peripherals, leased lines, Network Switches for DGH- LAN at 4th, 5th& 6th Floor and their uplink to L3 switches, Firewall etc. L2 switches for the DGH LAN required in 5th and 6th floor shall be connected to the L3 Switches of DGH LAN using redundant Gigabit Fibre Optic Cabling. Gigabit OFC transceivers, OFC patch cords, fully loaded fibre optic patch panels, OFC cabling as required at 4th floor, 5th floor, 6th floor shall be provided and installed by the bidder. Cabling should be redundant to avoid single point of failure	Pls confirm if there is existing Cable trays/Conduits/Rails routed between floors for Fiber Cable Laying?	Bidder has to provide all necessary items as per the scope of the work. However, bidder may use the existing items subject to the same being approved by the engineer in charge and maintenance/replacement of the item as and when required during the whole contract period
30		Post Warranty	On-Site Post-Warranty Comprehensive AMC Support for Hardware, Network equipment & Cabling and Services for Software, Network & Security Software etc. over the entire contract duration, including extensions if any  The bidder shall provide On-Site Post-Warranty Comprehensive AMC Support for all supplied Hardware, Network equipment &	All the required support is from Oem amd all kinds of updates support required. So requesting to take OEM warranty for 5 years from the day which will enable better support. Bidder will deploy Resident engineer from day one	As per RFP. Please refer the 16.2.4. Form PQ4: Undertaking from Product OEM

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
			<p>Cabling and support for all supplied Software, Operating Systems, Directory services etc. and complete Network &amp; Security Software etc. The AMC for hardware and software services shall be valid for the full contract period, including extensions if any, and shall start from the date of expiry of Warranty obligations. The bidder shall maintain the supplied IT infrastructure (which includes allsupplied Hardware, software, Network equipment, Network &amp; Security software, cabling etc.) in good working order as per SLA defined in Section 7.</p> <p>The software support shall include all upgrades, updates, new releases etc., for all supplied software like, System Management Software, Operating Systems, Office applications, etc. over the entire contract period, including extension, if any.</p> <p>3. The bidder shall have back-to-back support agreement(s) with the respective OEM(s) for the entire contract period, including extensions (if any). The bidder shall furnish documentary proof of these support agreement(s) for On-site Warranty and post warranty Comprehensive AMC support for the product (Hardware/Software} including software upgrades, availability of spares, availability of hardware/software module required for scalability for a period of 06 years (post successful commissioning), as per Scope of Work</p>		
31	1	Thin Client/Desktop with Dual Monitor	2 M.2 PCIe for WLAN & Storage and 1 SATA port	3 M.2 PCIe	As per RFP

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
32	1	Thin Client/Desktop with Dual Monitor	Support for chassis cable lock devices & Support for chassis padlocks devices	Support for chassis cable lock devices & Support for chassis padlocks devices	As per RFP
33	16.3.2.	Form TQ2: Compliance to Technical Specification 1. Thin Client/Desktop with Dual Monitor	Thin Client/Desktop with Dual Monitor	Thin clients are asked in the RFP but there is no VDI specifications in the RFP , Since VDI specifications are missing , Request to kindly confirm what will they connect with the this VDI	As per RFP. Thin Client will connect to VDI in cloud being provisioned by the DGH through the separate tender
34	1	Thin Client/Desktop with Dual Monitor	FCC,CE, RoHS, UL, EPEAT, Energy Star, TCO, MIL STD 810	BIS, RoHS certified	As per RFP
35	6	Bar Code Printer	LCD, Verifier	Requesting to remove verifier	Please refer the amendment clause 16.3.2 ,(Table 6 ,S.No 11) of the updated RFP.
36	7	High End Workstation	Intel® W790 chipset or higher on supported motherboard	Request for change to Intel C741 Chipset	As per RFP
37	7	High End Workstation	BIOS of the Workstation to have tool for Enhanced security features like self-healing,regular checks.	Request for change to Standard BIOS Features	As per RFP
38	13	High End Workstation	Front : 4 x SuperSpeed USB Type-A 5 Gbps, 1 x Headphone/microphone combo Rear : 6 x SuperSpeed USB Type-A 5Gbps Signalling Rate , 1 x Audio Line-In / Out, 2 x 10G Base-T network ports	Request for change to 4 USB 3.2 Gen1 port(s) (rear) 5 USB 2.0 port(s) (front) 2 RJ45 10 GbE LAN port(s) 1 VGA port(s)	Please refer the amendment clause 16.3.2 ,(Table 7,S.No 14) of the updated RFP.

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
39				Our Model have following PCIe option, request you to kindly make them generic: Front: 2x USB 3.2 Gen 1 ports 2x USB 3.2 Gen 2 Type-C 1x Universal audio port Rear: 3x USB 3.2 Gen 2 Type-C ports 3x USB 3.2 Gen 1 ports 1x Line-out port 1x RJ45 Ethernet port, 1GBE 1x RJ45 Ethernet port, 10GBE	
40	7	High End Workstation	BIOS controlled electro-mechanical internal chassis lock for the system.	Remove this features	Please refer the amendment clause 16.3.2 ,(Table 7,S.No 13) of the updated RFP.
41				Please delete the same	
42				Please delete the same	
43	7	High End Workstation	Graphics Card: NVIDIA RTX A4000 24GB	Kindly modify it to Nvidia RTX 4500 Ada, 24 GB GDDR6 or NVIDIA RTX A5500, 24 GB GDDR6	Please refer the amendment clause 16.3.2 ,(Table 7,S.No 10) of the updated RFP.
44	7	High End Workstation	Bays: 2 x External 5.25"	We request you to kindly change this to 1 x External 5.25" or slim line Bay.	Please refer the amendment clause 16.3.2 ,(Table 7,S.No 11) of the updated RFP.



SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
45	3	Workstations for use with Paradigm application	Slots: 1 x PCIe x16 Gen5 2x PCIe x4 Gen4 2 x PCIe x16 Gen4 All PCI Express slots should be open-ended.	Our Model have following PCIe option, request you to kindly make them generic: 1x Full-height Gen5 PCIe x16 slot 1x Full-height Gen4 PCIe x16 slot 2x Full-height Gen4 PCIe x8 slots 1x Full-height Gen5 PCIe x8 slot 1x Full-height Gen4 PCIe x8 slot (x4 electrical)	As per RFP
46	8	Section: NAS Storage, Feature: Data Availability and All Flash	2. 100% data availability guaranty shall be clearly mentioned on vendor web site for the offered model. If vendors are not supporting the 100% data availability as per their web site then vendor shall quote additional Controller and 10% additional capacity as cold spare along with array for mitigating the failure situations.	Modification: 99.9999% Availability shall be clearly mentioned on vendor web site for the offered model. If vendors are not supporting the 99.9999% availability as per their web site then vendor shall quote additional Controller and 10% additional capacity as cold spare along with array for mitigating the failure situations.	Please refer the amendment clause 16.3.2 ,(Table 8,S.No 03) of the updated RFP.
47	8	Section: NAS Storage, Feature: Data Availability and All Flash	1. Offered storage shall be an array which can provide enterprise class resiliency & 100% data availability guaranteed architecture along with all NVMe controllers.	Modification: Offered storage shall be an array which can provide enterprise class resiliency & should support 99.9999% Availability along with all NVMe controllers. Justification: 100% Data availability is OEM specific and restricts all the other major storage OEMs from participation.	Please refer the amendment clause 16.3.2 ,(Table 8,S.No 03) of the updated RFP.
48	8	Section: NAS Storage, Feature: Storage Encryption	2. Offered encrypted drives shall support both KMIP 1.3 and KMIP 1.4 for key management solutions. Vendor shall offer at-least internal Key manager engine for key management.	Modification: 2. Offered encrypted drives shall support both KMIP 1.3 / KMIP 1.4 for key management solutions. Vendor shall offer at-least internal Key manager engine for key management.	Please refer the amendment clause 16.3.2 ,(Table 8,S.No 4.2) of the updated RFP.

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
49	8	Section: NAS Storage, Feature: Memory and CPU Processing Power	<p>1. Offered Storage array should have at-least 512GB memory across both controllers.</p> <p>2. Offered storage controller shall be based upon at-least PCI 4.0 technology and offered storage shall be offered with at-least 16 number of CPU cores.</p>	<p>Modification: 1. Offered Storage array should have at-least 384GB memory across both controllers. Storage must support both write-back and write-through mechanisms for supporting different kinds of workloads. Cache must be backed by battery connected flash/SSD modules for protecting cache data during power failures.</p> <p>2. Offered storage controller shall be based upon at-least PCI 3.0/4.0 technology and offered storage shall be offered with at-least 40x 2.2 Ghz CPU cores across the controllers.</p> <p>Justification: 1. Latest generation of Storage systems support memory in multiples of 96 (like 96/ 192/ 384 etc.). Request to kindly allow 384 GB Memory or higher for wider participation from all the OEMs. Currently mentioned 512 GB memory favours a particular OEM only.</p> <p>2. It is recommended to mention both the write mechanisms (write-through and write-back) for handling different kinds of workloads. Otherwise DGH shall end up in procuring sub-standard storage system that won't be able to handle all kinds of critical workloads.</p> <p>Also request to please include battery backup for Cache, to protect the cache data during the power failures, otherwise DGH may end up in losing valuable user data during the power outages, resulting in major application downtimes.</p> <p>3. Storage systems with PCI 4.0 is OEM specific and demotivates other OEMs from participation. DGH can mention the performance / throughput needed instead of asking for an OEM specific architecture. Request to kindly allow PCI 3.0 for wider participation from all the OEMs.</p> <p>4. The number of Cores mentioned in the Storage specifications are very less considering the amount of Memory requested and favour a particular OEM. Request to mention atleast 40 Cores across the storage controllers for wider participation from all the OEMs.</p>	<p>1. As per RFP</p> <p>2. Offered storage controller shall be based upon at-least PCI 3.0/4.0 technology and offered storage shall be offered with at-least 16 number of CPU cores.</p> <p>3. As per updated RFP</p> <p>4. As per RFP</p>

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
50	8	Section: NAS Storage, Feature: Architecture & Processing Power	Offered storage array shall be true Activeactive so that every logical disk is striped across all offered drives and all drives shall be able to contribute the IOs to both controllers simultaneously.	Modification: Offered storage array shall be true Active-active having both controllers connected to common backplane for inter-controller communication, so that every logical disk is striped across all offered drives and all drives shall be able to contribute the IOs to both controllers simultaneously. Justification: Both the controllers should be connected to common backplane for inter-controllers communication in order to have reduced latency. Otherwise DGH may end up in procuring sub-standard storage system with loosely connected architecture and higher latency.	As per RFP
51	8	Section: NAS Storage, Feature: Host Ports and Back-end Ports	2. Offered storage shall support both Fiber Channel (FCP) as well as NVMeOF over Fiber channel.	Modification: Offered storage shall support Fiber Channel (FCP) as well as NVMeOF over Fiber channel, iSCSI, NFS, SMB and NVMe over TCP. Justification: Major storage protocols for host connectivity (like iSCSI, NFS, SMB, NVMe over TCP) have been overlooked which could be threat to investments of DGH. Without these protocols, DGH will have to reinvest in separate storage systems, if the need for these protocols arise during the service life of storage system. Also no SAN Switch has been requested in the RFP, which makes it necessary to NAS protocols support on the storage system, otherwise DGH won't be able to access the storage system from the hosts.	As per RFP
52	8	Section: NAS Storage, Feature: Capacity & Scalability	. Offered Storage array shall be supplied minimum with 50TB usable Capacity using 7.68 TB encrypted NVMe SSD drive and shall be configured in Raid 6. Vendor shall not use more than 10D+2P while sizing the array.	Modification: Offered Storage array shall be supplied minimum with 50TB usable Capacity using 7.68 TB encrypted NVMe SSD drive with 1DWPD or higher endurance and shall be configured in Raid 6. Vendor shall not use more than 10D+2P while sizing the array. Justification: Request to kindly mention the endurance (1DWPD or higher) of the drives, otherwise DGH shall end up in procuring sub-	As per RFP

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
				standard drives having lower endurance (that is higher failure rates).	
53	8	Section: NAS Storage, Feature: Host Ports and Back-end Ports	1. Offered Solution shall have minimum of 4x 16/32Gbps Fiber Channel ports and 4x10Gbps Ethernet port in future shall be upgradable to 64Gbps by replacing the SFP.	<p>Modification: Offered Solution shall have minimum of 4x 16/32Gbps Fiber Channel ports and 4x10Gbps ISCSI, NFS, SMB Ethernet Ports. Proposed Storage shall be upgradable to double the requested front end bandwidth.</p> <p>Justification: 64 Gbps Ports on Storage is an OEM specific feature that restricts other major storage OEMs from participation. We can meet the front end performance enhancement by adding additional ports to the storage. Hence please ammend the clause as requested for wider participation from all the OEMs.</p> <p>The protocols for the IP Ports are not mentioned, hence request to kindly mention the same (iSCSI, NFS, SMB) as well.</p>	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 9.1) of the updated RFP.
54	8	Section: NAS Storage, Feature: Host Ports and Back-end Ports	3. PCI 4.0 slot of the Fiber channel card shall have at-least 16 lanes so that each offered port can work at line speed even after upgrading to 64Gbps.	<p>Modification: Kindly delete this specification.</p> <p>Justification: The specification favours a particular OEM and restricts all the other major storage OEMs from participation. Request to kindly mention the performance requirement like IOPS/throughput for wider participation from all the OEMs.</p>	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 9.3) of the updated RFP.
55	8	Section: NAS Storage, Feature: Host Ports and Back-end Ports	4. Each offered controller shall have minimum of 48 PCI 4.0 lanes for NVMe disk connectivity.	<p>Modificaiton: Each offered controller shall support PCI 3.0/4.0 lanes for NVMe disk connectivity.</p> <p>Justification: Storage systems with PCI 4.0 is OEM specific and demotivates other OEMs from participation. DGH can mention the performance / throughput needed instead of asking for an OEM specific architecture. Request to kindly allow PCI 3.0 for wider participation from all the OEMs.</p>	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 9.4) of the updated RFP.

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
56	8	Section: NAS Storage, Feature: Host Ports and Back-end Ports	5. For maximizing the overall performance and NVMe SSD endurance, offered storage array shall support full RAID stripe write to backend disk drives for eliminating the white space issues of NVMe SSD drives. Vendor shall provide the documentary proof for same.	Modification: For maximizing the overall performance and NVMe SSD endurance, offered storage array shall support full RAID stripe write to backend disk drives for eliminating the white space issues of NVMe SSD drives. Vendor shall provide the documentary proof for same or confirmation on the letter head. Justification: For wider participation from all the OEMs.	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 9.5) of the updated RFP.
57	8	Section: NAS Storage, Feature: Quality of service	1. Offered storage array shall support quality of service for critical applications so that appropriate and required response time can be defined for application logical units at storage. It shall be possible to define different service / response time for different application logical units.	Modification: Offered storage array shall support quality of service for critical applications so that appropriate and required response time / Performance Policy can be defined for application logical units at storage. It shall be possible to define different service / response time / Performance Policies for different application logical units. Justification: Each OEM has a different architecture to meet the peformance requirements of the Applications. Request to optionally allow the performance policy instead of directly changing the response time, for wider participation from all the OEMs.	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 11.1) of the updated RFP.
58	8	Section: NAS Storage, Feature: Quality of service	2. Quality of service engine shall allow to define minimum and maximum cap for required IOPS / bandwidth for a given logical units of application running at storage array.	Modification: Quality of service engine shall allow to define Performance Policies which in-turn shall change IOPS / bandwidth for a given logical units of application running at storage array. Justification: Each OEM has a different architecture to meet the peformance requirements of the Applications. Request to optionally allow the performance policy instead of directly changing the IOPS/throughput, for wider participation from all the OEMs.	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 11.2) of the updated RFP.

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
59	8	Section: NAS Storage, Feature: Quality of service	3. It shall be possible to change the quality of service Response time (In both milliseconds as well as Sub-milliseconds), IOPS, bandwidth specification at real time.	Modification: It shall be possible to change the quality of service Performance Policies which in-turn shall change Response time, IOPS, bandwidth specification at real time. Justification: Each OEM has a different architecture to meet the performance requirements of the Applications. Request to optionally allow the performance policy instead of directly changing the IOPS/throughput/response time, for wider participation from all the OEMs.	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 11.3) of the updated RFP.P
60	8	Section: NAS Storage, Feature: Capacity efficiency	1. Offered storage array shall support inline data efficiency engine (Supporting Thin Zero detect and re-claim, De-duplication and Compression) and shall be enabled by default.	Modification: Offered storage array shall support inline data efficiency engine (Supporting Thin Zero detect, De-duplication and separate hardware assisted Compression) and shall be enabled by default. Justification: 1. Space reclaim requires operations at host level as well, hence not recommended to be enabled all the time. Hence request to kindly remove the same. 2. Compression usually takes lot of controller performance hence resulting in overall business impact. It is recommended to have separate hardware assisted compression for improving the performance and investment protection for DGH.	As per RFP
61	8	Section: NAS Storage, Feature: Capacity efficiency	2. Vendor shall have flexibility to enable / disable the data efficiency engine at the time of Volume creation.	Modification: Vendor shall have data reduction enabled by default. Justification: Modern day storages have hardware assisted data reduction which means that there is no impact on the storage performance due to these operations. Hence most of the modern storages have the data reduction enabled by default.	As per RFP

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
62	8	Section: NAS Storage, Feature: Snapshot / Point in time copy & No. of Volumes	1. The storage array should have support for controller-based snapshots (At-least 1024 copies for a given volume).	Modification: The storage array should have support for controller-based snapshots (At-least 255 copies for a given volume). Justification: 1024 snapshot copies is practically not required by the customers and is an OEM specific feature. Request to kindly change the same to 255 copies per volume, for wider participation from all the OEMs.	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 14) of the updated RFP.P
63	9	9. L2 Switch (24 Ports)	Device should have total Throughput of 2.5 Tbps and latency packet forwarding less than 850 nanoseconds	Device should have total Throughput of 2.16 Tbps and latency packet forwarding less than 900 nanoseconds	Please refer the ammendmend clause 16.3.2 ,(Table 9,S.No 03) of the updated RFP)
64				24 x 10 x 2 + 4 x 100 x 2=1.28 Tbps switching bandwidth, will be the calculation for wired rate speed switching bandwitch, request you to make this correction and change it to "Device should have total Throughput of1.2 Tbps and latency packet forwarding less than 850 nanoseconds"	
65	16.3.2.	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No. 4 Device should support upto 250K MAC address and 250K IPv4 Prefix routes	Device should support upto 100K MAC address and 100K IPv4 Prefix routes	Please refer the ammendmend clause 16.3.2 ,(Table 9,S.No 04) of the updated RFP)
66				Device should support upto 140 MAC address and 24K IPv4 Prefix routes	
67				L2 switch does not need so much high MAC and IPv4 routes required in campus deployment, request you to make this clause generic to "Device should support upto 140 MAC address and 24K IPv4 Prefix routes"	

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
68	8	Section: NAS Storage, Feature: Snapshot / Point in time copy & No. of Volumes	2. Offered Storage array shall support more than 8000 base volume on the storage array without snapshot and clone.	Modification: Offered Storage array shall support upto 3000 base volume on the storage array without snapshot and clone. Justification: 8000 volumes on the storage is not practical. This favours a particular OEM and restricts other OEMs from participation. Request to kindly change the same to upto 3000 volumes for wider participation from all the OEMs.	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 14.2) of the updated RFP)
69	8	Section: NAS Storage, Feature: Remote Replication	2. Offered Storage array shall support both Synchronous and Asynchronous replication across 2 storage arrays natively without using any third party or software based solution.	Modification: Offered Storage array shall support both Synchronous and Asynchronous replication across 2 storage arrays without using any third party or software based solution. Justification: Each OEM has a different architecture. The current clause restrict major storage OEMs from participation. Request to kindly remove the "Natively" word for wider participation from all the OEMs.	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 15.2) of the updated RFP)
70	8	Section: NAS Storage, Feature: Remote Replication	3. Offered storage array shall have capability to create the application consistency group for replication operations. Shall have flexibility to have more than 256 volumes per consistency group.	Modification: Offered storage array shall have capability to create the application consistency group for replication operations. Shall have flexibility to have more than 75 volumes per consistency group. Justification: 256 volumes per consistency group is not practical which restricts major storage OEMs from participation. Request to kindly change the same to 75 per consistency group for wider participation from all the OEMs.	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 15.3) of the updated RFP)



SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
71	8	Section: NAS Storage, Feature: Multi-tenancy	Offered storage array shall be true multi-tenant and shall support at-least 128 Tenant per storage array. Every tenant shall be treated as a separate logical storage array with its own user control access.	<p>Modification: Offered storage array shall be true multi-tenant and shall support at-least 128 Tenant per storage array. Every tenant shall be treated as a separate logical storage array with its own user control access.</p> <p>OR</p> <p>Offered storage array should support feature LUN isolation by Zoning at San Switch level. The storage should have integration with orchestration platform like VCF (VMware Cloud Foundation) or Redhat Open Shift etc for serving tenants.</p> <p>Reason: Multi-tenancy for block storage is needed at the Orchestration software level (not at the storage itself) and hence the integration with such softwares must be envisaged.</p> <p>This is an OEM specific clause that restricts all the other major Storage OEMs from participation.</p>	Please refer the ammendmend clause 16.3.2 ,(Table 8,S.No 16) of the updated RFP.
72	16.3.2.	Form TQ2: Compliance to Technical Specification 9. L2 Switch (24 Ports)	S.No. 8 Device should support VXLAN+EVPN leaf-spine overlay technology supporting type-1 to type-5 routes, IPv4 and IPv6 clients in EVPN based overlay network with support for active-active EVPN multi-homing	Device should support VXLAN+EVPN leaf-spine overlay technology supporting type-1, 2, 3, 4 or type-5 routes, IPv4 and IPv6 clients in EVPN based overlay network with support for active-active EVPN multi-homing	Please refer the ammendmend clause 16.3.2 ,(Table 9,S.No 8) of the updated RFP.
73				Device should support VXLAN+EVPN leaf-spine overlay technology supporting type-1, 2, 3, 4 or type-5 routes, IPv4 and IPv6 clients in EVPN based overlay network with support for active-active EVPN multi-homing	

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
74				Leaf-Spine Topology is used in Data Center switches. Pls confirm, if the requirement is for Data Center Switch or normal LAN Switches ? if yes then, Type 4 and Type 5 both supports multihoming, hence request you to make type 4 or type 5 optional. Pls change the clause to "Device should support VXLAN+EVPN leaf-spine overlay technology supporting type-1, 2, 3, 4 or type-5 routes, IPv4 and IPv6 clients in EVPN based overlay network with support for active-active EVPN multi-homing"	
75	9	L2 Switch (24 Ports)	should have programmability and automation support with on board python, bash and docker containers.	should have programmability and automation support with on board python, bash and docker containers or supports REST API for 3rd party integrations.	Please refer the ammendmend clause 16.3.2 ,(Table 9 ,S.No 20) of the updated RFP.
76	9			REST API is used for 3rd party application integration with switch. Pls make this statement generic for wider participation to "should have programmability and automation support with on board python, bash and docker containers or supports REST API for 3rd party integrations"	
77	11	Next Generation Firewall (NGFW)	Equipment Test Certification - ICSA, FCC Class B, CE Class B, VCCI Class B and CB Certified	Request to modify the clause as below for wider participation: "ICSA, FCC, CE, VCCI and CB certified."	Please refer the ammendmend clause 16.3.2 ,(Table 11 ,S.No 03) of the updated RFP.

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
78	11	Next Generation Firewall (NGFW)	Architecture - The proposed NGFW solution architecture should have Control Plane separated from the Data Plane in the Device architecture itself, whereby Control Plane should handle Management functions like configuration, reporting and route update & Data Plane should handle Signature matching (like exploits, virus, spyware, CC#), Security processing (like apps, users, content/URL, policy match, SSL decryption, app decoding etc) & Network Processing (like flow control,	The mentioned clause is specific to single OEM. Request to modify the same as below for wider participation: "The proposed NGFW solution architecture should have capability to separate Control Plane and Data Plane in the Device architecture"	AS per RFP
79	11	Next Generation Firewall (NGFW)	Architecture - The proposed firewall must have min 4 physical cores with x86 processor and not an ASIC based solution. NGFW should support HA as Active/Passive and Active/Active configuration.	Request to remove the clause for wider participation.	As per RFP
80	11	Next Generation Firewall (NGFW)	Interfaces and Storage - Min 8 x 1 Gig Copper interfaces of which 4 ports will be POE and 2*1G SFP/RJ45 Combo Ports from day 1 with 1G SFP SR transceivers. The NGFW appliance should have minimum on-board 128 GB capacity	Can we understand the use of PoE in the required NGFW. As per RFP, we don't see any connectivity on PoE directly from NGFW. If PoE will not be used, request to modify the clause as below"Min 8 x 1 Gig Copper interfaces and 2*1G SFP/RJ45 Combo Ports from day 1 with 1G SFP SR transceivers. The NGFW appliance should have minimum onboard 128 GB capacity"	As per updated RFP

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
81				1. Sync 10/100/1000 Base-T port 2. RJ45 console port 3. 1 network expansion slot 4. 8x 10/100/1000 Base-T ports 5. Management 10/100/1000 Base-T port 6. 2x USB 3.0 ports 7. Lights-out Management port 8. USB Type-C console port 9. Redundant power supplies 10. 1x 240 GB SSD	irrelevant query
82	11	Next Generation Firewall (NGFW)	Performance Capacity - A Minimum NG Firewall application control throughput in real world/production environment/Application Mix — minimum 2.5 Gbps with ApplicationID/Application Control and Logging enabled, 1.5Gbps IPSec VPN throughput or more with 64 KB HTTP transaction size. Bidder should provide an undertaking of the same.	VPN throughput is generally measured with various encryption mechanism and not considering the HTTP transaction size. Request you to modify the clause as below for a wider participation: "A Minimum NG Firewall application control throughput in real world/production environment/Application Mix — minimum 2.5 Gbps with ApplicationID/Application Control and Logging enabled, 1.5Gbps IPSec VPN throughput or more with AES256-SHA256 ."	AS per RFP
83	11	Next Generation Firewall (NGFW)	A Minimum NG Firewall application control throughput in real world/production environment/Application Mix – minimum 2.5 Gbps with Application-ID/Application Control and Logging enabled, 1.5Gbps IPSec VPN throughput or more with 64 KB HTTP transaction size. Bidder should provide an undertaking of the same.	2.5 Gbps NGTP (Includes Firewall, Application Control, URL Filtering, IPS, Antivirus, Anti-Bot and SandBlast Zero-Day Protection.)  2.73 Gbps VPN AES-128	Query copied wrong may be

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
84	11	Next Generation Firewall (NGFW)	Performance Capacity - The NGFW should support minimum 35K new Layer 7 sessions per second and minimum 200K concurrent Layer 7 sessions	The mentioned clause is specific to single OEM as the session and connection values are tested with L4 and not L7. Request to modify the same as below for wider participation: "The NGFW should support minimum 35K new Layer 7/55K or more new Layer 4 sessions per second and minimum 200K concurrent Layer 7 sessions/1.5M new Layer 4 sessions"	AS per RFP
85	11	Next Generation Firewall (NGFW)	Threat Protection - AV scans for HTTP, SMTP, IMAP, POP3, FTP, SMB with actions such as allow, deny, reset, alert etc. AV scanning shall also be available per Application to include or exclude Applications.	Request to modify the clause as below for wider participation" "AV scans for HTTP, SMTP, IMAP, POP3, FTP, CIFS, MAPI, SSH with actions such as block & detect etc."	Please refer the ammendmend clause 16.3.2 ,(Table 11 ,S.No 08) of the updated RFP.
86	16.3.2.	Form TQ2: Compliance to Technical Specification 11. Next Generation Firewall (NGFW)	8. Should support Zero day prevention. Shall have protection for at least 20000 IPS signatures and integrate with Snort and Suricata integration.	Request to modify the clause as below for wider participation" "Should support Zero day prevention. Shall have protection for at least 15000 or more IPS signatures and integrate with Snort and Suricata integration."	Please refer the ammendmend clause 16.3.2 ,(Table 11 ,S.No 08) of the updated RFP.
87	11	Next Generation Firewall (NGFW)		We understand Zero day protection can be on the cloud solutions which can dynamically create VMs without any limitations and provide inputs and block the content. We understand that this is fine with you.	
88	16.3.2.	Form TQ2: Compliance to Technical Specification 11. Next Generation		Amendment Requested- 20000 IPS signatures may be specific to OEM kindly ammend the clause to to less than or equal to 14000IPS Signatures	

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
		Firewall (NGFW)			
89	11	Next Generation Firewall (NGFW)	<p>URL Filtering Capabilities - Policy Creation for Cached Results and Internet Archives: The NGFW should support policy creation around end user attempts to view the cached results of web searches and internet archives, enabling organizations to define and enforce policies to manage access to cached content effectively.</p> <p>URL Filtering Capabilities - Policy Creation for Cached Results and Internet Archives: The NGFW should support policy creation around end user attempts to view the cached results of web searches and internet archives, enabling organizations to define and enforce policies to manage access to cached content effectively.</p>	Request to remove the clause as specific archiving sites like webarchive.org, Google's cachedview.com can be explicitly allowed/blocked in URL filtering policies.	As per RFP
90	11	Next Generation Firewall (NGFW)	<p>Architecture - The proposed firewall must have min 4 physical cores with x86 processor and not an ASIC based solution. NGFW should support HA as Active/Passive and Active/Active configuration.</p>	Request to remove the clause for wider participation.	Please refer the ammendmend clause 16.3.2 ,(Table 11 ,S.No 4) of the updated RFP.
91	11	Next Generation Firewall (NGFW)	2. The proposed vendor must have "Recommended" rating with min 97% Evasion proof capability and min 97.5 % Security Effectiveness as per 2019 NSS Labs Next Generation Firewall comparative Test Report.	This is an old report and NSS is no longer providing Security Effectiveness. We would request to use CyberRatings.org security effectiveness which is the latest for NGFWs.	Please refer the ammendmend clause 16.3.2 ,(Table 11 ,S.No 2) of the updated RFP.

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
92	11	Next Generation Firewall (NGFW)	Solution should support the following authentication protocols: LDAP, RADIUS, Kerberos. Also SSL VPN shall support LDAP, Radius, Kerberos, SAML or any combination of these.	Integrates with Microsoft AD, LDAP, RADIUS, Cisco pxGrid, Terminal Servers and with 3rd parties via a Web API	As per RFP
93	11	Next Generation Firewall (NGFW)	7. Solution should be have machine learning capabilities on the data-plane to analyze web page content to determine if it contains malicious JavaScript or is being used for credential phishing. Inline ML should prevent web page threats from infiltrating network by providing real-time analysis capabilities.	We understand that ML needs training and requires a lot of compute. The best way to handle this is have cloud based solution for both anti-malware and web filtering. We request you clarify our understanding that this is the requirement.	As per RFP
94	16.3.2.	Form TQ2: Compliance to Technical Specification 11. Next Generation Firewall (NGFW)	S.No. 4 The proposed firewall must have min 4 physical cores with x86 processor and not an ASIC based solution. NGFW should support HA as Active/Passive and Active/Active configuration.	Amendment Requested-Different OEM offer different hardware to fulfill the requirement, asking for specific sizing of hardware may be specific to OEM, Request to kindly remove the clause for competitive participation.	Please refer the amendment clause 16.3.2, (Table 11, S.No 04) of the updated RFP.
95	16.3.2.	Form TQ2: Compliance to Technical Specification 11. Next Generation Firewall (NGFW)	S.No. 7 The proposed firewall should have the ability to create custom application signatures and categories without any third-party tools or services. Shall provide application dependencies, creation of policies on specific application modules, support wildcard based policies, and protect users from malicious content for upload/download by applications.	Amendment Requested-Custom app signature to be modified since it is favoring single OEM	Please refer the amendment clause 16.3.2, (Table 11, S.No 07) of the updated RFP.
96				Custom app signature to be modified	

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
97	16.3.2.	Form TQ2: Compliance to Technical Specification 11. Next Generation Firewall (NGFW)	<p>S.No. 12</p> <p>Protection against Evasive Techniques: The NGFW should provide protection against evasive techniques such as cloaking, fake CAPTCHAs, and HTML character encoding based attacks right from the start. This ensures robust security against advanced evasion methods employed by attackers.</p> <p>Custom Category Creation: The NGFW should offer flexibility in creating custom categories to cater to different needs related to risk tolerance, compliance, regulation, or acceptable use. This allows organizations to tailor the firewall policies according to their specific requirements and security standards.</p> <p>Policy Creation for Cached Results and Internet Archives: The NGFW should support policy creation around end user attempts to view the cached results of web searches and internet archives, enabling organizations to define and enforce policies to manage access to cached content effectively.</p>	Amendment Requested-URLF points language is also favoring single OEM so it needs to be modified	Please refer the ammendmend clause 16.3.2 ,(Table 11 ,S.No 12) of the updated RFP.
98	11	Next Generation Firewall (NGFW)	<p>URL Filtering Capabilities -</p> <p>Policy Creation for Cached Results and Internet Archives: The NGFW should support policy creation around end user attempts to view the cached results of web searches and internet archives, enabling organizations to define and enforce policies to manage access to cached content effectively.</p>	Request to remove the claus as specific archiving sites like webarchive.org, Google's cachedview.com can be explicitly allowed/blocked in URL filtering policies.	
99	12	Server (for use with Paradigm Application)	backed write cache, supporting RAID 0, 1,1 TP, 10, 10 TP, 5, 6, 50, 60 with 16 SAS/SATA/NVME lanes supporting up to 16 direct-connected storage devices (SAS/SATA/NVMe). Controller must support 6G SATA, 12G/24G SAS, Gen 3/Gen4 NVMe. Storage controller should support Secure encryption/data at rest Encryption	Requesting to remove this Specification	As per RFP



SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
100	12	Server	Minimum 1 - Intel Xeon-Gold 32-core Processor(x86_64)	Kindly change it as Intel Xeon-Gold 1*32-core Processor(x86_64)/ 2* 16 core Processor (x86_64)	As per RFP
101	12	Server	Server should support one of the below controllers, must support Mixed Mode which combines RAID and HBA mode operation simultaneously	Kindly change it as Server should support one of the below controllers, must support Mixed Mode which combines RAID and HBA mode operation simultaneously or Server should support the controller supporting multiple RAID types.	Please refer the ammendmend clause 16.3.2 ,(Table 12 ,S.No 09) of the updated RFP.
102	12	Server		Server should support one of the below controllers, must support RAID operation	
103	12	Controller	PCIe 4.0 based x16 RAID controller with 4GB Flash backed write cache, supporting RAID 0, 1, 1 TP, 10, 10 TP, 5, 6, 50, 60 with 16 SAS/SATA/NVME lanes supporting up to 16 direct-connected storage devices (SAS/SATA/NVMe). Controller must support 6G SATA, 12G/24G SAS, Gen 3/Gen4 NVMe. Storage controller should support Secure encryption/data at rest Encryption	Kindly change it as PCIe 4.0 based x16 RAID controller with 4GB Flash backed write cache, supporting RAID 0, 1, 10, 5, 6, 50, 60 with 16 SAS/SATA/NVME lanes supporting up to 16 direct-connected storage devices (SAS/SATA/NVMe). Controller must support 6G SATA, 12G/24G SAS	As per RFP
104	12			PCIe 4.0 based x16 RAID controller with 8GB Flash backed write cache, supporting RAID 0, 1, 1 TP, 10, 10 TP, 5, 6, 50, 60 with 16 SAS/SATA/NVME lanes supporting up to 16 direct-connected storage devices (SAS/SATA/NVMe). Controller must support 6G SATA, 12G/24G SAS, Gen 3/Gen4 NVMe. Storage controller should support Secure encryption/data at rest Encryption	as per rFP
105	12	Networking Features	2. 2x 16Gbps Single port Fibre channel card – minimum requirement	Kindly change it as x 16Gbps Single port Fibre channel card – minimum requirement or 1x 16Gbps Dual port Fibre channel card – minimum requirement	As per RFP
106	12	Bus Slots	Server should support up to eight PCI-Express 4.0 slots, at least two x16 PCIe slots	Requesting to change to 2 PCIe 5.0 x8 LP slot(s) 4 PCIe 5.0 x16 LP slot(s)	As per RFP
107	12	Industry Standard Compliance	Microsoft® Logo certifications	Requesting to remove this Specification	As per RFP

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
108	12	Server	Energy Star	Remove this	As per RFP
109	12	Industry Standard Compliance	Energy Star	Requesting to remove this Specification	As per RFP
110	12	Server	Triple Data Encryption Standard (3DES)	Remove this	As per RFP
111	12	Industry Standard Compliance	Triple Data Encryption Standard (3DES)	Requesting to remove this Specification	As per RFP
112	12	Server	ASHRAE A3/A4	Remove this	As per RFP
113	12	Industry Standard Compliance	ASH RAE A3/A4	Requesting to remove this Specification	As per RFP
114	12	System Security	System Security	Requesting to change to 1. Cryptographically signed firmware 2. UEFI Secure Boot and Secure Start support 3. Secure Erase 4. Ability to rollback firmware 5. Immutable Silicon Root of Trust 6. System Lockdown 7. FIPS 140-2 8. TPM 1.2/2.0 9. Secure Recovery – recover critical firmware to known good state on detection of compromised firmware	As per RFP
115	12	Server	USB 3.0 support With Up to 5 total: 1 front, 2 rear, 2 internal (secure)	USB 3.0 support With Up to 5 total	Please refer the ammendmend clause 16.3.2 ,(Table 12 ,S.No 11) of the updated RFP.
116	12	Server	Microsoft® Logo certifications	Microsoft certifications	As per RFP

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
117	12	Server	Secure Digital 4.0	Remove this	As per RFP
118	12	Server	Secure erase of NAND/User data	Remove this	As per RFP
119	12	Server	Common Criteria certification	Remove this	Please refer the ammendmend clause 16.3.2 ,(Table 12 ,S.No 16) of the updated RFP.
120	12	Server	Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser	Advanced Encryption Standard (AES) should support	As per RFP
121	12	Server	Support for Commercial National Security Algorithms (CNSA)	Remove this	As per RFP
122	12	Server	2, Provision one to many servers using own scripts to discover and deploy with Scripting Tool (STK) for Windows and Linux or Scripting Tools for Windows PowerShell	Remove this	As per RFP
123	12	Firmware Security	1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable	Kindly change it as "For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable or equivalent OEM technology to facilitae this without compromising the functionalities. Should have a cyber resilient architecture for a hardened server design for protection, detection & recovery from cyber attacks.Shall be certified for EAL-2+ or higher, TPM 1.2/2.0, NIST SP 800-193 ("Platform Firmware Resiliency") and NIST SP 800-147B ("BIOS Protection Guidelines for Servers")Should provide system lockdown feature and dynamic USB enable/disable (without rebooting server) to prevent change (or "drift") in system firmware	Please refer the ammendmend clause 16.3.2 ,(Table 12 ,S.No 20) of the updated RFP.

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
				image(s) & prevent malicious modification of server firmware"	
124	12	Server	1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable	Remove this	As per RFP
125	12	Firmware Security	2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware	Kindly change it as Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware or as per OEM architecture to provide the same functionalities	Please refer the ammendmend clause 16.3.2 ,(Table 12 ,S.No 20) of the updated RFP.
126	12	Server	2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware	Remove this	As per RFP
127	12	Firmware security	Firmware security	Requesting to change Automated BIOS/System level encryption to authenticate input and output data passing thru System information including, keys, passwords and digital certificates stored/created must be secured from external software attacks. Cryptographic functions offered for system security. Details of utility must be submitted with bid.	As per RFP

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
128	12	Embedded Remote Management and firmware security	Embedded Remote Management and firmware security	<p>Requesting to change Integrated management controller should support:</p> <ul style="list-style-type: none"> <li>a. Monitoring fan, power supply, memory, CPU, RAID, NIC for failures.</li> <li>b. Silicon root of trust, authenticated BIOS, signed firmware updates</li> <li>c. Real-time power meter, temperature monitoring, Policy based administration and management of System Temperature and Cooling Sub-System</li> <li>d. The system management solution should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for system authentication</li> </ul>	As per RFP
129	12	Server Management	Server Management	<p>Requesting to change to IPMI 2.0 Support with KVM and Media over LAN features. Must include all required licenses, if required for using these features.</p> <p>Out of band Management Capabilities, Stack with a full IPMI implementation , Hardware Health monitor , Remote power control, Console Redirection with multi language support HTML web Console Redirection. Serial Over LAN, Media Redirection , CD/ DVD redirection , USB 2.0 or 3.0 -based drive redirection with support for USB Key , VLAN functionality supports Reading Log Events, SMTP Support, Sensor read methodology, Email Alerting methodology, User management functionality with SSL based security , Multi User Permission Levels, Multi User Profiles, LDAP Support, Windows Active Directory and Open LDAP support, Common Information Methodology with class handling , Core Support with creation of class , instances and workability</p>	as per RFP

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
				with instances. WSMAN Support with common information model support. Provision for Getting , discovering, enumeration and subscribing features. Product datasheet/manual/manual must confirm the compliance.	
130	12	Server	5. Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available	Remove this	As per RFP
131	12	Server	9. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support	Remove this (Email Alert should available)	As per RFP
132	12	Server	Zero Touch Provisioning (ZTP) using SSDP with remote access	Remove this	As per RFP
133	12	Server	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.	Should help provide notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.	As per RFP
134	12	Server	The Server Management Software should be of the same brand as of the server supplier.	The Server Management Software should be present in the server.	As per RFP
135	13	High End Workstation Specification	Intel® W790 chipset or higher on supported motherboard	Request for change to Intel C741 Chipset	As per RFP
136	7	High End Workstation	Processor: Intel, Dual Processor each with 24 cores 2.5Ghz or higher, x86_64	Kindly modify it to Processor: Intel Xeon, Single Processor each with 28 cores or higher, x86_64	Please refer the ammendmend clause 16.3.2 ,(Table 13 ,S.No 02) of the updated RFP
137	13	High End Workstation Specification	Latest Windows 11 Pro	Requesting to add Quoted Model must be listed on OS official website of Window OR RHEL Linux and certificate copy must be attached with bid.	As per RFP
138	14	Network cabling	Supply of PVC conduit, IO ports etc. for cabling	Pls share details of the Floor Plans (including Dimensions & Locations of Network Racks) and I/O Boxes for estimating cable & conduit lengths.	Please refer Clause 13.1.3

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
139	16.3.2.	Form TQ2: Compliance to Technical Specification 17. 8U Rack (From OEM of Proposed Switch)	S.No. 3 600MM * 800MM with 2*Smart PDUs	Please confirm the Smart PDU rating	Based on the supplied item, the bidder shall submit the detailed design calculation for the necessary verification/approval of the purchase along with the bid. However extra provisoing of 20% must be provided
140	16	42 U Rack (From OEM of Proposed Storage/Switch)		Not clearly mentioned which type of PDU require (vertical or horizontal) and no. of Socket type and Outlet type	
141	17	8U Rack (From OEM of Proposed Switch)		PDU Rating is not specified, hence please confirm the Smart PDU rating	
142	16.3.2.	Form TQ2: Compliance to Technical Specification 16. 42 U Rack (From OEM of Proposed Storage/Switch)	S.No. 2 800MM * 1100MM with 2*Smart PDUs	PDU rating is not mentioned in the RFP Please confirm the Smart PDU rating	
143	General	General		Requesting to add ISO 22301,45001, Govt. of India E-Waste Regulation Compliance/Registered, all Certificate copy must be attached with Bid.	As per RFP
144		General		Requesting to add the quoted Model must be listed on OS official website of Window, RHEL Linux and certificate copy must be attached with bid.	As per RFP
145	16.3.2.	Bar Code Scanner	Bluetooth 2D Barcode Scanner should work through Wireless & Bluetooth & USB cable connection. Compatible with iOS, Android, Window PC/tablet computers and mobile phones.	Amendment Requested- Bluetooth 2D Barcode Scanner should work through Bluetooth . Compatible with iOS, Android, Window PC/tablet computers and mobile phones.	Please refer the ammendmend clause 16.3.2 ,(Table 5 ,S.No 2) of the updated RFP.

SI	Section No	Section Name	Statement as per RFP	Query by bidder	DGH Response
146	16.3.2.	Bar Code Scanner	Wireless transmission distance of up to 80-100 meters/Bluetooth transmission distance can reach 20-50 meters.	Amendment Requested- BT Transmission 10 meters	Please refer the ammendmend clause 16.3.2 ,(Table 5 ,S.No 5) of the updated RFP.
147	16.3.2.	Bar Code Printer	Max Roll Outer Diameter- 8.375	Amendment Requested-Media Roll Size- 8.0 in./203 mm O.D. on a 3.0 in./76 mm I.D. Core	As per updated RFP
148	16.3.2.	Bar Code Printer	Label Core- 1.5 inches, 3 inches	Amendment Requested- Minimum Label and Liner Length- Tear mode: 0.7 in/18 mm Cutter mode: 1 in/25 mm Peel mode: 0.5 in/13 mm	As per updated RFP
149	16.3.2.	Bar Code Printer	Print Speed- 12 Labels per minutes	Amendment Requested- Maximum Print Speed- 8 ips (300 dpi)	As per RFP
150	16.3.2.	Bar Code Printer	Maximum Print Width- 4.16	Amendment Requested- 4.09 in./104 mm	As per updated RFP