

Clarification

S.No	Page No	Section No	Section Name	Statement as per RFP	Query by bidder/Suggestions	Response
1	67	13.4	Indicative Bill of Material	The price shall include costs of providing support service as per Scope of Work, including on-site support engineer at DGH, Noida for the complete 5 years post successful On-Site Acceptance Test (OSAT) of the complete solution.	BOQ has no mention of manpower, how to incorporate costs in the final Commercials? Request you to kindly clarify	Yes. The cost may be incorporated by the bidder in the financial offerings of warranty, AMC & Support Service
2	Warranty & CAMC		Warranty & CAMC	As per RFP warranty is 1 Yr and CAMC is for 5 Yrs	In the RFP all items are Enterprise class and comes with the standard warranty of 3 Yrs. We request to take 3 Yrs warranty and 2 Yrs CAMC extendable upto 1 yr more. This will reduce to finance cost to bidders and will help to encourage the bidders to participation	As per RFP
3	Payment Terms	39	10 Payment Terms 1 & 2	80% 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.	The Mentioned Clause not as per the GFR Rule, Not as per the Latest Manual for procurement of Goods and Services. The Payment Terms Should be as per the GFR Rules. L-1 Bidder will be submitting the PBG for the Warranty period, hence 20%payment in quarterly installment is not justifying. Buyer may claim the PBG in case of non availability of Services during Warranty Period. Buyer may refer the OM No. DPE-7(4)/2007-Fin issued by Department of Public Enterprise dated: 12/02/2020 or OM No. F.6/18/2019. PPD issued by Ministry of Finance (Procurement Policy Division) Dated: 23/01/2020 the link is given below https://doe.gov.in/files/circulars_document/Procedures_Goods_Services_GeM.pdf	As per RFP
4	99	4	A3 Colour MFP Printer	Type: Flatbed, ADF Scanning: Colour & BW(Mono) Scan Size: up to A3 Size File Formats: PDF, JPG, TIFF 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)	Request for OCR Format and Scan speed 60/120 IPM	As per RFP

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5	99	4	A3 Colour MFP Printer	Media Size: A3, A4, A5, A6, B5, Post cards, envelops Media Type: Paper (Laser, Plain, Photo) Input Tray: Standard: 1 x250- sheet paper tray, 100-sheet multi - bypass tray 50-sheet automatic document feeder (ADF)	Request for 500 x 2 Sheet Input tray & 500 Sheet output and 100 Sheet ADF	As per RFP
6	99	4	A3 Colour MFP Printer	At Least 25 ppm for colour printing	At Least 25/28 ppm for colour printing	As per RFP
7	99	4	A3 Colour MFP Printer	256 MB or Higher/expandable	Request for 6GB memory	As per RFP
8	103	8	NAS Storage	Offered storage controller shall be based upon at-least PCI 3.0/4.0 technology and offered storage shall be offered with at-least 32 number of CPU cores.	Offered storage controller shall be based upon at-least PCI 4.0 technology and offered storage shall be offered with at-least 32 number of CPU cores.	As per RFP
9	NAS Storage Specifications	103	S.L. No:6, Memory and CPU Processing Power		Please Note: PCI 3.0 is legacy All Latest Technology NVMe Storage are with PCI 4.0 and PCI 5.0 Capable. Also Note: PCI 4.0 is 2x the Bandwidth performance of 3.0 PCI 5.0 is 2x the Bandwidth performance of PCI 4.0 So, it's like PCI 3.0 is 4x Slower compared to PCI 5.X.	As per RFP
10			NAS Storage	Memory and CPU Processing Power Offered storage controller shall be based upon at- least PCI 3.0/4.0 technology and offered storage shall be offered with at-least 32 number of CPU cores .	Performance, and throughput depends upon the RAID engine optimization of any storage and a particular storage can provide 50 GBPS throughput with 12 core processor and whereas some other might not provide 20GBPS with 12 core processor. So, we would request change this parameter of number of cores to required throughput.	As per RFP

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11		102	8. NAS Storage	Performance	Please Include: Proposed Storage must be able to deliver atleast 3,00,000 IOPS with less than 1ms response time, for 8K Block Size, 70:30 Random Read/Write Ratio while keeping data reduction (Deduplication and Compression) turned ON. OEM to provide documentary proof for the same.	As per RFP
12		103	8. NAS Storage	No. of Controllers Offered Storage array shall be offered with at- least dual controllers.	Change To: Offered Storage array shall be offered with at- least dual Active-Active controllers.	As per RFP
13		103	8. NAS Storage	Memory and CPU Processing Power 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 32 number of CPU cores .	Change To: Offered storage controller shall be based upon at-least PCI 3.0/4.0 technology and offered storage shall be offered with at-least 32 number of CPU cores per Controller .	As per RFP
14		102	8. NAS Storage	Data Reduction	Please Include: Proposed Storage must provide atleast 4:1 Data Reduction Guarantee for the non-compressed and non-encrypted data types. Any software / hardware needed to provide atleast 200TiB Effective Capacity (excluding metadata capacity and Journal volumes) considering non-compressed and non-encrypted data types, must be provided by OEM from day one.	As per RFP
15			Firewall	The NGFW should support minimum 1.4 Million concurrent session	New connection per second is missing, Kindly amend the clause as under: The NGFW should support minimum 1.4 Million concurrent session and at least 350K connections per second	As per RFP
16	108		Firewall	NGFW Throughput: 5Gbps or higher	Once all features are enabled in Firewall then we need to mention threat prevention Throughput which is missing. Request you to amend the clause as under : Threat Prevention Throughput: 6 Gbps	As per RFP

Clarification

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17	Specification s of Next Generation Firewall	108	S.I. NO: 5, Performance Capacity		Once all features are enabled in Firewall then we need to mention threat prevention Throughput which is missing. Request you to amend the clause as under : Threat Prevention Throughput: 6 Gbps	As per RFP
18	108	11	Next Generation Firewall (NGFW)	The NGFW should support minimum 1.4 Million concurrent session	The NGFW should support minimum 1.4 Million concurrent session and at least 350K connections per second	As per RFP
19	Specification s of Next Generation Firewall	108	S.I. NO: 5, Performance Capacity		New connection per second is missing, Kindly amend the clause as under:	As per RFP
20			L2 Switch	Device should have total Throughput of 1.2 Tbps and latency packet forwarding less than 4 microseconds with Packet forwarding throughput of 750 Mpps or more	Device should have total Throughput of 1.2 Tbps and latency packet forwarding less than 4 microseconds with Packet forwarding throughput of 750 Mpps or more and should support 40Mb system buffer	As per RFP
21			L3 Switch	The Switch should have in-built Buffer Memory of minimum 32 MB or more for lossless architecture	The Switch should have in-built Buffer Memory of minimum 40 MB or more for lossless architecture	As per RFP
22			L3 Switch	Switch should support 400K IPv4 and IPv6 LPM routes.	Additional Request	As per RFP
23	106	10 -L3 Switch (24 Ports)	L3 Switch (24 Ports)	The Switch should have in-built Buffer Memory of minimum 32 MB or more for lossless architecture	We recommend to consider minimum 3GB of buffer memory to better handle the congestion situation as asked in previous tender	As per RFP
24	35	7.4	Services of Support Services / Helpdesk	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.	Please specify what level of support is required for VAPT? Who will perform VAPT? What tool(s) will be used for VAPT? Is the bidder responsible to conduct VAPT and Bring tool for this? Please clarify	As per RFP

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25	35	7.4	Services of Support Services / Helpdesk	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.	Which Helpdesk tool is being used?	As per RFP. Shall be provided by The Application Contractor.
26		New Point	Target backup Storage Capacity	<p>The offered purpose-built backup appliance should be sized appropriately for backup of front-end data of 50TB (20% DB, & 80% VM & File System) as per below mentioned backup policies:</p> <p>a. Daily incremental backup – retained for 1 week in the backup appliance.</p> <p>b. Weekly full backup for all data types – retained for 4 Weeks in the backup appliance.</p> <p>c. Monthly full backup – retained for 12 months in the backup Appliance.</p> <p>d. Yearly full backup - retained for 5 years in the backup appliance.</p> <p>The offered purpose-built backup appliance should be quoted with minimum XX TB usable capacity. The proposed purpose-built backup appliance must be sized for adequate capacity considering and 2% daily data change rate for the contract period. Any additional backup storage capacity, software and any other component required as per sizing needs to be provided by the MSI and OEM at the time of bid. Bidder must provide the backup appliance sizing on OEM's letter head with seal & sign from the authorized signatory basis the backup retention policies mentioned.</p>		As per RFP

Clarification

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27		New Point	Target backup Storage Networking	Proposed purpose-built backup appliance should have the ability to perform different backup, restore, replication jobs simultaneously and must supports communications and data transfers through 16GB SAN, 10 Gb & 1 Gb ethernet LAN over copper and SFP+. The proposed backup appliance should be offered with minimum 1 x 1Gbps NIC, 4x 10G SFP+ and 2x 16 Gbps FC Ports.		As per RFP
28		New Point	Target backup Storage Security	The proposed backup appliance/solution must be a hardened appliance to protect backup data from ransomware and must prohibit the backup/system administrator from running deletion or destructive commands on the system. The offered backup solution should have security feature which ensures that even administrator is not able to delete the backup data deliberately & accidentally till the retention period of the backup data is expired. The backup solution should also support against NTP time drift attacks and to protect the backup data till retention expires to help against ransomware attacks		As per RFP
29		New Point	Backup Software supportability with backup Storage compatibility and secure access	The backup software should support multiple types of backup repositories including Purpose built backup alliances, S3 Object Storage, Hardened XFS repositories etc and should support VTL, OST protocol in backup target.		As per RFP
30					As you have mentioned in the RFP that payment will be released only on Installation and Commissioning, may kindly clarify that which Product will be installed on hardware.	As per RFP

Clarification

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31					Who will be responsible for installation and configuration of the application?	As per RFP
32					Whether any testing of the hardware has been done with the application, if yes, what is the make and model of the Workstation/ NAS Storage, Servers, Backup Software, Plotters, Scanners, Color MFP, Barcode Scanner, Barcode Printer and switches.	As per RFP
33					Please provide the complete configuration details which needs to be carried out (this will enable us to calculate efforts required in configuration and what is the cost involve in the same.	As per RFP
34					Please provide the Account Manager Name and Contact no of Praradim who is handling DGH.	As per RFP
35					CMMI Certification will narrow down the competition and lots of eligible partners will not be able to participate in the tender, so may I request to waive off the clause.	As per RFP
36	72	13.9	Services of Support Services / Helpdesk	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.	Experience, Qualification or Job Description for RE is not mentioned in the BID. Kindly provide these details.	The Resident engineer shall have a technical knowledge and experience of handing the solution deployed as per RFP.

Clarification

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37				Additional	In todays environment most of the traffic is encrypted . Request you to kindly include the clause : NGFW should support SSL inspection throughput of 6 Gbps	As per RFP
38		108	Specifications of Next Generation Firewall	Additional Clause	In todays environment most of the traffic is encrypted . Request you to kindly include the clause : NGFW should support SSL inspection throughput of 6 Gbps	As per RFP

Amendment

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1		103	NAS Storage	Each offered controller shall have minimum of 48 port for PCI 3.0/16 Port for PCI 4.0 lanes for NVMe disk connectivity	Change To: Each offered controller shall have minimum of 48 lanes for PCI 4.0 OR 16 lanes for PCI 3.0 for NVMe disk connectivity.	Each offered controller shall have minimum of 48 lanes for PCI 4.0 OR 16 lanes for PCI 3.0 for NVMe disk connectivity.
2	112	12. Server (for use with Paradigm Application)	CPU- Cores	Minimum 32 Cores with min 2.5GHz of Speed 3200MT/s	Please change to: Minimum 32 Cores with min 2.5GHz of Speed 3200MT/s OR Minimum 2 x 16 Cores with min 2.8GHz of Speed 3200MT/s	Minimum 1* 32 Cores Or 2 * 16 Cores with min 2.5GHz of Speed 3200MT/s
3			Data Availability and All Flash	Offered storage shall be an array which can provide enterprise class resiliency & 99.9999% data or more availability guaranteed architecture along with all NVMe controllers	Offered storage shall be an array which can provide enterprise class resiliency & 99.999% data or more availability guaranteed architecture along with all NVMe controllers	Offered storage shall be an array which can provide enterprise class resiliency & 99.999% data or more availability guaranteed architecture along with all NVMe controller
4			Firewall	Should support Zero day prevention. Shall have protection for at least 14000 or more 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 or Suricata integration.	Should support Zero day prevention. Shall have protection for at least 14000 or more IPS signatures and integrate with Snort/Suricata integration.
5			Firewall	Equipment Test Certification - ICSA, FCC, CE, VCCI and CB Certified	Equipment Test Certification - FCC, CE, VCCI and CB Certified	Equipment Test Certification - FCC, CE, VCCI and CB Certified
6			Firewall	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"	Min 8 x 1 Gig Copper interfaces and 2*10G SFP Ports from day 1 with 10G SFP SR transceivers. The NGFW appliance should have minimum onboard 128 GB capacity"	Min 8 x 1 Gig Copper interfaces and 2*10G SFP slot from day 1 with 10G must be populated with SFP SR transceiver modules. The NGFW appliance should have minimum onboard 128 GB capacity"
7			Firewall		In firewall most of the OEMs don't have combo ports and request you to increase the storage capacity. Request you to amend the clause as under:	Min 8 x 1 Gig Copper interfaces and 2*10G SFP slot from day 1 with 10G must be populated with SFP SR transceiver modules. The NGFW appliance should have minimum onboard 128 GB capacity"

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8			Firewall		"Min 8 x 1 Gig Copper interfaces , 4x 1 Gig SFP and 4*10G SFP with 2x10G SFP SR transceivers from day1. The NGFW appliance should have minimum onboard 400 GB capacity"	Min 8 x 1 Gig Copper interfaces and 2*10G SFP slot from day 1 with 10G must be populated with SFP SR transceiver modules. The NGFW appliance should have minimum onboard 128 GB capacity"
9	GEM Bid No	1	GeM Bid No	TENDER no. GEM/2024/B/4685406	On the First Page of the RFP mentioned Tender No is GEM/2024/B/4685406 whereas as per the GEM Bid Tender No is GEM/2025/B/5773289. this is the typo error please amend accordingly	Tender No on First Page of RFP may be read as GeM/2025/B/5773289
10			High End Workstation	Graphics Card Nvidia-RTX A5000 Ada series or higher with minimum 16 GB Graphics Memory for connecting minimum two number of monitors with HDMI Ports/ Display Port	There are no card with the name: Nvidia-RTX A5000 Ada series. The correct card is NVIDIA RTX 5000 Ada Generation also NVIDIA RTX 5000 Ada Generation is 32GB Card and not 16GB. In case the requirement is 16GB are we allowed to quote 16GB Graphics?? In that case we will offer NVIDIA RTX 2000 Ada Generation which is 16GB and not NVIDIA RTX 5000 Ada Generation.	Graphics Card Nvidia-RTX 5000 Ada series or higher with minimum 32 GB Graphics Memory for connecting minimum two number of monitors with HDMI Ports/ Display Port
11			High End Workstation	Environmental Compliance • Energy Star certification, Gold Power supplies, EPEAT certification OR BIS and BEE, EPR and RoHS and any other relevant Indian Certificates • Certificates /Document to this affect to be attached	Please remove BEE	Environmental Compliance • Energy Star certification, Gold Power supplies, EPEAT certification OR BIS/BEE, EPR and RoHS and any other relevant Indian Certificates • Certificates /Document to this affect to be attached

Amendment

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12			High End Workstation	Display (Dual Monitor) Two numbers of minimum 31 or above" FHD monitor having minimum resolution (1920 x 1080p native) or higher resolution with HDMI Ports/ Display Ports • Full HD display with 31 inch / 78 cm or higher. • Non-touch, IPS, 1920x1080 native or higher, LED backlit, TCO 07 Compliant • Monitory stand height and tilt adjustable. • Monitors should be from same OEM as the workstation supplied.	Earlier requirement was with 4K Monitor, which has been brought down to FHD Monitor. Is FHD the functional requirement or typo error.	Display (Dual Monitor) Two numbers of minimum 31 or above" 4K monitor with HDMI Ports/ Display Ports • Non-touch, IPS, LED backlit, TCO 07 Compliant • Monitory stand height and tilt adjustable. • Monitors should be from same OEM as the workstation supplied.
13			High End Workstation Workstations for use with Paradigm application	Hard Disk 2 x 1 TB M.2 PCIe NVMe SSD with RAID 1 for OS/ Application., 4x 4 TB M.2 PCIe NVMe SSD in RAID 5 for Data	Please change it to: 2 x 1 TB M.2 PCIe NVMe SSD (no RAID) or 1 x 2 TB M.2 PCIe NVMe SSD (no RAID) for OS/ Application. 4x 4 TB M.2 PCIe NVMe SSD in RAID 5 for Data	Hard Disk 2 x 1 TB M.2 PCIe NVMe SSD for OS/ Application., 4x 4 TB M.2 PCIe NVMe SSD in RAID 5 for Data
14		105	L2 Switch	Feature Device should support IEEE 802.1x Authentication framework, MAC authentication, Dynamic VLAN assignment, Dynamic ACL assignment.	Change to: Device should support IEEE 802.1x Authentication framework, MAC authentication	Feature Device should support IEEE 802.1x Authentication framework, MAC authentication.
15	105	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, HTTPS, SFTP, CLI task scheduler and configuration session.	Should Support telnet, industry standard hierarchical CLI, SSHv2, HTTPS, SFTP, CLI task scheduler and configuration session.
16	105	9	L2 Switch (24 Ports)	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	Device should support Hitless upgrade or reloads in MLAG / VPC setup and standalone (non-stack) setup, without adversely affecting the forwarding plane with sub second data outage during upgrade.	Device should support Hitless upgrade or reloads in MLAG / VPC setup and standalone (non-stack) setup, without adversely affecting the forwarding plane with sub second data outage during upgrade.
17	105	9	L2 Switch (24 Ports)	Device should support 4K VLANs, 9216 Jumbo frames and layer-2 loop avoidance protocols like MST, per-vlan RSTP, a BPDU Guard, Loop Guard	Device should support 4K VLANs, 9216 Jumbo frames and layer-2 loop avoidance protocols like STP ,MST, RSTP, a BPDU Guard, Loop Guard	Device should support 4K VLANs, 9216 Jumbo frames and layer-2 loop avoidance protocols like STP ,MST, RSTP, a BPDU Guard, Loop Guard

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18		106	L3 Switch	Feature The Switch shall support VXLAN-EVPN, EVPN active/active multi-homing, Integrated Routed and Bridging with VXLAN	The Switch shall support VXLAN-EVPN, EVPN active/active multi-homing or MC-LAG or equivalent, Integrated Routed and Bridging with VXLAN	The Switch shall support VXLAN-EVPN, EVPN active/active multi-homing or MC-LAG or equivalent, Integrated Routed and Bridging with VXLAN
19			L3 Switch	Device should have 24 x 10G and 8 x40/100G QSFP28 fully populated from day 1	Device should have 24 x 10G and 6x 40/100G fully populated from day 1	Device should have 24 x 10G and 6x40/100G QSFP28 fully populated from day 1.The Switch shall support throughput of minimum 1680 Gbps and Packet Forwarding Throughput shall be 1000 Mpps or more
20	107	10	L3 Switch (24 Ports)	should have programmability and automation support with on board python, bash and docker containers or supports REST API for 3rd party integrations	should have programmability and automation support with python/bash/docker containers or supports REST API for 3rd party integrations.	should have programmability and automation support with python/bash/docker containers or supports REST API for 3rd party integrations.
21		103	NAS Storage	Host Ports and Back-end Ports 2. Offered storage shall support both Fiber Channel (FCP) as well as NVMeOF over Fiber channel, iSCSI/ SMB/ NFS protocols.	Change To: 2. Offered storage shall support both Fiber Channel (FCP) as well as NVMeOF over Fiber channel, iSCSI, SMB, NFS protocols.	Offered storage solution shall support both Fiber Channel (FCP) as well as NVMeOF over Fiber channel, iSCSI, SMB, NFS protocols.
22	102	8	NAS Storage	Storage solution shall be configured with File Header to provide NFS and CIFS/SMB Protocol and/ or If NAS protocols are not supported natively, Storage solution shall be configured with redundant File Header to provide iSCSI/ SMB/ NFS/CIFS protocols.	Storage solution shall be configured with File Header to provide NFS and CIFS/SMB Protocol.	Storage solution shall be configured with File Header or Natively to provide NFS and CIFS/SMB Protocol .
23			NAS Storage	Storage solution shall be configured with File Header to provide NFS and CIFS/SMB Protocol and/ or If NAS protocols are not supported natively, Storage solution shall be configured with redundant File Header to provide iSCSI/ SMB/ NFS/CIFS protocols.	Storage should be true unified and should have file level , blocklevel protocols in single node of Dual active active controller. File level and block level protocols such as CIFS, SMB, NFS, FTP, iSCSI, FC, WebDAV and SAS protocols should be supported from single appliance and simultaneously all the protocols should be usable.	Storage solution shall be configured with File Header or Natively to provide NFS and CIFS/SMB Protocol .
24	103	8	NAS Storage	Each offered controller shall have minimum of 48 port for PCI 3.0/16 Port for PCI 4.0 lanes for NVMe disk connectivity	Each offered controller shall have minimum of 48 PCI 4.0 lanes for NVMe disk connectivity.	Each offered controller shall have minimum of 48 lanes for PCI 4.0 OR 16 lanes for PCI 3.0 for NVMe disk connectivity.

Amendment

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25	119	15 Backup Software	Point # 7	The proposed backup software should support software-based deduplication device that ensures efficient use of storage space and network bandwidth	The proposed backup software should support software-based or appliance based deduplication device that ensures efficient use of storage space and network bandwidth	The proposed backup software should support software-based or appliance based deduplication device that ensures efficient use of storage space and network bandwidth
26	119	15 Backup Software	Point # 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.	Proposed backup software should be available on various OS platforms like Windows & Linux. The backup server should be compatible to run on both Windows and Linux OS platforms with High Availability support. The solution must be capable of supporting SAN based backup / restore from various platforms including HP-UX, Linux, Open VMS, NetWare and Windows.	The proposed backup solution should be available on various OS platforms such as Windows and Linux platforms and be capable of supporting SAN based backup / restore from various platforms including HP-UX, Linux, Open VMS, NetWare and Windows.
27	NAS Storage Specifications		S.I No: 9 Host Ports and Back-end Ports	Each offered controller shall have minimum of 48 port for PCI 3.0/16 Port for PCI 4.0 lanes for NVMe disk connectivity	Please Note: PCI 3.0 is legacy All Latest Technology NVMe Storage are with PCI 4.0 and PCI 5.0 Capable. Also Note: PCI 4.0 is 2x the Bandwidth performance of 3.0 PCI 5.0 is 2x the Bandwidth performance of PCI 4.0 So, it's like PCI 3.0 is 4x Slower compared to PCI 5.X.	Each offered controller shall have minimum of 48 lanes for PCI 4.0 OR 16 lanes for PCI 3.0 for NVMe disk connectivity.
28	NAS Storage Specifications	102	S.L. No: 2 Capacity & Scalability	Storage solution shall be configured with File Header to provide NFS and CIFS/SMB Protocol and/ or If NAS protocols are not supported natively, Storage solution shall be configured with redundant File Header to provide iSCSI/ SMB/ NFS/CIFS protocols.	Kindly amend the clause as requested	Storage solution shall be configured with File Header or Natively to provide NFS and CIFS/SMB Protocol .
29	Specifications of Next Generation Firewall	108	S.No: 4 Interfaces and Storage		In firewall most of the OEMs don't have combo ports and request you to increase the storage capacity. Request you to amend the clause as under: "Min 8 x 1 Gig Copper interfaces , 4x 1 Gig SFP and 4*10G SFP with 2x10G SFP SR transceivers from day1. The NGFW appliance should have minimum onboard 400 GB capacity"	Min 8 x 1 Gig Copper interfaces and 2*10G SFP slot from day 1 with 10G must be populated with SFP SR transceiver modules. The NGFW appliance should have minimum onboard 128 GB capacity"

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30		Thin Client/Desktop with Dual Monitor	Security	Integrated protection from malware that lurks on malicious websites	Please Delete this clause	Clause stands deleted
31	112		Server (for use with Paradigm Application)	CPU Minimum 1 - Latest 5th Generation Intel Xeon-Gold 32-core Processor(x86) / equivalent AMD processor	Please change to: 2 number - Latest 5th Generation Intel Xeon-Gold 32-core Processor(x86) / equivalent AMD processor OR 2 number - Latest 5th Generation Intel Xeon-Gold 16-core Processor(x86) / equivalent AMD processor	Minimum 1* 32 Cores Or 2 * 16 Cores with min 2.5GHz of Speed 3200MT/s
32	Table 6: Technical Qualification Criteria (TQC)	31	Table 6: Technical Qualification Criteria (TQC)		Calculation of Marks as describe under the Criteria is not matching the total marks	Table 6 of Technical Qualification Criteria(TQC) may be read as mentioned in Annexure I
33		New Point	Target backup Storage Efficiency	The proposed backup hardware should have support for data deduplication and hardware assisted compression to reduce storage capacity requirements. Proposed backup hardware should have Source and target level de-duplication licenses.		The proposed backup software should support software-based or appliance based deduplication device that ensures efficient use of storage space and network bandwidth
34	31	6.2.2	Technical Qualifications	Table 6: Technical Qualification Criteria (TQC)	The entire table has wrong marks. Each section needs to be multiplied by 2 to get maximum marks defined. Please provide correct marking scheme	Table 6 of Technical Qualification Criteria(TQC) may be read as mentioned in Annexure I

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S.No	Page No	Section No	Section Name	Statement as per RFP	Query by bidder/Suggestions	Response
35			Workstations for use with Paradigm application	<p>Ports</p> <p>Front : 4 x SuperSpeed USB Type-A 5 Gbps, 1 x Headphone/microphone combo</p> <p>Rear : 6 x SuperSpeed USB Type-A 5Gbps Signalling Rate , 1 x Audio Line-In / Out, 2 x 10G Base-T network ports</p>	<p>We have Front and Rear ports in following combination request is to kindly generalize.</p> <p>Front:</p> <p>(2) USB 3.2 Gen 1 ports</p> <p>USB 3.2 Gen 2 Type-C port with PowerShare</p> <p>USB 3.2 Gen 2 Type-C port</p> <p>Universal audio port</p> <p>SD-card slot</p> <p>Rear:</p> <p>(3) USB 3.2 Gen 2 Type-C ports</p> <p>(2) USB 3.2 Gen 1 ports</p> <p>USB 3.2 Gen 1 port with Smart Power On</p> <p>RJ45 Ethernet port, 1GBE</p> <p>RJ45 Ethernet port, 10GBE</p> <p>Line-out port</p> <p>Serial port</p>	<p>Front : 4 x SuperSpeed USB Type-A/C 5 Gbps, 1 x Universal I/O port</p> <p>Rear : 5 x SuperSpeed USB Type-A/C 5Gbps Signalling Rate , 1 x 10G Base-T, 1 X 10 G Dual Port</p>
36			Workstations for use with Paradigm application	<p>Graphics Card</p> <p>Nvidia-RTX A5000 Ada series or higher with minimum 16 GB Graphics Memory for connecting minimum two number of monitors with HDMI Ports/ Display Port</p>	<p>There are no card with the name: Nvidia-RTX A5000 Ada series. The correct card is NVIDIA RTX 5000 Ada Generation also NVIDIA RTX 5000 Ada Generation is 32GB Card and not 16GB. In case the requirement is 16GB are we allowed to quote 16GB Graphics?? In that case we will offer NVIDIA RTX 2000 Ada Generation which is 16GB and not NVIDIA RTX 5000 Ada Generation.</p>	<p>Graphics Card</p> <p>Nvidia-RTX 5000 Ada series or higher with minimum 32 GB Graphics Memory for connecting minimum two number of monitors with HDMI Ports/ Display Port</p>
37			Workstations for use with Paradigm application	<p>Environmental Compliance</p> <ul style="list-style-type: none"> • Energy Star certification, Gold Power supplies, EPEAT certification OR BIS and BEE, EPR and RoHS and any other relevant Indian Certificates • Certificates /Document to this affect to be attached 	<p>Please remove BEE</p>	<p>Environmental Compliance</p> <ul style="list-style-type: none"> • Energy Star certification, Gold Power supplies, EPEAT certification OR BIS/BEE, EPR and RoHS and any other relevant Indian Certificates • Certificates /Document to this affect to be attached

Amendment

S.No	Page No	Section No	Section Name	Statement as per RFP	Query by bidder/Suggestions	Response
38			Workstations for use with Paradigm application	Display (Dual Monitor) Two numbers of minimum 31" FHD monitor having minimum resolution (1920 x 1080p native) or higher resolution with HDMI Ports/ Display Ports • Full HD display with 31 inch / 78 cm or higher. • Non-touch, IPS, 1920x1080 native or higher, LED backlit, TCO 07 Compliant • Monitory stand height and tilt adjustable. • Monitors should be from same OEM as the workstation supplied.	Earlier requirement was with 4K Monitor, which has been brought down to FHD Monitor. Is FHD the functional requirement or typo error.	Display (Dual Monitor) Two numbers of minimum 31 or above" 4K monitor with HDMI Ports/ Display Ports • Non-touch, IPS, LED backlit, TCO 07 Compliant • Monitory stand height and tilt adjustable. • Monitors should be from same OEM as the workstation supplied.

Table 6: Technical Qualification Criteria (TQC)

Sl	Evaluation Criteria	Criteria	Marks (Max)
1	Turnover	Average turnover in last three financial years i.e for FY: 2021-22, 2022-23 and 2023-24 1. More than ₹ 10 Cr.: 20 Marks 2. More than ₹ 5 Cr but <= ₹ 10 Cr: 10 Marks 3. ₹ 3 Cr to <= ₹ 5 Cr: 6 Marks	20
2	Support Team	The bidder has a team of support executives: 1. Support team of minimum 5 executives- 6 Marks 2. Support Team of 5 -15 executives: 10 Marks 3. Support Team of more than 15 executives: 20Marks (Certificate from the HR Head/Authorized Signatory of the Bidding Agency)	20
3	OEM certification/ Recognition	The bidder is Authorized/Certified/by OEM: 1. By 1 OEMs: 4 Marks 2. By 2 OEMs: 6 Marks 3. By 3 or More OEMs: 10 Marks (The bidder should submit the requisite and valid certificate from OEM)	10
4	Approach & Methodology & Presentation	1.Understanding of the Scope of Work: (10 Marks) 2.2 Case Studies of previous deployment on multiple sites (10 Marks) 3.Proposed Network Architecture (10 Marks) 4.Quality of the proposal should have(10 Marks) a. Bid documents are indexed properly b. Bid documents are signed and stamped properly by the authorised signatory c. Offered specifications properly mentioned with catalogue etc.	40
5	Certification	Bidder Quality Certifications a. CMMi Certification: • Level 3: (2 mark) or • Level 4: (4 marks), or • Level 5: (6 marks) b. ISO Certification: • ISO 9001 Certification: (2 marks) • ISO/ IEC 27001 Certification: (2 marks)	10
Total Marks			100

Directorate General of Hydrocarbons

**(Under Ministry of Petroleum & Natural Gas (MoPNG)
Government of India (GoI)**

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/2025/B/5773289

**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.

Table of Contents

Contents

DISCLAIMER	2
1. Abbreviations & Definitions.....	9
1.1. Abbreviations	9
1.2. Definitions	11
2. Invitation to Bid	14
3. Fact Sheet	15
4. Project Background	16
4.1. About DGH National Data Repository	16
4.2. Purpose of the Bid	17
5. Instructions to Bidders	18
5.1. General	18
5.2. Compliant Proposals / Completeness of Response	18
5.3. Pre-Bid Queries & Clarifications	18
5.3.1. Pre-bid queries	18
5.3.2. Responses to Pre-Bid Queries	19
5.4. Key Requirements of the Bid	19
5.4.1. Right to Terminate the Process	19
5.4.2. Submission of Proposals	19
5.5. Preparation and Submission of Proposal	22
5.5.1. Proposal Preparation Costs.....	22
5.5.2. Language	23
5.5.3. Late Bids.....	23
5.5.4. Bid Security/ Earnest Money Deposit.....	23
5.5.5. Bid Validity.....	23
5.6. Authorized Signatory and Authentication of Bids	23
5.7. Right to the Content of Proposal	23
5.8. Disqualification.....	24
5.9. Confidentiality	24
5.10. Purchaser's right to accept/reject any or all proposals	25
5.11. Consortiums.....	25
6. Evaluation Process and Criteria	25
6.1. Evaluation Process	25

6.1.1.	Pre-Qualification & Technical Evaluation	25
6.1.2.	Commercial Evaluation	26
6.2.	Evaluation Criteria	26
6.2.1.	Pre-Qualification Criteria (PQC)	27
6.2.2.	Technical Evaluation Criteria	30
6.2.3.	Commercial evaluation criteria	32
7.	Service Level Requirements	35
7.1.	SLAs & Penalties	35
7.2.	Definitions applicable for SLA and Penalty:	35
7.3.	Penalty for Service & Equipment Failure	35
7.4.	Support/Helpdesk Tool and SLA Management Tool	35
7.5.	Application of Penalty	35
7.6.	Monthly Service Level Availability	36
8.	Liquidated Damages	37
9.	Award of Contract	37
9.1.	Award Criteria	37
9.2.	Letter of Award	38
9.3.	Contract Finalization	38
9.4.	Performance Bank Guarantee (PBG)	38
9.5.	Signing of Contract	39
10.	Payment Terms	39
11.	Special Conditions of Contract	41
11.1.	General	41
11.2.	Warranty/Defect Liability Period and Remedy of Defects	42
11.3.	Guarantee and Performance Security:	42
11.4.	Subcontracting/Assignment:	42
11.5.	Confidentiality of Information:	42
11.6.	General Obligations of Bidder/Contractor:	43
11.7.	Rights and Privileges of Purchaser	44
12.	General Conditions	44
12.1.	Interpretations	44
12.2.	Conditions Precedent	46
12.3.	Representations & Warranties	46
12.4.	Scope of Contract	48
12.5.	Key Performance Measurements	49

12.6.	Commencement and progress	49
12.7.	Standards of Performance	49
12.8.	Bidder's Obligations	50
12.9.	Bidder's Personnel	50
12.10.	Project Coordinator-SPOC.....	50
12.11.	Contract Administration	51
12.12.	Purchaser's Right of Monitoring, Inspection and Periodic Audit	51
12.13.	Purchaser's Obligations.....	52
12.14.	Intellectual Property Rights	52
12.15.	Document Ownership and Retention.....	53
12.16.	Equipment's/Licenses Ownership	53
12.17.	Indemnity	53
12.18.	Confidentiality	54
12.19.	Taxes	55
12.20.	Warranty.....	57
12.21.	Change Orders/Alteration/Variation	58
12.21.1.	Conditions for Change Order	58
12.21.2.	Procedures for Change Order	59
12.21.3.	Conditions for Revised Work / Change Order	60
12.22.	Termination	60
12.22.1.	Termination for Default	60
12.22.2.	Termination for Insolvency	61
12.22.3.	Termination for Convenience	61
12.23.	Liquidated Damages.....	61
12.24.	Limitation of the Bidder's Liability towards the Purchaser	61
12.25.	Conflict of Interest.....	62
12.26.	Force Majeure	62
12.27.	Exit Management Plan (Not applicable).....	63
12.28.	IT Act 2008	63
12.29.	Governing Law & Jurisdiction	63
12.30.	Dispute Resolution	64
13.	Scope of Work (SoW)	64
13.1.	Introduction.....	64
13.2.	Broad Scope of Activities	64
13.3.	Delivery Terms and Conditions	67

13.3.1.	Delivery/ Completion Schedule	67
13.3.2.	Delivery Address for DGH, NOIDA	67
13.3.3.	Delivery Address for DGH, Bhubaneswar	67
13.4.	Indicative Technical Bill of Material:	67
13.5.	Post Warranty Comprehensive AMC Support.....	68
13.6.	Contract Period.....	71
13.7.	Services of Helpdesk.....	71
13.8.	On-Site Acceptance Tests (OSAT)	71
13.9.	Services of Support Services / Helpdesk	72
13.9.1.	General:	72
13.9.2.	Work Location and working hours.....	72
13.10.	End of Contract Deliverables/ Transition and Exit Management.....	73
13.11.	Documents to be Provided by Bidder/Contractor	74
13.11.1.	Along with the Bid.....	74
13.11.2.	Project deliverables.....	74
13.12.	Responsibility of the Purchaser	75
13.13.	Extension of Contract.....	75
14.	Project Timelines	76
15.	Management of Services.....	76
16.	Annexures.....	77
16.1.	Annexure I: Templates for bidder.....	77
16.1.1.	Template 1: Format for Pre-Bid Query submission.....	77
16.1.2.	Template 2: Format for Performance Bank Guarantee (PBG).....	78
16.1.3.	Template 3 : Non-Disclosure Agreement (NDA)	79
16.1.4.	Template 4 : Bid Security Declaration	81
16.1.5.	Template 5: Undertaking (no conflict of interest)	83
16.1.6.	Template 6: Undertaking regarding Non-Retention of NDR Data.....	84
16.1.7.	Template 7: No Claim Certificate.....	85
16.1.8.	Template 8: Undertaking by Bidder.....	86
16.2.	Annexure II: Pre-Qualification Proposal Format.....	87
16.2.1.	Form PQ1: Bidder's Information & Covering Letter	87
16.2.2.	Form PQ2: Financial Strength	90
16.2.3.	Form PQ3: Self declaration for non-black listing	91
16.2.4.	Form PQ4: OEM Product Support & Manufacturer's Authorisation Form (MAF)	92
16.2.5.	Form PQ5: Pre-Qualification (PQ) Document Checklist	94

16.3.	Annexure III: Technical Qualification Proposal Format	95
16.3.1.	Form TQ1: Bidder's information	95
16.3.2.	Form TQ2: Compliance to Technical Specification	96
16.3.3.	Form TQ3: Project Experience Submission format	121
16.3.4.	Form TQ4: Technical Qualification Document Checklist.....	122
16.4.	Annexure IV: Commercial Proposal (CP) format	123
16.4.1.	Form CP 1: Covering letter	123
16.4.2.	Commercial Proposal Format (Bill of Materials)	125

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

29.	OPEX	Operational Expenditure
30.	OSDU	Open Sub surface Data Universe
31.	PBG	Performance Bank Guarantee
32.	PDC	Primary Data Centre
33.	PSU	Public Sector Undertaking
34.	QA/QC	Quality Assurance / Quality Control
35.	QOS	Quality of Services
36.	RFP	Request for Proposal
37.	RMS	Root Mean Square
38.	SDC	Secondary Data Centre
39.	SLA	Service Level Agreement
40.	SOW	Scope of Work
41.	SW	Software
42.	TAC	Technical Assistance Centre
43.	TCV	Total Contract Value
44.	TPA	Third Party Agency
45.	UI	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 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. **"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.
20. **"LoI"** means Letter of Intent, which shall constitute the intention of the purchaser to place the Purchase/Work Order with the successful bidder.
21. **"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.
22. **"National data repository (NDR)"** A National Hydrocarbon Exploration & Production data bank of a Country.
23. **"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.
24. **"Parties"** means Purchaser and selected bidder for the purposes of this Agreement and "Party" shall be interpreted accordingly.
25. **"Proposal / Bid"** means the Pre-Qualification, Technical and Financial bids submitted for this project against this RFP.
26. **"Purchaser"** shall mean Directorate General of Hydrocarbons.
27. **"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.
28. **"RFP"** shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by DGH in respect of the RFP.
29. **"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.

30. **"Selected/Successful Bidder"** means who is winning the bid post passing all evaluations criteria mentioned in the below RFP.
31. **"Site"** shall mean the location(s) for which the work has been allotted and where the services are to be delivered.
32. **"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.
33. **"Stakeholders"** means Purchaser or its nominated agencies, citizens, employees etc.
34. **"Termination Notice"** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
35. 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	<p>xx.xx.xxx</p> <p>Send queries to: <xxxxxxxx@dghindia.gov.in> cc: hodmm@dghindia.gov.in</p> <p>As per Section 16.1.1 (Template 1: Format for Pre-Bid Query submission)</p>
7	Pre-bid Conference	xx.xx.xxx (Bidders to submit pre-bid queries at least xx days prior to Pre-bid Conference)
8	Final submission	As specified in GeM Bid Document
9	Technical Presentation	To be informed later
10	Address for Communication	<p>Directorate General of Hydrocarbons (DGH)</p> <p>OIDB Bhawan, Plot No 2, Sector 73,</p> <p>Noida - 201301</p> <p>e-mail – hodmm@dghindia.gov.in</p>

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 5th 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, also collaborates and mobilises partnerships with the industry, to evolve revenue-based models for service delivery.

To undertake these functions, Digital India Corporation attracts talent and resources both from government and market. The judicious mix of talent ensures 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"> ● Bid Security Declaration (Section 16.1.4) ● Authorisation for signing the Bid ● Integrity Pact 	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"> a) Covering Letter, Section 16.4.1: Form CP 1 b) Pre-Qualification Proposal as per Section 6.2.1: Pre-Qualification Criteria along with the required supporting documents/forms specified at Annexure II: Pre-Qualification Proposal Format. c) Technical Proposal as per Section 6.2.2: Technical Evaluation Criteria along with the required supporting documents/forms specified at Annexure III (Technical Qualification Proposal Format). d) Duly signed Commercial Proposal Format (Bill of Material) with offered price fields left blank, Section 16.4.2 e) Undertaking from the bidder to sign the Non-Disclosure Agreement (NDA) as per format at Section 16.1.3: Template 3, in the event of placement of award. f) Undertaking (no conflict of interest), Section 16.1.5: Template 5 g) Undertaking by Bidder, Section 16.1.8: Template 8 h) Checklist of all documents submitted 	Yes
4	Financial bid	<ul style="list-style-type: none"> a) Commercial Proposal as per the required supporting documents/forms specified at Annexure IV: Commercial Proposal (CP) format b) Check list of all documents submitted 	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](#)
6. The originals of the documents submitted by the bidders shall have to be produced by the bidder(s) to DGH as and when asked for.
7. Bidders should note that DGH may verify authenticity of all the documents/certificate/ information submitted by the bidder(s) against the tender.

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 bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and DGH shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

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).**
6. In case, it is found that the quoted amount against “***Sub Total of Warranty, AMC & Support Services (Inclusive of GST) (B)***” by the bidder is less than 30% of the price quoted against “***Sub Total of Supply Items (Inclusive of GST) (A)***” of ***Table 18 (Commercial Proposal)***”, an amount of 30% of quoted price for “***Sub Total of Supply Items (Inclusive of GST) (A)***” would be deemed as charges against Item “***Sub Total of Warranty, AMC & Support Services (Inclusive of GST) (B)***” for the purpose of evaluation and payments. The “***Sub Total of Supply Items (Inclusive of GST) (A)***” shall accordingly be adjusted, without changing the Total bid cost offered by the bidder, for the purpose of evaluation and making payments.
7. 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.
8. 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	Bidder must be a Legal Entity i.e. 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 2) Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status		1. Copy of Certificate of Incorporation/ Registration 2. Copy of registration Certificates with the GST & IT (PAN) Authorities
2.	Experience	Experience of having successfully completed supply and installation of IT hardware items comprising of at least Enterprise Storage , during the last three years, reckoned from the last date of original bid submission, as per either of the following: Three completed /Ongoing work of total value more than ₹ 2.3 Cr. each OR		The certificate of experience should be issued by customer to the bidder 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),

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

SI	Requirements	Requirements	Compliance (Yes/No)	Evidence to be submitted~
		<p>Two completed /Ongoing work of total value more than ₹ 3.8 Cr. each OR One completed /Ongoing work of total value more than ₹ 6 cr.</p> <p>Note:</p> <p>(i) All amounts are exclusive of applicable taxes.</p>		<p>contract agreement number with date, date of work completion and amount/ value of successfully completed work.</p> <p>Ongoing work would also qualify if the value of the work completed till the specified date is as per the requirement specified herein; However, in this case, bidder must have completed supply & installation of Enterprise Storage & documentary evidence towards the same to be submitted with details as specified above.</p>
3.	Turnover	The Bidder should have average annual turnover of more than ₹ 2.7 Cr. for last 3 Financial years (i.e. FY 2021-22, FY 22-23 and FY 23-24).		A Certificate issued by the Statutory Auditor/ Practising Chartered Accountant (not necessarily a statutory auditor) should be submitted mentioning turnover along with copies of Audited financial statements for the FYs (i.e. FY 21-22, FY 22-23 and FY 23-24).
4.	Net worth	The bidder should have positive Net worth for the preceding Financial years (i.e		A Certificate issued by the Statutory Auditor / Practising Chartered

SI	Requirements	Requirements	Compliance (Yes/No)	Evidence to be submitted~
		FY 23-24), reckoned from the last date of original bid submission		Accountant (not necessarily a 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 Product support & Manufacturer's Authorisation Form (MAF)	The bidder shall submit copies of bid specific OEM Product support & Manufacturers Authorization Form (MAF) for the supplied items [Thin clients, High end Workstation, Server and Backup software, NAS Storage, Networking Device (L2& L3 Switch and firewall), A0 Plotter, A0 Scanner, A3 Colour MFP]		Copies of Bid specific OEM Product support & Manufacturers Authorization Form (MAF) Form PQ4: from OEMs as per Sr. 6 including AMC support over the entire contract period, including extension of 1 year (if any).

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 OEM Product support & Manufacturers Authorisation Forms (MAFs) from the proposed OEMs, for supply, On-site warranty 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 70 marks out of 100 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: 2021-22, 2022-23 and 2023-24 1. More than ₹ 10 Cr.: 20 Marks 2. More than ₹ 5 Cr but <= ₹ 10 Cr: 10 Marks 3. ₹ 3 Cr to <= ₹ 5 Cr: 6 Marks	20
2	Support Team	The bidder has a team of support executives: 1. Support team of minimum 5 executives-6 Marks 2. Support Team of 5 -15 executives: 10 Marks 3. Support Team of more than 15 executives: 20 Marks (Certificate from the HR Head/Authorized Signatory of the Bidding Agency)	20
3	OEM certification/R ecognition	The bidder is Authorized/Certified/by OEM: 1. By 1 OEMs : 4 Marks 2. By 2 OEMs : 6 Marks 3. By 3 or More OEMs: 10 Marks (The bidder should submit the requisite and valid certificate from OEM)	10
4	Approach & Methodology & Presentation	1. Understanding of the Scope of Work: (10 Marks) 2. 2 Case Studies of previous deployment on multiple sites (10 Marks) 3. Proposed Network Architecture (10 Marks)	40

		4. Quality of the proposal should have (10 Marks) a) Bid documents are indexed properly b) Bid documents are signed and stamped properly by the authorised signatory c) Offered specifications properly mentioned with catalogue etc.	
5	Certification	Bidder Quality Certifications a. CMMi Certification: <ul style="list-style-type: none">• Level 3: (2 mark) or• Level 4: (4 marks), or• Level 5: (6 marks) b. ISO Certification: <ul style="list-style-type: none">• ISO 9001 Certification: (2 marks)• ISO/ IEC 27001 Certification: (2 marks)	10
Total Marks			100

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 & as amended from time to time, 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 herein before, 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 (as applicable) 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)
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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

Sl.	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 90 days from issue of Go ahead from purchaser, after issuance of work order.	At the rate of 0.5% of the Total Order value of the contract period per week or part thereof of delay subject to maximum of 10% of the Total Order value of the contract period.

Note:

- The total amount of liquidated damages on account of delay shall not exceed 10% of the total Order value of the contract period, 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 order value, 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 date of completion of all contractual obligation of the contractor including defect liability, warranty, extensions (if any).
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. 80% 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) 20% 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 of 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, warranty, extensions (if any).
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. Except Intellectual Property Rights of the Bidder and its licensors, 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. Both Parties understand that each may have developed or accumulated special techniques and proprietary information which may be employed to benefit the other Party under this Agreement. Unless stated elsewhere in this Agreement, both Parties agree that the Technical Information revealed by a Party under this Agreement is confidential and proprietary to the Party disclosing such information ("Disclosing Party") and shall not be disclosed by the other Party to any third party, or used for any purpose other than the Purpose, during the term of this Agreement without the Disclosing Party's prior written consent, unless such information:
 - a. which is or thereafter becomes, through no fault of the Receiving Party, part of the public domain by publication or otherwise, or

- b. which the Receiving Party can prove was received by it from a third party as a matter of right and which no longer has any current restriction on disclosure, or
 - c. which the Receiving Party can prove was developed by its agents or employees who did not have access or recourse to the Disclosing Party's technical information.
2. Confidential Information disclosed under this Agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in the possession of the Receiving Party. Neither will a combination of features be deemed within the foregoing exceptions merely because individual features are in the public domain or in Receiving Party's possession, unless the combination itself is in the public domain or in Receiving Party's possession.
3. 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 \(NDA\)\)](#).
4. 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.
5. 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.

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.
9. Notwithstanding anything else contained herein, if subsequent to the date of submission of Bid, any new or additional taxes and similar levies in nature and any increased in the direct cost, resulting from future legislation or interpretation of existing or future legislation, including and not limited to, goods and service tax, sales tax, customs duties, works contract tax, services tax, corporate tax, octroi, entry taxes etc. are imposed by Government or the concerned authorities which Contractor is bound to pay in respect of the payments received by Contractor in pursuance of this agreement, then such new/additional taxes/levies will be borne by Company.

Additionally, any upward change in the rates of the existing taxes/levies shall be to the account of Company. In case of reduction or exemption from any taxes/ levies, benefit shall be passed on to the Company.

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 trained and qualified engineers, during the Warranty Period.
2. Technical Support for software shall be provided by the respective OEM till the end of the warranty period and thereafter during post 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 at no cost to purchaser, 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 order value for each completed week or part thereof subject to a limit of 10% of the total order value for the contract period. 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 for the complete 5 years** post successful On-Site Acceptance Test (OSAT) of the complete solution.
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, 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 Fibre Optic Cabling. 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. Bidder must provide all necessary items as per the scope of the work.
19. Approximate no. of IO points (May increase 30 % as per the requirement) :
DGH Noida:
 - 4th Floor: 10
 - 5th Floor: 30
 - 6th Floor: 10DGH Bhubaneshwar
 - 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 **60 days** from date of issue of Go Ahead after issuance 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 **90 days** from date of issue of Go Ahead after issuance 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) OIDB 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
Supply Items				
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.
Warranty, AMC & Support Service				
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.	5 Years		5 Years

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](#) post successful On-Site Acceptance Test (OSAT) of the complete solution.

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. The bidder should support 24x7x365 on-call response to resolve the reported incident by purchaser, as per uptime requirements defined in [Section 7](#).
8. Bidder shall nominate a SPOC (Single point of contact) for coordination with purchaser throughout the contract period.
9. 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.
10. 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.
11. 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
12. 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).
13. 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) The 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.
14. 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 .
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. It may be noted by the bidder that

the NDR 2.0 provides its services to users on 24Hrs x 365 days basis and Web access is available round the clock.

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. Bid specific OEM Product support & Manufacturers Authorisation Form (MAF) for Supply, On-site Warranty and 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, [Section 13.5\(3\)](#).
- 7. Relevant Manual and Literature
- 8. 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
 11. Bidder needs to have Back-to-Back support from OEM for the supplied items (OEM undertaking for respective products to be submitted after placement of LOA/PO).

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, at the same Rates 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 **90 days from the date of issuance of Go Ahead after issuance of work order**, then the purchaser reserves the right to levy liquidated damages in accordance with terms & conditions stipulated herein including 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 (T0)	----
2.	Date of Go-Ahead from purchaser (T1)	----
3.	Completion of Supply, Installation, Configuration, Integration, Commissioning and successful On-Site Acceptance Test (OSAT) of the complete solution. (T2)	T2=T1+90 days
4.	Ongoing Contract, including Warranty and Post Warranty Comprehensive AMC and On-Site support service – Contract Period	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)*

(To be submitted by Bidder after award of contract)

[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 at the time of contract expiry)

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>>, 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 (<<mention Financial Years>>) in ₹		
5.	Average Annual turnover for last three financial years (<<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 along with declaration from the appointed statutory auditor / Practising Chartered Accountant (not necessarily a statutory auditor) with membership number, to be provided as proof of the financial turnover.</i></p>			
<p>[Signature] [Name] [Designation] Seal/Stamp UDIN No: <<Certificate by Statutory Auditor of the Bidder/Practising Chartered Accountant (not necessarily a statutory auditor) with membership number >></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: OEM Product Support & Manufacturer's Authorisation Form (MAF)

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

Undertaking to be submitted by Bidder from each of the OEMs for- Thin clients, High end Workstations, Server and Backup software, NAS Storage, Networking Devices (i.e. L2 & L3 Switch and firewall), A0 Plotter, A0 Scanner and A3 Colour MFP

<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 the products as listed above are in our regular list of manufacture and shall not reach End-of-Life during the next 6 years, reckoned from the last date of Bid Closing date.
3. We confirm that the above products shall have 6 years of standard original equipment manufacturer (OEM) support from the date of commissioning/On-Site Acceptance Test (OSAT) of the complete solution.

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, for a period of 6 years post successful On-Site Acceptance Test (OSAT) of the complete solution, including 1 year contract extension (if any).
5. We confirm that our Technical Team shall provide support, for our above mentioned products, to DGH, during the tenancy of the contract.
6. In case the Bidder does not provide the product support, the support shall be directly extended by us as per our standard terms.

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

Note: This is sample format

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 (Form PQ1) 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 (Section 6.2.1, Table- 5, SI 1.0)		
4	Experience credentials of Bidder (Section 6.2.1, Table- 5, SI 2.0)		
5	Certificate (Form PQ2) certifying the Net Worth, Annual Turnover, PQ criteria (Section 6.2.1, Table- 5, SI 3.0 & SI 4.0)		
6	Undertaking (Form PQ3) that the Bidder has not been blacklisted or debarred, PQ criteria (Section 6.2.1, Table- 5, SI 5.0)		
7	Form PQ4: Bid specific OEM Product Support & Manufacturers Authorisation Form (MAF) for the supplied items including On-Site warranty and AMC support over the entire contract period, including extensions (Section 6.2.1, Table- 5, SI 6.0)		
8	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

SI	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

S.No.	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 31 inch or more (resolution of 3840 x 2160 @ 60 Hz) with Necessary mounting kit to Mount	
3	Chipset	Commercial Class Intel® Q670 Chipset	
4	Processor	Intel 12 th Generation Core i5 Processor with minimum 2.0 GHz base frequency and 6 cores OR equivalent AMD	
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 1W	
9	Operating System	Microsoft Windows 11 Professional with OEM Recovery DVD or option of Cloud Recovery	
10	Networking	Integrated Intel Gigabit 10/100/1000 Ethernet Controller	
11	Port	Video: 1 Display Port; 1 HDMI, 1 RJ45, 2 USB Type , 1 USB Type C	
12	Keyboard	USB Wired/Wireless Keyboard of Make & Model as Machine	
13	Mouse	USB Wired/Wireless Mouse with scroll button of Make & Model as Machine	
14	Power Supply	230 volts, 50 Hz	
15	Security	Hardware based endpoint security controller TPM 2.0	
		Integrated Intrusion Sensor/ Chassis intrusion switch	
16	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	
17	Certifications	Microsoft Windows 11	
		FCC, CE, RoHS, UL, EPEAT, Energy Star, TCO,	
		ISO 9001,14001,20001,27001 for OEM	
18	Software Licences including	1. Microsoft 365 Business Standard 2. Centrally managed antivirus solution	

2. A0 Plotter

S.No.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Print Technology	Thermal	
3	Print Languages	Adobe PDF 1.7, TIFF, JPEG, CALS G4,	
4	Model Size	1118 mm	
5	Print Speed	Speed: - 80 m ² /hr or more	
6	Print Resolution	2400 X 1200 dpi	
7	Print Quality Colour (Best)	Up to 2400 x 1200 optimized dpi	
8	Printer Drivers Included	Raster/PostScript drivers for Windows and Linux; PDF driver for Windows 11 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	
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	

3. A0 Scanner

S.No.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Scanner Type	Large Format 44inch scanner	
3	Image Sensor Type	Colour linear CIS/CCD	
4	Resolution	1200 dpi	
5	Scanning Area	1118mm or more	
6	Scanning Speed	Colour: up to 20cm/sec , Grayscale: up to 42 cm/sec	
7	Supported File Types	Scan Format, JPEG, TIFF, PDF, DWF	
8	Connectivity	LAN Network connectivity	
9	USB Bus Power	High-speed USB 3.0	

4. A3 Colour MFP Printer

S.No.	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 (Mono/Colour) Network Protocols: TCP/IP Duplex Printing: Automatic	
6	Scanner	Type: Flatbed, ADF Scanning: Colour & BW(Mono) Scan Size: up to A3 Size File Formats: PDF, JPG, TIFF 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) 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 port	

5. Bar Code Scanner

S.No.	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 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 with minimum 8 Hr backup	

6. Bar Code Printer

S.No.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Interface Options	USB	
3	Printer Type	Industrial	
4	Print Resolution	300 dpi and above	
5	Print Method	Thermal Transfer	
6	Support Label width	6 mm to 36 mm	

7. High End Workstation

S.No.	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 / equivalent AMD processor OR Intel, 48 and above core with single processor, 1.9 Ghz or higher, x86_64 / equivalent AMD processor	
3	Chipset	Intel® W790 chipset or higher on supported motherboard / equivalent AMD	
4	Display (Dual Monitor)	Two numbers of minimum 31 or above" 4K monitor with HDMI Ports/ Display Ports • Non-touch, IPS, LED backlit, TCO 07 Compliant • Monitory stand height and tilt adjustable. • Monitors should be from same OEM as the workstation supplied.	
5	Memory	512 GB DDR4 or DDR5 RAM or Higher , Total 8 DIMM Slots populated	
6	BIOS	Integrated BIOS of the Workstation to have tool for Enhanced security features	
7	Drive Controllers	Onboard 5 nos SATA @ 6Gbps (RAID 0,1,5,10)	
8	Hard Disk	2 x 1 TB M.2 PCIe NVMe SSD for OS/ Application., 4x 4 TB M.2 PCIe NVMe SSD in RAID 5 for Data	
9	Graphics Card	Nvidia-RTX A5000 Ada series or higher with minimum 32 GB Graphics Memory for connecting minimum two number of monitors with HDMI Ports/ Display Port	
10	Ports	Port Configuration : 1 x Headphone/ microphone combo, 5 x Type-A/C, 1 x Audio Line-In / Out, 2 x 10G Base-T Network Ports	
11	Accessories and Form Factor	Wired/Wireless USB Full numpad Keyboard & Mouse as same OEM with workstation supplied with supplied machine	
12	Operating System	Latest Windows 11 Pro-Windows 11 Pro – 64-bit Edition with TPM 2.0 or higher with recovery kit	
13	Additional Software	1. Centrally managed antivirus solution. 2. Microsoft 365 Business standard	

14	Environmental Compliance	<p>Environmental Compliance</p> <ul style="list-style-type: none"> • Energy Star certification, Gold Power supplies, EPEAT certification OR BIS/BEE, EPR and RoHS and any other relevant Indian Certificates • Certificates /Document to this affect to be attached 	
15	Management Features	<p>1. 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.</p> <p>2. A complete Offline Diagnostics and Asset Discovery software suite should be supplied along with the system.</p>	

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 TLC 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.	
		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 or Natively 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 & 99.999% data or more availability guaranteed architecture along with all NVMe controllers.	
		2. 99.999% data availability guaranty shall be mentioned on vendor web site for the offered model.	
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 32 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. Both the controllers must be connected through common backplane for faster inter-controller communication.	
		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 32Gbps Fiber Channel ports and 4x10Gbps Ethernet port.	
		2. Offered storage shall support both Fiber Channel (FCP) as well as NVMeOF over Fiber channel, iSCSI, SMB, NFS,CIFS protocols.	
		3. Each offered controller shall have minimum of 48 lanes for PCI 4.0 OR 16 lanes for PCI 3.0 for NVMe disk connectivity.	
		4 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	
		5. 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	Offered storage array shall support quality of service for critical applications so that appropriate and required response time / IOPS / Bandwidth can be defined for application logical units at storage. It shall be possible to define different service / response time / IOPS / Bandwidth for different application logical units.	
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.	
		2. Vendor shall have data reduction enabled at the time of volume creation/pool.	
		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	
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.	

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	Non Blocking Architecture	
3	Device should have 24 x 10G and min 4 or higher x 40/100G QSFP28 fully populated from day 1. All the Transceivers/Modules used to connect the Switches should be from the same OEM/make of the switches only	
4	Device should have total Throughput of 1.2 Tbps and latency packet forwarding less than 4 microseconds with Packet forwarding throughput of 750 Mpps or more	
5	Device should support upto 60 K MAC address and 10K IPv4 Prefix routes	
6	Device should support 4K VLANs, 9216 Jumbo frames and layer-2 loop avoidance protocols like STP, MST, RSTP, a BPDU Guard, Loop Guard	
7	Device should support port ACL with L2, L3 and L4 parameters and support IEEE 802.1D, 802.1Q, Q-in-Q, 802.1w, 802.1s and 802.1x standards, switch Redundancy.	
8	Device should support Routing Protocols: OSPFv2 with multiple instances, OSPFv3, BGP, MP-BGP, RIPv2/OSPF, Policy Based Routing (PBR) for IPv4 and IPv6, VRRP V4 and V6	
9	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	
10	Device should support IGMP v2/v3, PIM-SM / PIM-SSM, VRF Support for IP Multicast/Multicast Source Discovery Protocol (MSDP) or equivalent	
11	Device should support Hitless upgrade or reloads in MLAG / VPC setup and standalone (non-stack) setup, without adversely affecting the forwarding plane with sub second data outage during upgrade.	
12	Device should have 1+1 redundant & hot-swappable Fans	
13	Device should have 1+1 redundant & hot-swappable power with support for both AC and DC power supply options.	
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.	
16	Device should support real time state streaming for advance monitoring from day 1	
17	Device should support telnet, industry standard hierarchical CLI, SSHv2, HTTPS, SFTP, CLI task scheduler and configuration session.	
18	Device should support real time data collection with sflow/netflow/jflow or equivalent.	
19	Device should support advanced mirroring features and port mirroring	

20	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	
21	The offered product series or its operating system series must have achieved Common Criteria Certification of EAL2+/ NDPP or higher in the Common Criteria certification	
22	should have IPv6 ready logo certification	
23	Hardware replacement warranty and TAC support should be directly from the OEM.	
24	OEM End-of-sale declaration shall not have been re- leased for the quoted model at the time of the bid submission	
25	The switch shall be supplied with the latest OS version	

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 6x40/100G QSFP28 fully populated from day 1.	
3	The Switch shall support throughput of minimum 1680 Gbps and Packet Forwarding Throughput shall be 1000 Mpps or more	
4	The Switch should have in-built Buffer Memory of minimum 32 MB or more for lossless architecture	
5	The Switch shall provide minimum 2 Hot Swappable Fans and Power Supply for 1+1 redundant Operations	
6	The Switch Shall support Redundancy protocols like VRRP /VRRPV6 (Virtual Switch Redundancy protocol) or HSRP (Hot Standby Routing Protocol)	
7	The Switch Shall support L3 Routing protocols like RIPv2/OSPF, OSPFv3, BGP, MP-BGP, VRF, VRRP/HSRP, BFD, IPv6, IPv4 features	
8	The Switch shall Support upto 64-Way Equal or higher Cost Multipath Routing (ECMP)	
9	Switch Shall support minimum 60K mac address scale or higher, 10K or higher IPv4 multicast routes	
10	The Switch should support Quality of Service (QoS) features, 802.1P based classification, DSCP based classification and remarking, Strict Priority Queuing, Per Priority Flow Control (PFC) , 8 Queues per port	
11	The Switch Shall support Real time state streaming Telemetry	
12	The Switch shall support VXLAN-EVPN, EVPN active/active multi-homing or MC-LAG or equivalent, Integrated Routed and Bridging with VXLAN	

13	Switch should be provided with licenses to activate mentioned capabilities on day 1	
14	The Switch shall support IGMPv2 & igmpV3 snooping, IGMP snooping proxy, MLDv2 and PIM-SSM	
15	The Switch Shall support Ingress / Egress ACLs with L2, L3, L4 Fields, Control Plane Protection	
16	The Switch shall support DHCP Relay / Snooping, Radius and TACACS + authentication	
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 python/bash/docker containers or supports REST API for 3rd party integrations.	
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	The offered product series or its operating system series must have achieved Common Criteria Certification of EAL2+/ NDPP or higher in the Common Criteria certification	
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	OEM End-of-sale declaration shall not have been re- leased for the quoted model at the time of the bid submission	
30	The switch shall be supplied with the latest OS version	

11. Next Generation Firewall (NGFW)

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Equipment Test Certification	Equipment Test Certification - FCC, CE, VCCI and CB Certified	
3	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.	
4	Interfaces and Storage	Min 8 x 1 Gig Copper interfaces and 2*10G SFP slot from day 1 with 10G must be populated with SFP SR transceiver modules. The NGFW appliance should have minimum onboard 128 GB capacity"	
		Firewall should have redundant power supply from Day1.	
		OEM must have ISO:27001 and ISO:27018 certification	
5	Performance Capacity	NGFW Throughput: 5Gbps or higher	
		IP Sec VPN Throughput: 2.5 Gbps or higher	
		The NGFW should support minimum 1.4 Million concurrent session	
6	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.	
		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.	

7	Threat Protection	The firewall solution should have protocol decoder-based analysis to detect network and application exploits. It 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 / 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 stolen credentials.	
8	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.	
9	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. Dynamic NAT as well as one to one NAT , Port / IP Address Forwarding.	
10	DNS security	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.	
11	URL Filtering Capabilities	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.	
12	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.	
13	IPSEC VPN	Solution Should be able to support both IPsec & SSL VPN.	
		It must support 3DES and AES-256 cryptographic for IKE Phase I and II.	
		It must support data integrity with md5 and sha1.	
		It must include support for site-to-site VPN in the following topologies:	
		· Star (remote offices to central site).	
		· Hub and Spoke (remote site through central site to another remote site).	
		Support for client-to-site based in IPSEC must be include.	
14	High Availability	Following architecture for Firewall, IPS functions must be available with stateful failover	
		Active / Standby Failover or Active / Active load sharing	
15	HA Licenses	Licenses (if required) to enable HA mode is to be supplied along with equipment from day1	
16	Management, Monitoring and Reporting		
	Local Management	· Console Access	
		· SSH Access	
		· Web GUI	
		· Multiple admin as Per the roles	
		· IP/network restriction for the administrators	
	Storage	Storage of adequate space to save all the logs for at least 180 days either on device or through additional	

		on-premises solution/device without any additional cost to DGH.	
	Intelligent Network Integration	· DHCP Relay	
		· Should support IPv4 & IPv6	
		· Static Route	
		· Dynamic Route (OSPF, RIP)	
		· VLAN Tagging (802.1q)	
17	Intrusion Prevention System		
	General	· The proposed IPS solution must provide intrusion prevention functionality out of the box.	
		· The IPS should employ full seven-layer protocol analysis of the traffic to detect malicious activity.	
		· The IPS should be capable of accurately detecting intrusion attempts and discern between the various types and risk levels, including unauthorized access attempts, pre-attack probes, suspicious activity, DoS, DDoS, vulnerability exploitation, brute force, hybrids and zero-day attacks.	
		· The IPS should provide protection from Advanced Botnets, inbound and outbound.	
		· The IPS should use stateful detection and prevention techniques and provide zero-day protection against worms, Trojans, spyware, keyloggers, and other malware from penetrating the network.	
18	DoS/ DDoS protections	The offered solution should be capable of preventing Denial of Service and Distributed denial of service attacks.	
19	Onsite OEM Warranty Support	24x7xNBD Warranty from OEM with advance replacement and TAC Support for all hardware appliances w.e.f. the date of issue of Final Acceptance Test Certificate (FAT/FAC/Appliance registration on OEM support portal) during entire warranty and AMC period.	
		· Five Years OEM Protection License with updates for Application Visibility & Control, Layer3, Layer 4, NAT, IPS, User Identity, VPN, Web Security Essentials/URL Filtering, Zero-day protection, Advance Malware/threat Protection, Antivirus	
		· Timely Servicing / rectification of defects during five years contract period as per Scope of Work.	
		· All patches, higher version shall be provided by bidder without any additional cost during the contract period from date of Acceptances. Unlimited Technical support should be extended during warranty period including configuration changes.	

		Any software (firmware) upgrades, updates and installation on-site should be made available free of cost during warranty (/OEM maintenance contract) period. Any replacements of parts/equipment should be delivered to site by vendor directly during warranty period.	
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12. Server (for use with Paradigm Application)

Sl.	Features	Specifications	Compliance (Yes/No)
1	Make & Model	(To be filled by the Bidder)	
2	Chassis	1U/2U Rack Mountable	
3	CPU	Minimum 1 - Latest 5th Generation Intel Xeon-Gold 32-core Processor(x86) / equivalent AMD processor	
4	CPU- Cores	Minimum 1* 32 Cores Or 2 * 16 Cores with min 2.5GHz of Speed 3200MT/s	
5	Memory	Minimum 256GB of Memory (32GB Modules or higher)	
		32 DIMM slots should be available	
		Memory scalable up to 4.0TB	
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 8GB 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	
10	Networking features	1. 10Gb 2-port Ethernet adaptor – minimum requirement	
		2. 2x 16Gbps Dual port Fibre channel card – minimum requirement	
11	Interfaces	Serial - 1 (Optional)	
		USB 3.0 support With Minimum 3	
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	
		PXE Support	
		USB 3.0 Compliant	
		Energy Star	
		SMBIOS 3.2	
		Redfish API	
		IPMI 2.0	
		TPM 1.20 and 2.0 Support	
		Advanced Encryption Standard (AES)/(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 or above	
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	
		TPM (Trusted Platform Module) 1.2 option or above	
		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 latest version 8.8 or above (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	Should have a cyber resilient architecture for a hardened server design for protection, detection & recovery from cyber attacks. Should provide system lockdown feature to prevent change in system firmware image(s) & prevent malicious modification of server firmware. 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.	
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 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.	

13. Workstations for use with Paradigm application

S.No.	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/ equivalent AMD processor OR Intel, 48 and above core with single processor, 1.9 Ghz or higher, x86_64 / equivalent AMD processor	
3	Chipset	Intel® W790 chipset or higher on supported motherboard / equivalent AMD	

4	Memory	512 GB DDR4 or DDR5 RAM or Higher , Total 8 DIMM Slots populated	
5	BIOS	BIOS of the Workstation to have tool for Enhanced security features	
6	Drive Controllers	Onboard 5nos SATA @ 6Gbps (RAID 0,1,5,10)	
7	Hard Disk	2 x 1 TB M.2 PCIe NVMe SSD for OS/ Application., 4x 4 TB M.2 PCIe NVMe SSD in RAID 5 for Data	
8	Graphics Card	Nvidia-RTX A5000 Ada series or higher with minimum 32 GB Graphics Memory for connecting minimum two number of monitors with HDMI Ports/ Display Port	
9	Slots	1 x PCIe x16 Gen5 2x PCIe x4 Gen4 2 x PCIe x16 Gen4 All PCI Express slots should be open-ended.	
10	Ports	Front : 4 x SuperSpeed USB Type-A/C 5 Gbps, 1 x Universal I/O port Rear : 5 x SuperSpeed USB Type-A/C 5Gbps Signalling Rate ,1 x 10G Base-T, 1 X 10 G Dual Port	
11	Accessories and Form Factor	Wired USB Full numpad Keyboard & Mouse as same OEM with workstation supplied. • Tower /Desktop	
12	Environmental Compliance	Environmental Compliance • Energy Star certification, Gold Power supplies, EPEAT certification OR BIS/BEE, EPR and RoHS and any other relevant Indian Certificates • Certificates /Document to this affect to be attached	
13	Operating System	Red Hat Enterprise 9.3 Linux (64-bit) and above	
14	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.	
15	Display (Dual Monitor)	Two numbers of minimum 31 or above" 4K monitor with HDMI Ports/ Display Ports • Non-touch, IPS, LED backlit, TCO 07 Compliant • Monitory stand height and tilt adjustable. • Monitors should be from same OEM as the workstation supplied.	

14. Network Cabling

Sl. No.	Required Specifications	Compliance Yes/NO
A	Cat 6A LSZH Cable	
1	Category 6A 4 pair LSZH cable should be compliant with TIA/EIA-568.2-D	
2	Should be of 4 twisted pairs of 23 AWG solid conductors	
3	Should support network line speed up to 10 Gigabits per second.	
4	Shall be 4-pair twisted pair with a isolator (+), meeting Category 6A tested to 500 MHz or more (4 connector test report from ETL(Intertek) to be submitted with offer).	
5	Should be ETL verified to TIA/EIA-568.2-D Category 6A standard for 500MHz (ETL certificate to be enclosed along with the bid)	
6	Must comply with ISO/IEC 11801, IEC 61156-5, IEEE 802.3bt	
7	Construction: 4 pair cable should be constructed of 4 individual screened pairs for electromagnetic interference (EMI) protection	
8	Conductor should be solid Copper	
9	Conductor Size should be 23 AWG	
10	Pulling Force - Short Term - 400N	
11	Insulator should be Polyethylene/Polyolefin	
12	NVP should be 72% or better	
13	Screen should be each individual pair enclosed in laminated aluminium foil with drain wire.	
14	Mean Impedance should be $100\Omega \pm 6$ @ 1-500 MHz	
15	Coupling Attenuation should be 45dB min @30-100 MHz 40-20 Log (f/100) @ 100-500 MHz	
16	Operating Temperature should be : -20°C to +60°C	
17	Should be RoHS Compliant	
18	Should be certified by ETL/UL	
B	CAT6 A 24 PORT JACK PANEL LOADED:-	
1	Should be supplied with individually replaceable 24 numbers Category-6A I/O Jacks complying as per the ANSI/TIA-568.2 D or latest	
2	Should be 19" rack mountable and of 1U height & complete with all mounting accessories	
3	Should have label holder/cover for identification of ports	
4	IDC Connector plastic housing should be polycarbonate and UL94V-0 rated.	
5	Operating Life should be Minimum 20 reterminations and contact material should be copper alloy.	
6	Material should be CRS (cold rolled steel)	
7	Should be supplied with metallic integrated rear cable management shelf as for cable strain relief & for better cable dressing at the rear	
8	Jack (I/O) contact plating should be 50µ Gold/ 50µ Nickel minimum	
9	Jack (I/O) on the panel must have protects from dust and contaminants.	
10	Should be RoHS Compliant	
11	Should be certified by ETL/UL	

C	CAT6 A PATCH CORDS (1/2/3/5 Mtr)	
1	Category 6A Equipment cords (Length – 1/2/3/5 Mtr)	
2	Conductors Should be of 4 twisted pairs of 26 AWG stranded copper for better flexibility	
3	Patch cords should conform to ANSI/TIA-568.2-D for Cat 6A	
4	Should have RJ-45 jacks with boot at both the ends.	
5	All patch cords should be factory crimped and packed.	
6	Should have LSZH jacket for safety complied to IEC 60332-1-1& IEC 61034-2	
7	Operating Temperature should be -25°C to +60°C	
8	Screen material should be aluminium/polyester with tinned copper drain wire.	
9	Shall be RoHS Compliant	
10	Should be certified by ETL/UL.	
D	FACEPLATE(SinglePort)	
1	Single square plate, 86x86mm,	
2	Write on labels in transparent plastic window – supplied with plate	
3	Screw hole covers – to be supplied with plate, Plug in Icons – Icon tree – to be supplied with plate	
4	Should be able to support variety of jacks – Unshielded & Shielded	
5	Shall be RoHS Compliant	
E	Cat6A INFORMATION OUTLET (JACK)	
1	Should be conform to Category-6A as per ANSI/TIA-568.2-D & ISO 11801	
2	Should be support network line speeds up to 10 Gbps	
3	Jack (I/O) Should support POE i.e IEEE 802.3bt from Type 1 to Type 4,	
4	Jack (I/O) operating Life should be minimum 750 insertion cycles and contact material should be copper alloy.	
5	Jack (I/O) contact plating should be 50µ Gold/ 50µ Nickel minimum	
6	Jack (I/O) must have protects from dust and contaminants.	
7	Operating Life should Minimum 20 re-terminations.	
8	Interface Resistance: 20mΩ (mili Ohms)	
9	Insulation Resistance: >100MΩ (Mega Ohms)	
10	I/O should be terminated using industry standard punch-down tools.	
11	Should be RoHS Compliant	
12	Should be certified by ETL/UL	
F	Installations as per Scope	
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	

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 or appliance 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 and Linux 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	

16. 42 U Rack

S.No	Specifications	Compliance (Yes/No)
1	Make & Model (To be filled by the Bidder)	
2	800MM * 1100MM with 2*PDUs	

3	PDU Specification:-24 Way Power Distribution Unit - Vertically Mounted Metered PDU with 18 Nos C-13 sockets, and 6Nos C19 Sockets. PDU Rating - 32AMP. PDU should have dual circuit with 32A MCB. 3 Pin Plug with Power Cable 6 sq.mm 3-meter Length - Black Fine Tex. Each Rack should have 2Nos Power Distribution Unit	
4	Installation of Floor mount rack 42U with accessories	

17. 8U Rack

S.No.	Specifications	Compliance (Yes/No)
1	Make & Model (To be filled by the Bidder)	
2	Detailed Specification :- Wall mount with front Glass door-CKD/ welded Door with 4mm toughened glass Material:- Pre-galvanised sheet top pannel with 2 fan mounting provision Cable entry provision in top & bottom pannel. Door:- Easily to change door opening direction(Left, Right side opening) Finish:- Powder coated (RAL 7035)	
3	600MM * 800MM with 2* PDUs Verical PDU Specification:- Input:- •Voltage: 1Φ, 250 VAC •Frequency: 50Hz / 60Hz (as per supply input) •Power cord: 6 sq.mm 3 core 3 meter with Unterminated •Input current:32A Output:- •Voltage: 1Φ, 250VAC •Frequency: 50Hz / 60Hz (as per supply input) •Power out socket type: IEC-C13 Outlet •Current operating range: 32A	
4	Installation of wall mount rack 8U with accessories	

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	Form TQ1: Bidder's information		
3	Form TQ2: Compliance to Technical Specifications		
4	Form TQ3: Project Experience		
5	Certificate by Statutory Auditor certifying the Annual Turnover (Section 6.2.2, Table- 6, SI 1.0)		
6	Certificate from the HR Head/Authorized Signatory of the Bidding Agency, should be submitted (Section 6.2.2, Table- 6, SI 2.0)		
7	Valid certificate from OEM, (Section 6.2.2, Table- 6, SI 3.0)		
8	Documents related to Approach & Methodology (Section 6.2.2, Table- 6, SI 4.0)		
9	Certifications (Section 6.2.2, Table- 6, SI 5.0)		

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

Table for 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

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			
Sub Total of Supply Items (Inclusive of GST) (A) =								
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				
Sub Total of Warranty, AMC & Support Service (Inclusive of GST) (B) =								
Total Bid Value (Inclusive of GST) (C=A+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)".**

In case, it is found that the quoted amount against "***Sub Total of Warranty, AMC & Support Services (Inclusive of GST) (B)***" by the bidder is less than 30% of the price quoted against "***Sub Total of Supply Items (Inclusive of GST) (A)***", an amount of 30% of quoted price for "***Sub Total of Supply Items (Inclusive of GST) (A)***" would be deemed as charges against Item "***Sub Total of Warranty, AMC & Support Services (Inclusive of GST) (B)***" for the purpose of evaluation and payments. The "***Sub Total of Supply Items (Inclusive of GST) (A)***" shall accordingly be adjusted, without changing the Total bid cost offered by the bidder, for the purpose of evaluation and making payments.

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:

-----End of the Document-----

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