

RAILTEL CORPORATION OF INDIA LTD

(A GOVT. OF INDIA ENTERPRISE)

UNDER MINISTRY OF RAILWAYS

Registered Office:

Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023

Regional Office (Western Region):

Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground,
Mahalaxmi, Mumbai – 400013

Invitation for Expression of Interest Document for

**“Selection of Master Service Integrator (MSI) For Supply,
Installation, Commissioning and O&M of PKI Solutions, IT
Infrastructure Components and Connectivity Services For E-
Passport Project”**

EoI Reference No: RCIL/WR/MUMBAI/Mktg/22-23/007

Date: 22.11.2022

Expression of Interest – Notice

**RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground,
Mahalaxmi, Mumbai – 400013**

EoI Reference No: RCIL/WR/MUMBAI/Mktg/22-23/007 Dt: 22.11.2022

RailTel Corporation of India Ltd invites EoIs from RailTel's Empanelled Partners (referred to as 'Bidder') for the selection of suitable partner as Exclusive pre-bid teaming arrangement for work mentioned in the Scope of this EoI. The EoI copy is sent along with this EoI Notice. The technical and commercial bids shall be submitted through E-Mail in password protected sealed packets as separate PDF documents up to the end date & time mentioned below.

Sr No	Description	EoI Fees (Non Refundable)	EMD	End date & Time for Bid Submission
1	Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project.	INR 8,475/- + 18% GST	INR 1,60,00,000/-	25.11.2022 at 15.00 hrs

The prospective Bidders should submit their suggestions/observations, if any, in writing/ email. Any modification of the EoI documents, which may become necessary as a result of suggestions/ observations, shall be made by RailTel exclusively through the issue of an addendum/corrigendum.

Prospective applicants are required to direct all communications related to this EoI, through the below mentioned Nominated Point of Contact persons:

1. Level 1

Contact Name : Sh. Viplovnath Mishra
Designation : Deputy General Manager/ Marketing
E-Mail Address : viplovmishra@railtelindia.com
Mobile No : +91- 9004444124

2. Level 2

Contact Name : Sh. Santosh Parage
Designation : General Manager/ Marketing
E-Mail Address : santosh.parage@railtelindia.com
Mobile No : +91- 7020906278

NOTE: Every page of the submitted documents should be duly signed by the Authorized Signatory with Company seal.

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RAILTEL

1. RailTel – Introduction

RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, and is a national telecom service provider having NLD, IP2 and ISP licenses and IP1 registration and have built nation-wide optical fiber network. RailTel's objective is to create a nation-wide broadband telecom and multimedia network.

RailTel Corporation of India Limited (RailTel) an ISO 20000-1:2018, ISO/IEC 27001:20013 and CMMI Level-4 certified organization for its quality management systems, information security management systems, and service management systems, respectively. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to significantly contribute to realization of goals and objective of national telecom policy 2012. RailTel is a Public Sector Undertaking under the administrative control of Ministry of Railways, Govt. of India.

RailTel is building state of the art multimedia telecom network using SDH/DWDM based transmission systems and high end MPLS-IP routers. RailTel has extensive expertise in building telecom networks. Moreover, RailTel draws its manpower from signal and telecom branch of Indian Railway which has been in the business of construction, operation and maintenance of telecom systems for more than 50 years.

RailTel has created countrywide state of the art SDH/DWDM backbone optical transport network using latest technology. Presently, the optic fiber network of RailTel covers over 61000+ route kilometers and covers 6102+ railway stations across India. Our citywide access across the country is 21000+ kms.

RailTel's backbone Transport Network has been configured in multiple 'Self-Healing' Ring architectures which provide for redundancy by automatically redirecting and switching traffic from failed/ degraded routes for an uninterrupted service ensuring maximum up time and service reliability. The network supports multiple ring protection schemes. The network has been designed in such a way that full redundancy is available for bandwidth between any two points.

The whole network is managed by centralized network management system (NMS) and backup facilities located across India. RailTel has got unique advantage to offer the best quality service (QoS) from a single unified network with PAN India presence. This state of art network enables point and click provisioning of the bandwidth and other services from anywhere to anywhere in the country. It enables provisioning of traffic in any granularity from 2 MBPS to multiple of Gbps (n x Gbps) from its country wide strong backbone network.

RailTel has implemented and currently implementing projects of national importance. Few of the Projects are as follows:

Railway Station Wi-Fi project: RailTel has implemented Free Wi-Fi services at 6,102 + Railway stations.

Hospital Management Information System (HMIS): Indian Railways, with the objective of bringing hospital management on a single architecture to prevent pilferage and making operations seamless has entrusted RailTel with implementation of hospital management information system (HMIS). RailTel has implemented this integrated clinical information system across 699 health facilities of Indian Railways across India for improved hospital administration and patient healthcare.

National Optical Fiber Network (NOFN): Democratizing Information through Broadband to Panchayats. BBNL has allotted 11 states comprising of 36,000 panchayats to RailTel which includes the states of Gujarat, Daman & Diu, Dadar & Nagar Haveli in West, Tamil Nadu and Puducherry in South and Meghalaya, Mizoram, Tripura, Arunachal Pradesh, Manipur, Nagaland in North-East.

NE-I and NE-II under USOF: The program envisages to lay OFC cable (at least 24 F underground) and provide minimum 2.5 Gbps bandwidth capacity upgradeable up to 10 Gbps.

National Knowledge Network: National Knowledge Network (NKN) envisages connecting all higher centres of learning and research by bringing together all stakeholders from science, technology, higher education, healthcare, agriculture and governance to a common platform. RailTel have been selected as one of the implementing partner of the network by providing high capacity bandwidth pipes for the NKN project.

Enterprise Specific IT & ITES projects: RailTel has implemented numerous Telecom & IT related projects in the country for various customers across the spectrum incl. Govt/PSU, Enterprises Scope of Work.



2. Invitation of Bids

Project Objective

Through this EoI RailTel intends to select an Implementation Agency for Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project.

Further, the rates received in this EoI would hold good for procurement of various components irrespective of the finalized locations.

Bid Document Notice

- Bidder agencies are advised to study this EoI document and subsequent references carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- This bid document is not transferable.
- Bidder (authorized signatory) shall submit their offer through packets including technical (including prequalification documents) and financial proposal.

The Deputy General Manager/ Marketing, of RailTel invites the bidders to submit their technical proposals and financial offers for the project of Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project in accordance with conditions and manner prescribed in this EoI and subsequent references.



3. Prequalification Criteria and Instructions to Bidders (ITB)

Prequalification criteria

The qualification criteria laid within this document shall be met by the bidder, as a Single Firm. A bidder who submits more than one EoI shall be summarily disqualified. The 'Bidder', shall be primarily accountable for the supply, implementation, testing and maintenance of the entire scope of the project.

Sr No	Qualification Criteria	Documentary Evidence
1.	The bidder should be a company registered under Indian Companies Act, 1956 and 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder/ certified deed of partnership
2.	The Bidder should have an average annual turnover of at least INR 50 Crores over the last five financial years (i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-2022)	Audited Profit & Loss Statements for last five financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-2022) from the certified chartered accountant clearly stating average turnover. (UDIN Number to be included of the CA on Certificate issued)
3.	Bidder should have positive net worth as on 31st March 2022.	Certificate from the Chartered Accountant clearly stating the net worth. (UDIN Number to be included of the CA in Certificate issued)
4.	The Bidder should have executed or currently executing project/s of below mentioned value in IT System Integration, O&M of Data Centre and Network Integration works in the last five financial years (i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-2022) in India <ol style="list-style-type: none">1. At least one project with a value of 30 Cr OR2. At least two projects with a value of 15 Cr OR3. At least three projects with a value of 10 Cr	Copy of Work Order and/or Work Completion certificate of the project from respective client clearly stating the scope, current status (percentage completion) and the contact details of the authority.
5.	Bidder should be organization having ISO 20000 and ISO 9001 certification as on EoI issuance date.	Copies of all valid ISO certificate.

Sr No	Qualification Criteria	Documentary Evidence
6.	The bidder should have a Permanent Office in Gujarat	Copies of any two of the followings: Property Tax/ Electricity Bill/ Telephone Bill / Lease agreement.
7.	The Bidder should have valid documentary proof of GST registration number and PAN Card.	Copy of GST registration number and PAN card
8.	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document

Instructions to Bidders (ITB)

Sr No	Information	Details
A. Introduction		
1.	Project Name	Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project.
2.	EoI Reference No	RCIL/WR/MUMBAI/Mktg/22-23/007
3.	Bid Type	Limited EoI (for empanelled partners only)
4.	EoI Fees (Non-Refundable)	INR 8,475 + 18% GST to be Paid by RTGS/NEFT/Net Banking
5.	Earnest Money Deposit (EMD)	INR 1,60,00,000/-
6.	EoI Fees & EMD Submission Due Date & Time	25.11.2022 up to 15.00 Hrs
7.	Bank Details of RailTel for the EoI Fees & EMD to be submitted Online	Account Name: RailTel WR Collection Account Bank Name: Union Bank of India Branch Name: Mahalaxmi Branch Account Number: 317801010036605 IFSC Code: UBIN0531782 MICR Code: 400026031
8.	Performance Bank Guarantee as Performance Security	3% of the contract value within one month from the date of the notice of award of the contract or prior to signing of the contract agreement whichever is earlier or as intimated in the work order issued by RailTel.

B. Preparation of Bids		
9.	Language of Bid	English
10.	Bid Validity Period	180 Calendar Days from the Date of Opening of Bid or back to back whichever is later.
11.	Performance Security Validity Period	Valid upto the entire contract period including defect liability period or payment of final bill whichever is later
C. Bid Presentation		
12.	Last date for submission of written queries for clarifications	23.11.2022 up to 18.00 Hrs
13.	Query Submission	To be submitted via e-mail only. Kindly refer EoI notice for E-mail Address.
14.	Contact Person for clarification of Queries	Deputy General Manager/Implementation RailTel Corporation of India Ltd Western Railway Microwave Complex Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, Mumbai – 400013
15.	Contact Information	Contact No: 9004444124 E-mail: viplovmishra@railtelindia.com
16.	Last date (deadline) for receipt of proposals in response to EoI notice	25.11.2022 up to 15.00 Hrs E-Mail Address for Bid Submission: eoi.wr@railtelindia.com
17.	Place, Time and Date of opening of Technical proposals received in response to the EoI notice	25.11.2022 at 15.30 Hrs Address for Technical Opening: RailTel Corporation of India Ltd Western Railway Microwave Complex Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, Mumbai – 400013
18.	Place, Time and Date of opening of Financial proposals received in response to the EoI notice	Will be intimated post Technical Evaluation
19.	Overall evaluation and Final results of EoI	Will be sent through E-Mail to all Participants
D. Evaluation of Bids and Awarding of Contract		
20.	LOI Placement	Will be sent through E-Mail to winning party only
21.	Signing of Contract Agreement	30 days after placement of LOI

Bid Preparation Cost

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by RailTel to facilitate the evaluation process,

and in negotiating a definitive Contract or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This bid does not commit RailTel to award a contract. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of RailTel/ Stakeholders/ Partners/ Patrons and may be returned at its sole discretion.

Amendment of Bid Document

At any time before the deadline for submission of bids, RailTel, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by an amendment. All the amendments made in the document would be informed to all the participating bidders through email. RailTel also reserves the rights to amend the dates mentioned in this bid for bid process. It will be assumed that the amendments have been taken into account by the Bidder in its bid. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, RailTel may, at its discretion, extend the last date for the receipt of Bids.

Rights to Terminate the Process

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

Earnest Money Deposit (EMD) and Refund

EMD is to be submitted as per ITB A Pt 5. EMD can be submitted through RTGS/NEFT/Net Banking on or before the deadline mentioned. In case a bid is submitted without the EMD as mentioned above then RailTel reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.

The EMD shall be denominated in Indian Rupees only. No interest shall be paid by RailTel towards the deposited EMD.

EMDs of all bidders barring first three lowest Bids shall be returned immediately after recommendation of bid committee without waiting for their request. EMD of 3rdlowest Bidder shall be returned on their written request after recommendation of bid committee. After returning EMD to these two bidders, for any reasons, if these bidders become eligible for contract as per the recommendation of bid Committee, they will not have any right to claim the contract. After issuing acceptance letter to the lowest Bidder, the EMD of 2ndlowest Bidder shall be returned immediately without waiting for request. EMD of the successful Bidder will be refunded after submission of Performance Bank Guarantee and compliance & completion of all contractual formalities.

The EMD may be forfeited in any of the following cases:

1. If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any
2. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in this bid document
3. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
4. During the bid process, if any information is found wrong / manipulated / hidden in the bid.

The decision of RailTel regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances. Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the Commercial bid. EMD of Successful bidder will be returned after the award of contract and submission of the performance Bank Guarantee and compliance & completion of all contractual formalities within specified time.

Language of Bids

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.



Documents Comprising of Bids

Below table is provided as the guideline for submitting various important documents along with the bid. E-Mail subject will have EoI Reference No and description of EoI as subject line along with Company Name. It will contain two file attachments with headings Packet A & Packet B containing respective documents as mentioned in below table.

Sr No	Type of Envelope	Documents to be submitted
01	Pre-Qualification & Technical Bid Folder (Packet A)	<ul style="list-style-type: none">• Cover Letter• Board Resolution authorizing the Bidder to sign/ execute the bid as a binding document and also execute all relevant agreements forming part of bid or Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this bid (If not submitted would result in summary rejection of the offer)• Self-declaration by Authorized Signatory to certify that the products quoted are not end of life for the next 5 years or end of sale products• Bidder's Particulars as per specified format• All the documentary evidence required as per pre-qualification criteria mentioned in 'Pre-Qualification Criteria' section of this bid• Declaration cum Indemnity Bond• Valid proofs of EoI Fees & EMD Submission (Snapshots of Bank Statement indicating Payment of the same)• Technical Bid in the format specified• Project Details• Technical Bill of Material (to be provided by the Bidder)• Other Documents (as per requirements of the bid)
02	Commercial Bid Folder (Packet B)	<ul style="list-style-type: none">• Price Bid Cover• Price Bid

Bidders shall furnish the required information on their Pre-Qualification, technical and financial bids in enclosed formats only. Any deviations in format may make the bid liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical Envelope shall be sufficient grounds for rejection of the bid.

Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

Evaluation Process

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

Evaluation of Bids

1. Consortium is not permitted.
2. Sub-contracting is not permitted. However, the Bidder shall seek prior approval from RailTel for sub-contracting any work, if not already specified in the bid. Such sub-contracting shall not relieve the Bidder from any liability or obligation under the Contract. If approved, however the Bidder shall be solely responsible for the work carried out by subcontracting under the contract.
3. The Financial Bids of only those Bidders, who qualify in the Pre-Qualification & Technical stage, shall be considered and will be evaluated as per the evaluation criteria in this clause by the Bid Evaluation Committee (BEC).
4. The BEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in RailTel’s interest).
5. RailTel reserves the right to further negotiate with the Bidders post the Price Opening with any of the Bidders

Opening of Technical Bid

1. RailTel shall open the Technical Bids in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified.
2. Only bids that are opened and read out at the bid opening and whose EoI Fees & EMD has been paid shall be considered further.
3. All the bids shall be opened one at a time, reading out the name of the Bidder, submission of EoI Fees, and any other details as RailTel may consider appropriate.
4. RailTel shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the presence or absence of EMD. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
5. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening.
6. Once the bids are opened each bid will be checked for pre-qualification and technical criteria.

Opening of Commercial Bid

1. The Commercial bids shall not be opened by RailTel until the evaluations of the Technical Bids have been completed.
2. After the technical evaluation is completed and RailTel has issued its no objection (if applicable), RailTel shall notify those Bidders whose proposals did not pass the technical evaluation or were considered as non-responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.
3. RailTel shall simultaneously notify in writing to bidders who have cleared the technical evaluation, the date, time and location for opening the Financial Proposals. The opening date would allow Bidders sufficient time to make arrangements for attending the opening. Bidders' attendance at the opening of Financial Proposals is optional.
4. RailTel shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the bid Price, and any other details as RailTel may consider appropriate. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
5. Financial Proposals shall be opened publicly in the presence of the Technically Qualified Bidders' representatives who choose to attend. The name of the Technically Qualified Bidders shall be read aloud.
6. Commercial Bids from bidders who have failed to qualify in evaluation of the technical bid will not be opened.
7. Only bids that are opened and read out at the bid opening shall be considered further.
8. Authorization letter in the name of the person attending bid opening needs to be submitted on the letterhead of the Bidder during bid opening.
9. The Commercial Bids will be evaluated by RailTel for completeness and accuracy.
10. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Rights to Accept/Reject any or all Bids

1. Notwithstanding anything contained in this EoI, RailTel reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
2. RailTel reserves the right to reject any Application and/ or Bid if:
 - a. at any time, a misrepresentation is made or uncovered, or
 - b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.
3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by RailTel, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made any misrepresentation or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EoI, be liable to be terminated, by a communication in writing by RailTel to the Bidder, without Bidder being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which RailTel may have under this EoI, the Bidding Documents, the Concession Agreement or under applicable law. RailTel reserves the right to verify all statements, information and documents submitted by the Bidder in response to the EoI. Any such verification or lack of such verification by RailTel shall not relieve Bidder of its obligations or liabilities hereunder nor will it affect any rights of RailTel there under.
4. The bid shall be rejected if the bidder-
 - a. Stipulates the validity period less than 120 days.
 - b. Stipulates own condition/conditions.

Amendment of Bid Document

At any time prior to the deadline for submission of Application, RailTel may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the EoI by the issuance of Addendum. Any Addendum thus issued will be sent in writing/ Fax/ Email to all those to whom EoI is issued by RailTel. In order to afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, RailTel may, in its sole discretion, extend the Submission Due Date.

Notifications of awards and Signing of Contract

Prior to the expiration of the period of bid validity, the Bidder will be notified in writing or by FAX/email that their bid has been accepted. At the time RailTel notifies the successful Bidder that its bid has been accepted, RailTel will send the Bidders the proforma for Contract, incorporating all clauses/agreements between the parties. The successful Bidder shall sign and date the Contract and return it to RailTel. Draft Format of the contract has been included in the bid document.

Performance Bank Guarantee

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks as per the format given in this bid, payable on demand, for the due performance and fulfillment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 30 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 30 days and upto 60 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 60 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post the contract period plus three months(expected PBG validity date) are over after deducting any applicable deductions (eg: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to 3% of the total contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the Contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30days' notice period shall be considered as the 'Cure Period' to facilitate the

Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

Failure to agree with the Terms and Conditions of the Bid/Contract

Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder (i.e. L2 Bidder). In such a case, RailTel shall invoke the PBG of the most responsive Bidder (i.e. L1 Bidder).

Terms and Conditions of the Bid

Bidder is required to go through thoroughly the complete EoI document, for all the terms and conditions to be adhered by the successful Bidder during Project Implementation and Post implementation period.



4. Scope of Work:

Project Objective

RailTel wishes to engage an agency (referred to as “Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project according to the requirements, specifications and bill of quantities in the bid document.

RailTel is planning to participate in a Tender Floated by (n)Code Solutions, Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC) – IT Division for Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project vide Tender Reference No: GNFC/e-Passport/2022-23/01.

Summary of Scope

Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project.

Proposed Scope of Work

RailTel wishes to utilize the services of an Implementation Agency (hereafter referred to as “Implementation Agency”/“IA”/“Selected Agency”/“Vendor”/“Bidder”) for Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project. The project is envisaged to be implemented in a period as specified in the referred tender and any of its addendums/corrigendums/additional documents as encompassed in the tender. The Technical details of Scope encompassed may be referred in the GNFC Tender, its addendums/ corrigendum/ any other documents published by GNFC issued vide Tender Reference No: GNFC/e-Passport/2022-23/01.

In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/ MSA/ SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

5. Payment Terms, Timelines & SLA

All the Payment Terms, Timelines and SLA will be back to back as per End Customer Tender document referred in Scope of Work. However following clauses override this EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI:

- 1) Payments will be processed post furnishing appropriate Invoices which are compliant as per statutory norms
- 2) Once RailTel receives payment from its End Customers the Payments appropriately as per Invoices received will be processed and released after 45 days.
- 3) No payments will be made in Advance.



6. Annexure I: Instructions & Pre-Qualification Bid Formats

Pre-Qualification Cover Letter

Date: dd/mm/yyyy

To
Deputy General Manager/ Marketing
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Selection of Implementation Agency for Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project

Ref: Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

Having examined the EoI Document (and the referred documents/ clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project.

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to RailTel and its end customers, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& referred Documents, subsequent clarification / addendums / corrigendums, if any) document and also agree to abide by this EoI response for a period of 180 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

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

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

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :



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Format to share Bidder's Particulars

Sr. No	Description	Details(to be filled by the responder to the Bid)
1.	Name of the company	
2.	Official address	
3.	Phone No. And Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. And Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
11.	GST registration No.	
12.	Permanent Account Number (PAN)	
13.	Company's Revenue for last 5 years (Year wise)	
14.	Company's net worth for the last year (Year wise)	

Please submit the relevant proofs for all the details mentioned above along with your bid response.

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

Format for Declaration by the Bidder for not being Blacklisted / Debarred

(On Stamp Paper of Rs 500)

DECLARATION CUM-INDEMNITY BOND

Date: dd/mm/yyyy

I, _____ of, _____ do hereby declared and undertake as under.

1. I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm / company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declared that I _____ in capacity as Manager / Director / Partners / Proprietors of _____ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de- registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.
3. I declared that, I have perused and examined the EoI document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of EoI and accordingly, I submit my offer to execute the work as per EoI documents at the rates quoted by me in capacity as _____ of _____.
4. I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, RailTel is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declared that I will not claim any charge / damages / compensation for non-availability of site for the contract work at any time.
6. I Indemnify RailTel and its stakeholders/ partners/ patrons for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of _____ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of the RailTel and its stakeholders/ partners/ patrons.

Dated _____ day of _____, 20 _____

Identified by me

Before me

<Advocate>

7. Annexure II: Instructions & Technical Bid Document Formats

General Instructions for the Technical Bid

Bidders have to submit a very structured and organized technical bid, which will be analyzed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project.

Bidder is expected to divide its Bid in following sections / documents:

A. Bidder's Competence to execute the project

This document should bring about the capability of the firm to execute this project. Some of the required documents are as follows:

- Financial Capability of the Bidder and supporting documents
- Experience of Bidder of implementing similar/same applications or in supply of similar/same hardware components
- Quality of similar domain experts available with the firm

B. Proposed Team for the Project

Bidder may propose different people for different skill-sets required and different responsibilities (during Project Implementation and Post-Implementation). Following documentation is expected in this section:

- Overall Project Team (for both Project Implementation and Support phases)
- Escalation Chart for the entire Project Duration
- Summary Table giving Qualification, Experiences, Certifications, Relevance

C. Technical Solution Proposed for the Project

Broad areas to be covered in the Technical Solution documentation are given below:

- Bill of Material: This document should give details of all the proposed components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.
- Describe the proposed Technical Solution in a structured manner. Following should be captured in the same:
 - Clear articulation and description of the design and technical solution and various components
 - Reasoning for selection of the proposed technology over other options.
 - Extent of compliance to technical requirements specified in the scope of work
- Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
- Clearly articulate the Strategy and Approach and Methodology for Installation, Configuration and Implementation of the project.
- Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.
- Detailed Project Plan with timelines, milestones etc. for supply, installation and commissioning of the various project components.

Format to share Project Details

Name of the Project:	
General Information	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
Project Details	
Description of the project	
Scope of work of the Bidder	
Deliverables of the Bidder	
Technologies used	
Current Status of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (number of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
Work order / Purchase order / Contract for the project/ Client Certificate giving present status of the project and view of the quality of services by the Bidder	

Note: The Bidder is required to use above format for all the projects referenced by the Bidder for the pre- qualification criteria and technical bid evaluation.

Technical Bill of Material and Bill of Quantity (To be provided by the Bidder)

1. The Bidder shall submit the technical proposal including the BoM with 'Make' and 'Model' details excluding the cost.
2. The Bidders can add additional line items as per their requirements
3. Bidder should not share any bid price information in the technical bid
4. Hardware specifications should be as per the specifications mentioned in Annexure.
5. The quantity required may vary by +10% during the course of execution of the project.
6. The unit rate quoted in the financial bid will be used to calculate the price of the varied component.

Indicative Bill of Materials:

As per formats specified in referred documents including all of its addendums / corrigendums / additional documents as mentioned in Scope of Work

Note: It is mandatory to fill up complete information in above table. No price shall be quoted. Also Make and Model to comply as per GNFC Tender referred.

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8. Annexure III: Instructions & Commercial Bid Formats

Commercial Bid Cover Letter

Date: dd/mm/yyyy

To

Deputy General Manager/ Marketing

RailTel Corporation of India Ltd

Western Railway Microwave Complex

Senapati Bapat Marg, Near Railway Sports Ground

Mahalaxmi, Mumbai – 400013

Sub: Selection of Service Provider for the Project “Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project”

Ref: Bid No:<No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of ‘Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project’ do hereby propose to provide services as specified in the bid referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of opening of the Bids and back to back as per scope of work whichever is later.
- We hereby confirm that our bid prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- 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 in altered under the law, we shall pay the same.

2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

4. 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 bid, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the bid.

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

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

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Commercial Bid Format and Instructions

The Bidder has to quote the rate in the BoQ table. The price shall be inclusive of Goods & Services Tax as applicable under the relevant Laws of India.

BoQ Table will be as per formats specified in referred documents including all of its addendums / corrigendums / additional documents as mentioned in Scope of Work.

Note:

1. Bidder is required to do POC of the hardware during the technical evaluation or post Award of contract as per RailTel's discretion.
2. The Bidder will quote both for Implementation cost and the Operations and Maintenance cost.
3. RailTel to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on RailTel's discretion.
4. All the prices are to be entered in Indian Rupees ONLY.
5. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
6. During the payment stage, RailTel reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
7. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
8. For the purpose of evaluation of Commercial Bids, RailTel shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
9. The Contract Price shall be firm and not subject to any alteration.
10. The Bidder should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
11. Please note invitation of price discovery rate for future requirements does not imply guarantee of any additional work or any increase in scope. The price discovery rates are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.
12. Wherever present, the items mentioned as Lump Sum in above table will have quantity as 1. However, the bidder should consider the same as Lump Sum and submit the commercials.
13. No advance payment shall be made towards any activity

9. Annexure IV: Complete EoI Examination & Nil Deviation Certificate

To
Deputy General Manager/ Marketing
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete EoI Examination & Nil Deviation Certificate

Ref: EoI Number: _____ Dated: _____

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

10. Annexure V: Back to Back Compliance Certificate

To
Deputy General Manager/ Marketing
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete back to back Compliance Certificate

Ref: 1) EoI Number: _____ Dated: _____

2) Tender Reference No: GNFC/e-Passport/2022-23/01 and all of its corrigendums & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back to back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

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11. Annexure VI: Draft Non-Disclosure Agreement

(To be submitted on a Rs. 100 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into _____ day of _____ month _____ year (effective date) by and between _____ (“Department”) and _____ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) _____ effective _____ for _____ and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- b. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- c. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the

confidentiality of its own proprietary and confidential information and that of its clients;

- d. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - e. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - f. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - g. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
- 3. Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
- 4. Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
- 5. Remedies.** Company acknowledges that
- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
 - (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
 - (c) injury sustained by Department may be impossible to calculate and remedy fully.
- Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and

liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

- 6. Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
- 7. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 8. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 9. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 10. Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b. The place of arbitration shall be Mumbai.
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
- 11. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
- 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect,

such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

17. Survival. Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

18. Non-solicitation. During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.

19. Term. Subject to aforesaid section 17, this Agreement shall remain valid up to _____ years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. _____

2. _____

For Company

Name:

Title:

WITNESSES:

1. _____

2. _____

12. Annexure VII: Performance Bank Guarantee Format

(For a sum of 10% of the value of the contract)

(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)

Ref. No. :

Date :

Bank Guarantee No. :

To

<Insert complete postal address>

THIS INDENTURE made this <current date> day of< current Month> 2022, BETWEEN THE <Bank Name>, a Company incorporated and registered under the Indian companies act, 1913 and deemed to exist within the companies Act 1956, and governed by the Banking Regulation Act, 1949 and having its registered office at <Address>, and its corporate office at <Address>, India and having one of its Branch Office at <Mumbai Branch Office> (hereinafter referred to as "the Bank" which expression shall be deemed to includes its successors and assigns) of the first part and

<Bidders Company Name> a company incorporated under the Indian Companies Act 1956 having its Registered Office at <Address>, Corporate Office at <Address> and its Regional Office at <Mumbai Office Address> (hereinafter referred to as 'the Contractor/s') of the second part and

RailTel Corporation of India Ltd (hereinafter referred to as 'RailTel') of the third part WHEREAS the Contractor/s have submitted to RailTel EoI/Quotation for the execution of Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project vide <EoI No> Dated <Date of EoI> and the terms of such EoI/Tender/Quotation/contract require that the Contractor/s shall deposit with RailTel as the security a sum of Rs. <Amount>/- (in figures and words<in words> only Including all Taxes and contingencies and any other costs mentioned as per LOI and RailTel Terms)AND WHEREAS if and when any such EoI/Tender/Quotation is accepted by RailTel the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and be appropriated by RailTel towards the security deposit to be taken under the contract and be redeemable by the Contractors/ if they shall duly and faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s has requested RailTel to accept the Guarantee of the Bank hereinafter contained, in place of the Contractor/s depositing with RailTel the said sum as security as aforesaid AND WHERE AS accordingly <Bank Name>has agreed to accept claim from RailTel upon demand in writing, whenever required by him, from time to time upto <Date (contract period + 3 months)> so to do, a sum not exceeding in the whole Rs. <Amount>/- (in figures and words <in words> only incl of Tax)

under the terms of the said EoI/Tender/Quotation and/ or the Contract. The Bank Guarantee is valid up to <Date (contract period + 3 months)>.

Notwithstanding anything what has been stated above, <Bank Name> liability under the above guarantee is restricted to Rs. <Amount>- (in figures and words <in words>only incl of Tax) and guarantee shall remain in force up to <Date (contract period + 3 months)> unless the demand or claim under this guarantee is made on us and we receive in writing on or before <Date (contract period + 3 months)> all your rights under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter whether or not the original bank guarantee is returned to us.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this day of 2022 at

For <Bank Name>

For<Company Name>

Authorized Signatories

EMP No. _____

Authorized Signatories

EMP No. _____

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RAILTEL

13. Annexure VIII: Integrity Pact

(To be executed on Rs. 500/- Stamp Paper)

EoI Number: _____ Dated: _____

This Integrity Pact is made at on this _____ Day of _____ 2022

BETWEEN

RailTel Corporation of India Ltd (a Govt of India Enterprise under Ministry of Railways) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns

AND

<Bidder Name> having its registered office at <Bidders Registered and Branch Address (if any)> hereinafter referred to as “The Bidder/ Contractor/ Concessionaire/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for ‘Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project’. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas in order to achieve these goals, the Principal will appoint an independent **external** Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesseth as under:-

Article – 1: Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principle:-

- a. No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand take a promise for or accept for self or third person any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude all known prejudiced persons from the process.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality

shall furnish the name and address of the foreign principle, if any. Further details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent /Representative have to be Indian Rupees only.

- e. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- f. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.
- h. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

Article – 3: Disqualification from tender process and exclusion from future contracts

- 1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- 2. If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a maximum of 1 year.
- 3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
- 4. The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing

before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant, however, the Bidder/ Contractor/ Concessionaire/ Consultant can approach IEM(s) appointed for the purpose of this Pact.
6. On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
2. In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination.

Article – 5: Previous Transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors

1. The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.
3. The Principal will disqualify from the Tender process all Bidders who do not sign this Pact violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article – 8: Independent External Monitor (IEM)

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval from Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractors(s) with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, RailTel and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/ Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice any transgression as given in Article- 2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-*binding

recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the CMD, RailTel within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Article – 9: Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders, 6 months after this Contract has been awarded (In case of BOT projects). It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by CMD of RailTel.

Article – 10: Other Provisions

1. This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a Joint Venture partner, this pact must be signed by all partners or members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
5. Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in Integrity Pact shall prevail.
7. Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
8. The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this pact at the place and date first done mentioned in the presence of following witnesses:-

(For & On behalf of the (Principal)

(For & On behalf of Bidder/Contractor/
Concessionaire/Consultant)

Place:

Date:

Witness 1:

Witness 2:



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RAILTEL

14. Annexure VIII: Contract Agreement

(To be executed on Rs. 500/- Stamp Paper post award of Contract within 30 days of placement of LOI)

1. Overview:

The document below Dated describes the Agreement between the RailTel Corporation of India Limited a company having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013 called herein after “BUYER/ PURCHASER/ RailTel” and <Company Name> having its office at <Address> as “SELLER/ SERVICE PROVIDER”. It includes the critical success factors and performance indicators to help evaluate Seller’s effort in providing the desired results.

2. Scope of Work:

The Scope of Work includes Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project as per Supply Order/ LOI issued vide Buyer’s letter No.<LOI No> dt <Dated>.

3. Term of the Contract Agreement

The term of this Contract Agreement shall be a period of <specify period of contract> years from the date of execution of this Agreement. This includes the time required for Implementation and Operations and Maintenance Support.

In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Service Provider, RailTel reserves the right to extend the term of the Agreement by a suitable period without mutual consensus to allow validity of contract from the date of operational acceptance.

4. Payment, Taxes & Claims

Under no circumstances whatever the Service Provider shall be entitled to any compensation from RailTel on any account unless the Service Provider shall have submitted a claim in writing to RailTel within 30 days of the case of such claim occurring.

It is agreed that the RailTel or its representative or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its representative's or officer's hands owing to any dispute or difference or claim or misunderstanding between the RailTel or its representative or Officer on the one hand and the Buyer on the other, or with respect to any delay on the part of the RailTel or representative or Officers in making periodical or final payments or in any other respect whatever.

Variations

RailTel shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works RailTel considers necessary or advisable during the progress of the Contract. Such Variations shall form part of the Contract and the Service Provider shall carry them out and include them in updated Programmes produced by the Service Provider. Written confirmations of such variation of orders will be given.

Payment for Variations

The rates for Variation items as specified in the Bill of Quantities will be considered as base and the Service Provider shall carry out such work at the same rate.

5. Proprietary data

All documents and other information supplied by the Authority or submitted by a Service Provider to RailTel Authority shall remain or become the property of RailTel/ Stakeholders/ Partners/ Patrons. Service Provider are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. RailTel Authority will not return any Application or any information provided along therewith.

6. Taxes

G.S.T. and other state levies/ cess which are not subsumed under GST will be applicable. It is clearly understood that RailTel will not bear any additional liability towards payment of any Taxes & Duties.

Rates accepted by RailTel shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/ tolls etc. Except that payment/ recovery for overall market situation shall be made as per price variation.

7. Publicity

Any publicity by the Service Provider in which the name of RailTel is to be used should be done with the explicit written permission of Executive Director/ Western Region of RailTel Corporation of India Ltd.

8. Force Majeure

The Service Provider shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the “reasonable” control of the Service Provider, not involving the Service Provider’s fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Implementation Agency include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the Service Provider to take benefit of this clause it is a condition precedent that the Implementation Agency must promptly notify RailTel, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. RailTel, or the consultant / committee appointed by RailTel shall study the submission of the Service Provider and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by RailTel in writing, the Service Provider shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, RailTel and the Service Provider shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of RailTel shall be final and binding on the Service Provider.

9. Arbitration & Governing Laws:

Any dispute between the parties shall be resolved mutually by the parties.

If the dispute cannot be resolved by mutual consultation between the parties, the same shall be resolved by an Arbitrator who shall be the Chief Managing Director of the Seller.

This agreement shall be covered and constructed in accordance with Laws of India including without limitation, the relevant Central and State Acts and Rules, Regulations and Notifications issued and amended there under from time to time.

All disputes shall have jurisdiction of courts at Delhi, unless otherwise provided under the terms of agreement for arbitration or other recourse.

10. Termination of contract

RailTel may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Service Provider and terminate the contract either in whole or in part:

- i. If the Service Provider fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- ii. If the Service Provider fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Service Provider, RailTel shall provide the Service Provider with a written notice of 30 days instructing the Service Provider to cure any breach/ default of the Contract, if RailTel is of the view that the breach may be rectified.

On failure of the Service Provider to rectify such breach within 30 days, RailTel may terminate the contract by providing a written notice of 30 days to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RailTel. In such an event the Service Provider shall be liable for penalty imposed by RailTel.

In the event of termination of this contract for any reason whatsoever, RailTel is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Service Provider shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide

all such assistance to RailTel and/ or succeeding vendor, as may be required, to take over the obligations of the Service Provider in relation to the execution/ continued execution of the requirements of this contract.

11. Termination for Convenience

RailTel, by notice sent to Service Provider, 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 RailTel's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

The deliverables/ Services that are complete and ready for delivery within twenty-eight (28) days after the Service Provider's receipt of notice of termination shall be accepted by RailTel at the Contract terms and prices. For the remaining deliverables/ services, RailTel may elect:

- i. to have any portion completed and delivered at the Contract terms and prices; and/or
- ii. to cancel the remainder and pay to the Service Provider an agreed amount for partially completed deliverables and Related Services.

12. Miscellaneous Terms:

Sub Contracts

Sub-contracting is not permitted. The Service Provider shall seek prior approval from RailTel for sub- contracting any work, if not already specified in the bid. However, such sub-contracting shall not relieve the Service Provider from any liability or obligation under the Contract. If approved, however the Service Provider shall be solely responsible for the work carried out by subcontracting under the contract.

Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

Confidentiality

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and

operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of RailTel, the Service Provider (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Service Provider and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Service Provider (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The Service Provider recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Service Provider. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of RailTel/ Stakeholders/ Partners/ Patrons requires the Service Provider, its Subcontractors and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in RailTel and its nominees receiving a right to seek injunctive relief and damages, from the Service Provider.

The restrictions of this Article shall not apply to confidential information that:

- i. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- iii. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- v. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- vi. Is required to be disclosed by law, regulation or Court Order, provided that the

recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- i. Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and
- ii. Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

This Agreement is being executed in two originals, one copy to be retained by each of the parties of this Agreement.

In WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed on the day, month and year endorsed below:

Authorized Signatory & Seal:

Authorized Signatory & Seal:

RailTel Corporation Of India Limited
Western Railway Microwave Complex,
Senapati Bapat Marg, Near Railway
Sports Ground, Mahalaxmi
Mumbai – 400013

<Bidder Company Name>
<Bidder Company Address>

Date:

Place:



**RFP FOR SELECTION OF MASTER
SERVICE INTEGRATOR (MSI) FOR
SUPPLY, INSTALLATION,
COMMISSIONING AND O&M OF PKI
SOLUTIONS, IT INFRASTRUCTURE
COMPONENTS AND CONNECTIVITY
SERVICES FOR e-PASSPORT PROJECT**

Tender No. GNFC/e-Passport/2022-23/01

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1. DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the TENDERER or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in eliciting their financial offers (the "Proposal") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the TENDERER, in relation to the RFP. 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 TENDERER, its employees or Consultants 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 this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own surveys 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 before filling up the RFP. Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The TENDERER accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The TENDERER, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense 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, delay or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding process.

2. KEY INFORMATION & INSTRUCTIONS

2.1. Information Regarding RFP

Proposal in the form of BID is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.

- This bid for SELECTION OF MASTER SERVICE INTEGRATOR FOR SUPPLY, INSTALLATION, COMMISSIONING AND OPERATIONS & MAINTENANCE OF PKI Solution, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT
- Bidder shall upload their bids on <https://www.nprocure.com/>
- The Bid Security in a sealed envelope super-scribed with the bid document number should be delivered to TENDERER's Office
- Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- Services offered should be strictly as per requirements mentioned in this Bid document.
- Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- In addition to this RFP, the following sections attached are part of Bid Documents.
 - Key Information & Instructions
 - Introduction, Scope of Work and Specification
 - Pre-Qualification Criteria
 - Timelines, SLA, Penalties and Payment Terms
 - Instruction to Bidders and General Conditions of Contract
 - Price Bid
 - Annexures and Formats

2.2. Instruction to bidders for Online Bid Submission:

- Tender documents are available only in electronic format which Bidders can download free of cost from the website <https://www.nprocure.com>
- The bids have been invited through e-tendering route i.e. the eligibility criteria, technical and financial stages shall be submitted online on the website <https://www.nprocure.com>
- Bidders who wish to participate in this bid will have to register on <https://www.nprocure.com>
- Further bidders who wish to participate in online bids should have a valid Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids.

- Interested and eligible Bidders are required to upload the eligibility related document in eligibility bid section, Technical related document in Technical bid section & Commercial Bid in Commercial bid section. The Bids should be accompanied by a bid security as specified in this Bid Document. The Eligibility related document, Technical & Commercial Bid must be uploaded to <https://www.nprocure.com> & the Bid Security must be delivered to the TENDERER's Office on or before the last date and time of submission of the bid.
- Interested bidder has to submit Technical bid and Physical forms to be submit on or before due date and time at below address :
14th Floor, Tower One, Road 5C, Zone 5,
Gujarat International Finance Tech City (GIFT City)
Gandhinagar - 382 355
- The eligibility section and the Bid Security section will be opened on the specified date & time. In the event of the date specified for bid receipt and opening being declared as a holiday for the office of TENDERER the due date for submission and opening of bids will be the following working day at the scheduled times.
- In case of any clarifications required, the same should be submitted in writing at least 2 days before the Pre- Bid meeting date.

Important Information

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR FOR SUPPLY, INSTALLATION, COMMISSIONING AND OPERATIONS & MAINTENANCE OF PKI SOLUTION, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT		
1.	Contract Period	7 years (After Go Live)
2.	Pre-Bid Meeting (Time and Venue)	4th November 2022 at 3:00pm Online Mode, Details will be shared prior to pre bid meeting date on nprocure portal
3.	Last date and time for submission of queries	2nd November 2022 by 5:00pm Queries to be e-mailed on e-passport@ncode.in
4.	Bid Due date and time	16 th November 2022 at 3:00pm
5.	Opening of Un-priced/Technical bid	16 th November 2022 at 3:30pm
6.	Opening of Commercial Bid (Time and Venue)	Will be intimated to the qualified bidders at a later date
7.	Bid security (EMD)	Rs.1,60,00,000/- in favour of "GNFC Ltd."
8.	Performance Bank Guarantee (PBG)	3% of Contract Value (refer Section Performance Bank Guarantee)
9.	Bid Validity	180 Days
10.	Contact person	e-passport@ncode.in

2.3. Definitions

In this document, the following terms (in Alphabetical order) shall have following respective meanings:

1. “Acceptance Test” means the acceptance testing of the ordered product & services on completion of installation and commissioning under the project.
2. “Acceptance Test Document” means a document, which defines procedures for testing the ordered products & services against requirements laid down in the Agreement.
3. “Agreement” means the Service Level Agreement to be signed between the successful bidder and TENDERER including all attachments, appendices, all documents incorporated by reference thereto together with RFP and any subsequent modifications in the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. “Authorized Representative” shall mean any person/ agency authorized by either of the parties.
5. “Bidder” means any agency providing similar solutions as per the scope of work of RFP. The word Bidder when used in the
 - 5.1. pre-award period shall be synonymous with Bidder, and when used
 - 5.2. after award of the Contract shall mean the successful Bidder with whom the TENDERER signs the Service Level Agreement for executing the project.
6. “Contract” is used synonymously with Agreement.
7. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
8. “DC” means the Data Centre Located at GNFC Tower, Ahmedabad, Gujarat.
9. “Default Notice” means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
10. “DR” means the Disaster Recovery site Located at Bharuch, Gujarat.
11. “Downtime” means accumulated time period, in minutes, when specified services with specified technical and service standards as mentioned in the Tender Document are not available to the TENDERER and its user organizations within the Scheduled Operation Time but outside the Scheduled Maintenance Time.
12. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive TENDERER of the benefits of free and open competition.
13. “Good Industry Practice” means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.

14. "Go Live Date" means the date on which the FAT of all the components and services as ordered under the project as per the Work order has been successfully completed and accepted by the TENDERER.
15. "Law" shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
16. "O&M Period" means period of contract starting with the successful installation and commissioning, FAT & Go-Live.
17. "Planned Outage" means unavailability of services due to infrastructure maintenance activities such as configuration changes, up-gradation or changes to any supporting infrastructure.
18. "Request for Proposal" means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
19. "Requirements" shall mean and include schedules, details, description, Scope of Work, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement/RFP document.
20. "Scheduled Maintenance Time / Scheduled downtime" shall mean the time that the System is not in service due to a scheduled work. Scheduled maintenance time is planned downtime with the prior permission of the TENDERER.
21. "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the network will be 24x7x365.
22. "Service" means provision of Contracted services for the TENDERER.
23. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
24. "TENDERER" here shall mean (n)Code Solutions , GNFC – IT Division
25. "TENDERER's Office" here shall mean "14th Floor, Tower One, Road 5C, Zone 5, Gujarat International Finance Tech City (GIFT City) Gandhinagar - 382 355"
26. "Unplanned Outage" means an instance of unavailability of services other than the planned outage.
27. "Uptime" means the time period when specified services with specified technical and service standards as mentioned in the Tender Document are available to the TENDERER and its user organizations. The uptime will be calculated as follows:

Total time in a month (in minutes) less total Downtime (in minutes) in the Month.
28. "% Uptime" means ratio of 'Uptime' (in minutes) in a quarter to Total time in the month (in minutes) multiplied by 100.
29. "% Downtime" means ratio of 'Downtime' (in minutes) in a month to Total time in the Month (in minutes) multiplied by 100.

2.4. Abbreviations

S/N	Abbreviations	Description
1.	AT	Acceptance Testing
2.	BoQ	Bill of Quantity
3.	CPE	Customer Premise Equipment
4.	DB	Database
5.	EMD	Earnest Money Deposit
6.	FAT	Final Acceptance Testing
7.	GoG	Government of Gujarat
8.	GoI	Government of India
9.	IBW	Internet Bandwidth
10.	ICT	Information Communication and Technology
11.	IP	Internet Protocol
12.	ISP	Internet Service Provider
13.	LL	Leased Line Connectivity
14.	Lol	Letter of Intent
15.	NOC	Network Operations Centre
16.	O&M	Operations and Maintenance
17.	OS	Operating System
18.	PBG	Performance Bank Guarantee
19.	PM	Preventive Maintenance
20.	PoP	Point of Presence
21.	QoS	Quality of Service
22.	QP	Quarterly Payments
23.	SITC	Supply, Installation, Testing and Commissioning
24.	SOP	Standard Operating Procedure

25.	SoR	Schedule of Requirement
26.	SoW	Scope of Work
27.	SPOC	Single Point of Contact
28.	UoM	Unit of Measurement
29.	VM	Virtual Machine

3. INTRODUCTION

3.1. Brief on (n)Code Solutions, GNFC - IT Division

The Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC), Promoted by Govt. of Gujarat, has strategically diversified since 1989 expanding its portfolio much beyond Fertilizers and Chemicals.

As part of a major initiative in the Internet security domain, its division (n)Code Solutions has set up a world class PKI facility to offer Digital Signature Certificate & range of PKI based solutions. (n)Code Solutions is a certifying authority issuing Electronic Signature Certificates (ESC), providing country wide support for ESC and electronic procurement activities for various states.

(n)Code Solutions offers Digital Certificates that can integrate with applications such as emails, workflow, enterprise wide applications, or secure VPNs. The Digital Certificates can be used by individuals, corporates and governments to secure online B2B/B2C applications and other online transactions.

(n)Code also designs and builds world class data centre infrastructures, architecting cloud enabled secure applications, providing support thereof, carry out e-Governance and e-surveillance projects.

(n)Code also offers a wide range of Security Services which include Managed IT Services & Secure Infrastructure design & building Services.

(n)Code Solutions is certified for adopting best practices as per Capability Maturity Model Integration for Services (CMMI-SVC) at level-5, Quality Management Systems (QMS - ISO 9001, Information Security Management System (ISMS - ISO 27001), Information Technology Service Management System (ITSMS- ISO 20000) and IT infrastructure security and other operational requirements as per IT Act.

3.2. About the Project

Security concerns, developing technologies and emerging standards have led governments worldwide to pursue the issuance of sophisticated machine readable travel documents (MRTD) to their citizens. Commonly known as “ePassports,” these documents contain a chip that stores information that can be verified against the data on the passport.

To issue and process a trusted ePassport requires multiple components including a method to secure the data on the chip that enables India and other governments to read the data, and a credential management systems to manage the issuing and renewal of ePassports. Such infrastructure requirements are often called the passport-ecosystem.

To achieve this objective a centralised infrastructure needs to be planned to meet the current requirement and future scalability and expansion. At a high level, the project will involve installation and commissioning of requisite solution along with IT infrastructure & equipment's and Network Connectivity at DC, DR and other remote locations.

e-PASSPORT PKI:

Public Key Infrastructure (PKI) technology, serves as the backbone for securing sensitive information on today's ePassports. PKI has become an integral technology for the security and verification infrastructure for ePassports. These PKI solutions, together with an ePassport vendor's front-end passport issuance software and back-end border control readers and software, provide the front-to-back ePassport "trust framework".

DEPLOYMENT APPROACH:

In line with MEA, MSI need to implement ePassport Solution in a 4 stage deployment plan to implement the transition to an EAC ePassport and Verification solution.

- Phase A: Issuance of passport issuer cert with CSCA online and doc signer in offline mode
- Phase B: Issuance of passport issuer cert with CSCA online and doc signer in Online mode
- Phase C– Full BAC Deployment
- Phase D: Full EAC integration with the eco system

4. SCOPE OF WORK

The TENDERER seeks proposal from interested bidder for supply, installation, commissioning, and Operations & Management of the requisite solution, ICT Infrastructure and Network Connectivity for the contract period as per the scope of work, functional and technical specifications defined in this RFP.

The scope of work in this RFP is broadly divided as follows:

- Supply, installation, testing, commissioning and FAT of the IT Infrastructure components and PKI Software
- Supply, installation, testing, commissioning and FAT of Network Connectivity
- Operations & Maintenance of entire set-up procured under this RFP along with required manpower for the contract period.

4.1. General Obligations

1. The bidder is required to supply, install, test, commission and FAT the PKI solution and O&M of the entire solution for the contract period
2. The bidder is required to supply, install, test and commission all the IT equipment's and network connectivity provided as a part of this RFP inclusive of cables and applicable accessories required for the successful completion of the entire projects as per the scope of work and technical specification of the RFP.
3. The bidder will have to perform all the activities as per the Scope of Work defined in this RFP.
4. The bidder shall depute adequate skilled resources to ensure that the implementation and commissioning activities are carried out on schedule.
5. The bidder will be responsible for smooth functioning of the entire network and availability of all the critical components to maintain the uptime as per SLA.
6. Bidder needs to design network architecture as per the Tenderer requirement using industry best practices.
7. Bidder to update all patches in windows and Linux server (Regular Interval – not later than Monthly)
8. Bidder to provide all require accessorise to complete the usable setup (i.e patch cord,Fiber Cable,etc....)
9. Indicative BOQ considered based on application workload and Tentative IT Infra requirement. Bidder have to considered any additional item required for functioning required solution and need to include in their proposal
10. Bidder to perform DR Drill regularly every half year and report to submit.
11. Any Production changes must be passed through approved change management process.

12. While implementing the solution, the bidder shall ensure that there is no change in the IP scheme being currently used at the end locations/TENDERER.
13. The Bidder has to ensure that if any additional component(s) are required for the overall solution and to comply with the SLA levels, then in such case it would be the responsibility of the bidder to provide the same as a part of the entire solution.
14. The Bidder shall do cabling with proper tagging as per cabling standards. Proper network diagrams need to be prepared and maintained for entire infrastructure created under this project.
15. As part of the project implementation documentation, the bidder shall submit the documentation, which should at least contain
 - 15.1. As-implemented configurations
 - 15.2. As-implemented architecture and topology diagrams up to Port Level mapping
 - 15.3. Standard operating procedures for administration of the installed devices.
16. The bidder shall provide detailed training for operation and management of entire set-up to designated personnel of tenderer at tenderer's premises. The Bidder shall demonstrate and provide full set of training material, once the project Implementation period is over.
17. A Service Level Agreement will be signed with the successful bidder for the contract duration..
18. The TENDERER will monitor the performance of the system/s during operation period.
19. The TENDERER may verify and validate all works/services performed by the bidder under the terms & conditions of the RFP.
20. The bidder also needs to ensure compliance of the project with Government of India IT security guidelines including provisions of The Information Technology Act, 2000 and amendments thereof.
21. Bidder should also, adhere and conform to the Network & Information Security Policy and guidelines issued by GoI/DoT/TRAI/Meity(GoI)/Cert-IN/CCA/GoG/ICAO/TENDERER issued till the date of publishing of tender notice. Further, periodic changes in these guidelines during project duration need to be complied with.
22. The bidder shall act as Single-Point-of-Contact for the TENDERER for both ICT Infrastructure and Network Connectivity along with PKI Solution provided as a part of this project.
23. As per guidelines of Telecom Regulatory Authority of India (TRAI), resale of bandwidth connectivity is not allowed. In such a case tripartite agreement should be entered into between the TENDERER, Bidder and network connectivity service provider. The Tripartite agreement format is provided in [Section 12.10](#).

4.2. Supply, Installation, Testing, Commissioning and FAT of PKI Solution for ePassport

4.2.1. Root Key Generation Ceremony services Architecture

The Root Key Generation Ceremony (RKGK) is a procedure where a unique pair of Public and Private Root Keys is generated.

The secure creation of the root key, or private key, is an integral part of the entire PKI system. A root key generation ceremony affirms that an organization's practices are followed and that no anomalies occurred that might later impugn the integrity of the root Certification Authority key pair.

There are two major sections of this service

- **Develop Root Key Generation Ceremony Script**

The root key generation script is a detailed document that outlines the step-by-step process required to build the PKI environment and generate the CA signing key pair under audit. Because of the stringent requirements, the script needs to be developed and thoroughly tested in an environment that replicates the target production environment. In addition to the script, other supporting procedures and work products should be developed in support of the ceremony, such as roles and responsibilities, auditor requirements, video photography requirements, and checklists. A root key generation ceremony 'dry run' is held to test the procedures and scripts, confirm the time requirements and provide the key participants with an opportunity to familiarize themselves with their responsibilities in advance of the live run. Adjustments to the scripts and procedures will most likely be necessary based on the outcome of the dry run. The dry run should be held enough in advance of the live ceremony to allow sufficient time for modification and re-testing of the scripts.

- **Root Key Generation Ceremony(ies)**

The CA will generate the root key for signing all certificates issued by that CA. Each trusted root key pair generation 'ceremony' is uniquely customized and then rigorously conducted in such a way as to provide for a high integrity, auditable process and the creation of irrefutable evidence of the trusted root key pair generated. Depending on the specific circumstances, a ceremony may require the use of customized process scripts, specially configured computer hardware, peripheral hardware tokens to protect the root private signing key, secure and sealed on-site and off-site vaults, security guards, external escrow, and deposition-quality video photography. Establishing the production PKI capability generally occurs in multiple stages. The formal root key generation ceremony occurs first as described above. Since this stage requires detailed planning and execution, and often involves several members of the project team and organization, the content of the ceremony itself is

kept to the minimum required. The remainder of the production PKI is then built under audit review; however, a detailed script is generally not required. Finally, a 'key transfer' process may be needed to move the root keys that were generated in the ceremony onto the production infrastructure. This process is conducted under audit, but a detailed script is generally not required. The most important point is to ensure the integrity of the trusted root key pair is maintained throughout all of these steps.

4.2.2. Security Manager Software

The Security Manager (SM) is the Certification Authority (CA) in a public key infrastructure and is the main building block in this proposal.

This software is used in the Root CA, Gov CA and eMRTD PKI (CSCA, CVCA, SPOC CA, DV) components.

Security Manager provides the capabilities of a traditional CA and extends it with advanced features necessary to help facilitate administration:

- Security Manager supports a wide range of algorithms and encryption strengths available in both North America and Europe, including elliptic curve signatures, an attractive choice for certain mobile applications.
 - E.g. Key types and key sizes:
 - RSA, DSA and elliptic curve (EC) - 2048, 3072, 4096, 6144
 - E.g. Hashing Algorithms:
 - SHA1, SHA224, SHA256, SHA384, SHA512
 - Support for Key Generation and Storage of CA keys on HSMs
- Digital IDs can be issued to any device or application supporting the X.509 certificate standard, enabling a single infrastructure to support all users, devices and applications.
 - E.g. Target Users/Applications:
 - Web (TLS/SSL), S/MIME, VPN, Servers etc
- Security Manager supports digital IDs with one to four key pairs, enabling broader deployment in environments with specific requirements.
 - E.g. Certificate Types:
 - Authentication, Digital Signatures, Encryption
- Certificates can be customized on a per-user basis, providing the flexibility to include user-specific privilege and access control information in a user's certificate.
- Security Manager can interoperate with other PKI systems through standards-based certificate support (X.509), revocation system (CRL distribution points, CRL, OCSP), directory communication (LDAP), application to CA communication (PKIX, PKCS), hardware support (PKCS), broad algorithm support, as well as standards-based cross-certification (PKIX and PKCS) and policy constraints (X.509v3 constraints).
- Interoperability with other applications is provided through X.509v3 certificates with PKIX-compliant extensions, through file formats based on S/MIME, PEM, IPSec, SSL, and SPKM. Security Manager can also be configured to support applications that use the Microsoft Cryptographic API.

4.2.3. Security Manager Administration software

The Security Manager Administration (SMA) is the graphical interface that Entrust PKI administrators use to access and administer Entrust PKI data.

This software is used in the Root CA, Gov CA, and eMRTD PKI (CVCA, DV, PKI and ePassport admin workstations) components.

Primary uses for the ESMA includes:

Renewal of the CA signing key pair before it expires and recover from possible CA key compromise;

- Addition and deletion of users;
- Revocation of X.509 certificates;
- Initiation of X.509 key recovery operations;
- Configuration of security policies; and
- Review of audit logs.

Entrust PKI Security Officers, Administrators, and other administrative roles logging on to ESMA authenticate themselves using digital signatures. Once complete, all messages between ESMA and ESM are then secured for confidentiality, integrity, and authentication.

4.2.4. Administration Services software

Entrust Administration Services (EAAS) provides Web-based administration applications that interact with Entrust Security Manager to manage digital IDs and certificates, including user certificates, Web certificates, VPN certificates, and card verifiable certificates.

This software is used in the Gov CA (UMS, URS, CSRES), eMRTD PKI (CVCA, MLS, NPKD, CA CES, CSRES, DV WS, DV Admin, DV CKM, PKD Reader, PKD Writer).

The services provided by software can be categorized into Account Management, Enrollment and ePassport services.

Services used in the solution are described below.

Account Management services

- **User Management Service (UMS)**

The User Management Service is a Web-based interface for administrators to manage Entrust Security Manager users. This service allows administrators with the appropriate role and permissions to create and manage user accounts, and process requests from end users or other administrators.

- **User Registration Service (URS)**

The User Registration Service is a Web-based interface for end users to create and manage their own user accounts and Entrust digital IDs.

- **Certificate Expiry Service**

The Certificate Expiry Service provides a mechanism to automate certificate expiry notifications and the renewal of certificates. It is typically used for unmanaged certificates such as those used for Web servers and VPN servers.

Enrolment services

- **CSR Enrollment Services (CSRES)**

The CSR Enrollment Services are Web-based services for submitting and approving certificate signing requests (CSRs). The CSR Enrollment Services consist of the following services:

- **CSR Web Service**

The CSR Web Service is a Web Service that is used for submitting certificate requests, downloading certificates, and checking the status of pending requests, as well as verifying, approving and processing pending certificate requests.

- **CSR Requestor Administration Service**

The CSR Requestor Administration Service is a Web-based interface for administrators to submit certificate requests, download certificates, and check the status of pending requests.

To submit certificate requests, administrators must have a client certificate installed in their Web browser to authenticate to the interface. Alternatively, anonymous submission can be configured with the requestor supplying contact information instead.

- **CSR Approver Administration Service**

The CSR Approver Administration Service is a Web-based interface for administrators to verify, approve and process pending certificate requests. To manage certificate requests, administrators must have a client certificate installed in their Web browser to authenticate to the interface.

ePassport services

In Administration Services, ePassport services are Web-based services for managing a Basic Access Control (BAC) or Extended Access Control (EAC) ePassport environment.

- **PKD Writer Web Services:**

The PKD Writer Web Service is a Web Service that writes master lists, CRLs, and Document Signer certificates to the International Civil Aviation Organization Public Key Directory (ICAO PKD). The PKD Writer Web Service also records and maintains a history of the materials that have been uploaded, and supports a GUI extension to the MLS Administration interface.

- **PKD Reader Web Service**

The PKD Reader Web Service is a Web service that will periodically contact the ICAO PKD to download the master lists, Document Signer certificates, and CRLs.

If the NPKD services are installed, the PKD Reader can import the CSCA materials into the NPKD services; the import must be enabled at the NPKD services. If the import is disabled at the NPKD services, an NPKD administrator can manually import the CSCA

materials. If the NPKD services are not installed, the PKD Reader must copy the CSCA materials to the appropriate locations at the DV Web Service.

The PKD Reader Web Service also supports a GUI extension to the NPKD Administration interface so NPKD administrators can manage the PKD Reader.

- **NPKD services**

The NPKD services are Web-based services for managing a National PKD. The CSR Enrollment Services consist of the following services:

- **NPKD Web Service**

The NPKD Web Service retrieves CSCA certificates, master lists, Document Signer certificates, and CRLs stored in the National PKD, along with their assurance levels and metadata.

- **NPKD Administration**

NPKD Administration is a Web-based interface for administering the NPKD services. NPKD administrators use NPKD Administration to import and manage CSCA certificates, master lists, Document Signer certificates, and CRLs stored in the National PKD.

- **Master List Signer services**

The Master List Signer (MLS) services are Web-based services for administering a Master List Signer. The Master List Signer services consist of the following services:

- **MLS Administration**

MLS Administration is a Web-based interface for administering a Master List Signer. Master List Signer administrators use MLS Administration to view and update domestic master lists of trusted foreign Country Signing Certification Authorities (CSCAs), and view and upload foreign master lists.

- **MLS Web Service**

The MLS Web Service is a Web service designed to create, sign and retrieve master lists of trusted foreign CSCAs.

- **CVCA Administration**

CVCA Administration provides an interface for administrators to administer Country Verifying Certification Authorities (CVCAs).

- **SPOC services**

The SPOC services are Web-based services for administering a Single Point of Contact (SPOC). The SPOC services consist of the following services:

- **SPOC Administration**

SPOC Administration is a Web-based interface for administering a Single Point of Contact (SPOC). SPOC administrators use SPOC Administration to manage certificate requests from foreign SPOCs and domestic Document Verifiers.

- **SPOC Domestic Web Service**

The SPOC Domestic Web Service is a Web service designed to automatically submit certificate requests from domestic Document Verifiers to the domestic CVCA, or to foreign SPOCs to be processed by foreign CVCAs.

- **SPOC Web Service**

The SPOC Web Service is a Web service designed to automatically send and receive certificate requests with foreign SPOCs.

- **DV Administration**

DV Administration provides an interface for administrators to administer Document Verifiers.

- **DV Web Service (DV WS)**

The DV Web Service provides a mechanism to access and process Inspection System certificates without intervention from an administrator.

- **DV Certificate Key Management Service (DV CKM)**

The DV Certificate Key Management Service (DV CKM) provides a mechanism to request Document Verifier certificates from one or more CVCAs without intervention from an administrator.

4.2.5. Intelligence Security Provider for Windows software

Intelligence Security Provider (ESP) for Windows is a lightweight Microsoft CryptoAPI based application that has three primary functions:

- to deliver managed keys and certificates
- to provide enhanced security features to CryptoAPI applications
- to allow end users to sign, verify, encrypt, and decrypt files on their file system

This software will be deployed on the PKI and ePassport administrator workstations.

It can also be used to put the keys and certificates on smart cards and tokens for users requesting certificates from the Gov CA.

4.2.6. USB Crypto tokens and token client software (e.g. eToken)

USB Crypto tokens are portable two-factor USB authenticator with advanced smart card technology. Certificate-based technology generates and stores credentials-such as private keys, passwords, and digital certificates inside the protected environment of the smart card chip.

Used by the PKI Administrators to access the PKI software from the administrator workstations. Will also be used by eMRTD admins to authenticate to the ePassport admin applications (e.g. CVCA admin, DV Admin, etc.) to manage ePassport applications.

4.2.7. Integration Bridge

The Entrust Integration Bridge is built to have a common, language and platform independent, framework for the automation of identity lifecycle management.

The Entrust Integration Bridge is a server-based application which is intended to receive notifications of events from disparate systems and perform pre-defined actions based on the details of the notification. The intended purpose is to automate processes and workflow

across disparate enterprise systems. A good example is the monitoring of Active Directory of any device removal, automatically notify Security Manager of this event for purposes of revocation and replicate the CRLs published by the RCA2 and eGovCA to a public HTTP server.

The Entrust Integration Bridge is designed to be extensible and allow for new custom processing to be easily integrated into the environment by development of simple processing modules called Actions. Actions are organized into Chains, which are associated with specific notifications received from external systems.

This component will be deployed in the environment to provide the CRLs on the public HTTP server.

4.2.8. nShield Connect XC hardware and Security World software

The nShield Connect XC is a network Hardware Security Module (HSM) that carries out cryptographic operations involving protected security keys. All data is stored outside the module on the disk of a host system in encrypted form. The HSM and data is controlled via Security World that includes hardware drivers and low level components providing access to the services inside the module.

4.3. Supply, Installation, Testing, Commissioning and FAT of ICT Components

4.3.1. Infrastructure Architecture

1. It is envisaged that the network so created through this project shall be a three-tier, MPLS enabled network, to allow different sites to be aggregated on an MPLS edge at DC/DR. Any to Any Architecture without dependency on tunnels for overlay is preferred
2. The uptime availability of the setup shall be 99.99%
3. The bidder shall ensure that the network deployed is IPV4 as well as IPv6 dual stack compliant and ready from day one.
4. The entire set-up shall use protocols fully compatible and interoperable with existing standard network protocols and architectures.
5. The solution should be implemented as true software defined WAN network architecture.
6. All the proposed routing devices should support key IP MPLS feature and related protocols.
7. The network should support Tenancy that allows administrators to create partitions within the network in order to segment access to network services.
8. The network should have ability to treat all devices within a tenant with a common policy, and thereby will have consistent access to the services that have been allowed to the tenant.
9. The architecture should be service-centric, session-oriented and Zero Trust architecture for building context aware networks
10. The Network must maintain strict security control i.e. without configuring access policy explicitly, traffic is not allow to access all service.
11. The entire set-up shall allow for Role-based Access Control to the users based on privileges like normal user, administrator, monitor, exclusive access and other custom privileges.
12. The network Solution should be session aware and session based with directionality information for application routing decisions.
13. The network shall provide high-speed packet forwarding, classification, and security functions through session-state management and be responsible to forward traffic with choice of encrypting traffic across applications
14. The solution should ensure that bi-directional sessions follow the same path.
15. The WAN path selection at the branch locations should be based on applications/custom applications/URL/IP address and port with the near real time analytics of the WAN Links Capacity & Quality (Packet loss, Latency & Jitter)
16. The selection of WAN links to anchor the traffic flows for an application traffic should be dynamic and policy driven.
17. The architecture should allow for internet break out at the centralized location, remote entity (remote location) based on the application and the policy defined at the centralized location.

18. The system should ensure that any change in physical connectivity (Link 1 to Link 2 connectivity in case of multiple links being terminated on the branch device) or any change is physical connectivity type (Link 1 connectivity changed from internet broadband to MPLS or vice versa, in case of multiple WAN links being terminated on the Branch device) does not require any change in network configuration in the controller or device.
19. The network architecture should have the ability to get the server details and able to path monitoring to ensure that application traffic loads are optimally balanced across preferred links to desired application servers. Real-time criteria include server loads, maximum session rate, packet loss, latency, and jitter.
20. The system should be able to identify business critical applications and should prioritize this traffic over others during congestion.
21. The system should ensure that the session is not impacted when switching between paths with fast fail-over and needs to be demonstrated with Low latency Real-time applications like Voice and Video
22. The SLA management should have fallback mechanism in place i.e. in case if both the links at a branch location fail to meet SLA, the traffic should not drop.
23. Proposed solution must consider NAT to facilitate IPv4 NAT, IPv6 to IPv4NAT VRF Aware NAT.
24. The Network must support the QoS features such as Classification, Policing and Marking and Preserving IP ToS for Ingress & Egress traffic
25. Standard methods such as ACL, IPP, DSCP & MPLS EXP should be used for classifying the traffic.
26. Congestion avoidance methodology such as WRED/SP should be deployed in conjunction with QOS to meet optimal performance in network.
27. The network architecture should be transport agnostic and should support MPLS, Leased Line, ILL , Broadband, LTE, etc.
28. The network architecture should allow to use the most preferred link based upon Link characteristics (Latency, Jitter, Packet loss) for critical applications as defined in policy
29. The network should have ability to configure dual paths for a session and the ingress router shall duplicate the packets arriving from the session and send it over the dual paths.
30. For Branch locations with a preferred primary path, the network should have ability to monitor multiple links and when traffic volume exceeds the bandwidth of the primary connection, the excess is offloaded to the next alternate path.
31. The network should have capability to mitigate the effect of packet drop in underlay using Forward Error Correction and Packet Replication to improve end-user experience
32. As part of its audit log functionality the network should have a facility for recording all traffic flows and should show all connections that are established and rejected for every source address
33. All the servers installed in the set-up shall be accessible only through the KVM Switch.

34. The bidder should ensure port-binding/MAC-binding to prevent any unauthorised access or direct access to the entire set-up.
35. The bidder has to ensure role-based hardening of the server & VM's so as to block any open security gaps and vulnerability at the physical and OS level.
36. It is envisaged that all the components of the project are discovered in the EMS solution as-and-when it is commissioned.

4.3.2. Network Connectivity

1. The bidder is required to provide a Full-Duplex network connectivity for the Project at the different locations as mentioned in [Annex-3](#) along with required bandwidth as per [Annex-2](#) of this document.
2. The bidder will have to provide the required connectivity at each location on 24x7 basis.
3. The bidder will be responsible for smooth functioning of the entire network connectivity and availability of sufficient quantities of all the critical components to maintain the uptime as per SLA.
4. All costs to connect the links to last mile node has to be borne by the bidder, and shall be accorded in the bid. The TENDERER shall not pay any extra cost for any other component/service required for successful running of the proposed solution other than those mentioned in the Price Bid.
5. Necessary approvals at building, RoW and from authorities at various locations for last mile related activities/equipments shall be under bidder's scope. However, TENDERER may provide necessary assistance/support.
6. The bidder has to keep provision of increasing the bandwidth as per requirement and the rates will be as per rates discovered in the Price Bid section of this RFP. The bidder will have to arrange fibre & other last mile equipment accordingly, including media convertors, if required.
7. The bidder is required to provide Primary and Secondary network connectivity from 2 different service providers. The bidder shall ensure to provide dual connectivity at all the locations preferably both on Fibre or one fibre and one RF/Wireless from each service provider.
8. The last mile at all the locations within the scope of the project including DC & DR-site should have full redundancy through last mile connectivity from 2 different POPs. If bidder provides last mile connectivity through 2 different WAN service providers, the total responsibility of liasoning, commissioning, maintaining the link including all commercials involved should be taken care by the bidder.
9. If the last mile is on wireless, bidder has to ensure that Radio equipment doesn't causes interference to wireless signals used by any other Service Provider or for Tenderer's connectivity. The Radio equipment should not be able to trap the signals used for Tenderer's network.
10. Last mile Link should be using self-healing ring architecture.
11. The successful bidder shall deliver the connectivity on optical/Ethernet interface as available on the CPE device.

12. In case of default and un-timely exit, the TENDERER may appoint/bring onboard another agency for the successful completion of the project. Bidder will have to bear the cost for any upward difference.
13. The PoP's from which last miles are extended at DC & DR should be owned and managed PoP's of the service providers.
14. Further successful bidder shall be required to Increase/decrease the bandwidth required at any location (after one time commissioning) within 7 Days from the date of issuance of the written Order/Communication.
15. The bidder shall not cause any damage to the TENDERER's (or any other's) premises and property and shall perform restoration if any damage occurs. Trenches, path-cutting etc. shall be back-filled and restored to the original condition immediately after laying of the conduit/cable. The bidder shall plug conduits and entrance holes, where the cabling has been installed/laid, with suitable sealing material to restore it to its original/best state. Wherever needed, the bidder shall have to retrofit existing facilities in order to install the new system.
16. The bidder must ensure that all statutory and regulatory approvals (if required) are obtained for the laying of the said network within or outside the building such as building in-charge, owners of the building, etc. and from various other authorities such as municipal bodies, central government, electricity utility companies etc. Bidder shall also be responsible to get required documentation completed for obtaining such approvals from time to time. This should not affect the timelines.

4.3.3. Disaster Recovery

1. The bidder must prepare a Business Continuity Plan & DR Plan and have it approved by the TENDERER.
2. The overall IT Infra is procured under this RFP for DR site as well. The solution shall be deployed in the High availability mode.
3. The solution should automatically replicate all data from DC to DR.
4. The successful bidder shall undertake to supply, install, provide warranty, operationalize and support the DR site as desire
5. The required licenses for installation for DR Site shall be included by the bidder.
6. The envisaged DR solution should meet Recover Time Objective (RTO) to maintain the SLA of 99.95% and Recovery Point Objective (RPO) of Zero.
7. Bidder should make sure that DR drill is performed in alignment with TENDERER's processes.
8. The Bidder must participate in DR drills as and when conducted.
9. During DR drills, the bidder must provide support at DR site for all the activities related to the proposed solution.
10. The Bidder is responsible for keeping the proposed solution and Database in sync between DC and DR.
11. In case of any DR situation, the Bidder must shift application to DR site and intimate to TENDERER.

4.3.4. User Acceptance Test

1. The bidder will have to offer the inspection after delivering and installing the equipment's at the locations specified in the RFP.
2. Any deviation found in the specification of the delivered equipment's after inspection from the tender specifications may lead to the cancellation of the order and forfeiture of PBG.
3. The TENDERER's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Sites shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
4. The bidder shall demonstrate all the functional and technical requirement as stated in the RFP for all the supplied components as a part of Acceptance Test Activity.
5. The Equipment shall be deemed to be commissioned, subject to successful UAT, and availability and demonstration of all the defined services/feature/facilities/functions as mentioned in RFP.
6. The bidder shall also be responsible to carry out security audit and vulnerability assessment test. Further closure of all such security gaps and VAPT observations shall be part of UAT. The bidder shall submit the documents with respect to same.
7. The discovery of all the equipment's on EMS tool would be part of UAT.
8. The bidder shall also perform non-destructive DR drill as a part of UAT
9. All documentation should be completed before the User acceptance test.
10. The Bidder shall also provide User Guide, Administration Guide, Handbook of each supplied Components.
11. Any delay by the successful bidder in commissioning of equipment's shall render the successful bidder liable to the imposition of appropriate liquidated damages.

4.3.5. Final Acceptance Test

The entire set-up is aimed with a specific purpose and application. The FAT shall be considered as completed successfully upon successful deployment and testing of these applications.

The Bidder shall be responsible to provide all required support for the deployment and Testing of these Application.

1. The bidder shall also perform non-destructive DR drill as a part of FAT
2. All documentation should be completed before the final acceptance test.
3. On successful completion of the final acceptance test of deployed Application and TENDERER being satisfied with the working of the system, the acceptance certificate signed by TENDERER will be issued to the successful bidder.
4. The date on which final acceptance certificate is issued shall be deemed to be date of Go-live of the project.
5. Any delay by the successful bidder in Completion of FAT shall render the bidder liable to the imposition of appropriate liquidated damages.

4.3.6. OEM Support

1. The bidder should have a back-to-back OEM support (24x7) agreement for services including supply of spare parts, patch updates/upgrades etc. of all the products like Networking devices, Servers, Storage etc. which includes the post-sales support activities for the entire period i.e including SITC, FAT and O&M phase.
2. The Bidder shall ensure that the products quoted should not be declared “End of Production” or Sale for next 2 years by the OEM from the date of bid submission. Bidder also have to ensure that product are not declared end of support by OEM for the contract period
3. During the contract period, if OEM declares any equipment as end of support for any reasons, then in that case bidder has to replace that equipment with better or equivalent products without any cost to TENDERER.
4. The bidder has to also submit on OEMs letter head, complete details on the support available for the equipment, their end of support dates and replacement model, if any.

4.4. Operations & Management

4.4.1. General Obligations

1. The successful bidder shall be bound by the Service Level Agreements (SLA) under the contract and is required to provide the Support services, Operations & Maintenance services for the entire solution implemented under this RFP, including network connectivity during the contract period commencing from the date of successful completion of FAT.
2. The bidder shall provide all the documentation proof for warranty, support, licenses from the OEM for the contract period.
3. The Enterprise management Solution (EMS) supplied, installed, configure and commissioned as in this RFP document should allow to discover, manage and monitor the connectivity links provided under this RFP.
4. Further, the successful bidder shall act as a SPOC for maintaining and ensuring the availability of the connectivity provided under this RFP.
5. The bidder shall be responsible for performing various day to day activities like discovery of network devices, monitoring of network health, generation of various MIS reports, pertaining to the network management through EMS tools supplied under this RFP.
6. Bidder is also responsible for adhering to the Service level agreements and maintaining entire system with the minimum required uptime defined in this RFP document.
7. The Successful bidder is required to maintain uptime of the network and infrastructure, including the network connectivity, to meet the SLA. In case of SLA breach, the TENDERER shall levy the penalty as per the SLA.
8. Successful bidder will have to do operational liasoning with stake holders to keep the Setup up & running.

9. In case the TENDERER decides to migrate the network to IPv6, the successful bidder shall prepare the migration plan and execute the same as per the timeline mutually agreed between the TENDERER and successful bidder.
10. LAN Cabling with proper tagging as per cabling standards with network diagrams need to be maintained for all the locations under this project.
11. Bidder must document, maintain and update Standard Operating Procedures (SOPs), processes, Technical design/architecture, layouts/templates, maintenance & operations for operating IT Infrastructure components and the same shall be reviewed by tenderer quarterly/half-yearly/annually.
12. The TENDERER shall also conduct, either directly or through third party, regular Audits/VAPT assessment to ensure that the entire system is safe and secure as per the ISO standards. The bidder shall provide all the necessary support for the same.
13. The bidder shall be responsible to implement and close all the Audit/VAPT findings in the network.

4.4.2. Preventive Maintenance

1. The bidder is responsible for performing/carrying out preventive maintenance activity at least once in a quarter which includes cleaning, dusting and upkeep of interior and exterior, realignment, configuration backup and software up gradation/update of all hardware.
2. The bidder is also responsible to maintain the upkeep of the medium of connectivity, reinstating the medium, any other maintenance job required to meet the redundancy and SLAs of Network connectivity as stipulated in the RFP.
3. Bidder shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
4. The Bidder is required to submit preventive maintenance schedule of all equipment to TENDERER atleast 15 days in advance for required approval or downtime.
5. The Bidder should ensure to receive approval from TENDERER atleast 7 days in advance. Further, during PM activity bidder need to shift the DC infra operation on DR Site before PM activities begin and after completion of PM activity, the Bidder need to shift the operation again back to the DC site. The total duration allowed to the bidder for failover and failback for the PM activity would be total of 4 hours in a quarter.
6. The emergency patch update or related activity shall not be considered as a part of preventive maintenance, however atleast 24hours of prior intimation & approval shall be required.
7. After performing preventive maintenance activities, successful bidder is required to submit the detailed report of the same.

4.4.3. Operations, Services and Maintenance

1. As part of the Operations & Maintenance services, the bidder shall provide support for all the software, hardware, and other infrastructure provided as part of this RFP for the contract period.

2. The scope of work under O&M also includes O&M for any additional equipment/devices/hardware/software related to the project procured/supposed to be procured during the contract period by the TENDERER from any third party.
3. The services as per the scope of the contract shall include maintaining the network equipment; ensuring running of the services with availability in line with the SLA and Round-the-clock Network monitoring. This shall include, but not limited to:
 - 3.1. Equipment Configuration Management
 - 3.2. OS Upgrade
 - 3.3. Patch Update
 - 3.4. Maintaining access control list
 - 3.5. IP Management of the entire Network
 - 3.6. Regular review of Network and its components
 - 3.7. Regular reports as required by the TENDERER or its authorized agency
 - 3.8. Regular backup of Infrastructure components and configurations
 - 3.9. Hardening of Infrastructure components up to port level.

4.4.4. Server Monitoring, Administration

1. Creation of VM as per required compute and storage requirement for installation of various applications.
2. Configuration of server parameters, operating systems, administration and tuning.
3. Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of updates & patches to ensure that the system is up to date.
4. Re-installation in the event of system crash/failures.
5. Maintenance of logs of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, service /PID Monitoring etc.
6. Event log analysis generated in all the sub systems including but not limited to servers, operating systems, applications, etc.
7. Ensuring that the logs are backed up and truncated at regular intervals.
8. Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures.
9. Ensuring the upkeep of existing systems that would be reused and also incorporate necessary changes for new applications, if any, during the tenure of the contract.
10. Identification, diagnosis and resolution of problem areas pertaining to the infrastructure and application and maintenance of assured SLA levels.
11. Preparing, Implementation and maintenance of standard operating procedures for maintenance of the infrastructure based on the TENDERER's policies.

4.4.5. Backup and Restore Services

1. Backup of OS, VM, DB and application as per stipulated policies and in consultation with the TENDERER.

2. Ensuring prompt execution of on-demand backups/restoration of volumes, files and database applications whenever required or in case of upgrades and configuration changes to the system.
3. Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
4. Tape Media management including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets.
5. Physical security of the media stored in fire resistant cabinets
6. Drill activity for the backup and restore to be done by the bidder. The application vendor will provide the assistance to the bidder as and when required regarding the drill activity and the bidder would be responsible to take the back up in concurrence with the application vendor and TENDERER in accordance with the defined back up policy.

4.4.6. Network Connectivity

1. The date of start of O&M for each link shall start from the date of successful FAT of each link as ordered under the project. The Recurring charges shall be paid only for the links which are successfully commissioned and enters into O&M phase.
2. The Uptime of the Network shall be monitored through the EMS Tools being procured through this RFP.
3. The Successful bidder will be responsible for discovery of the provided links including CPE during the contract period through the EMS solution procured under this RFP. The EMS should be able to fetch the reports like device availability, link reachability for both Primary and Secondary Service Provider. These reports shall be used as a reference for SLA adherence and calculations.
4. It shall be the bidder responsibility to monitor the system for the day to day operations and management, incident logging, troubleshooting, etc. on a 24x7 basis.
5. The Successful bidder will have to do the following task and activities, but not limited to, during the O&M period:
 - 6.1. Day to day check and monitor the Link availability and Network
 - 6.2. Testing and troubleshooting of the Network and Links as and when required
 - 6.3. Complaint, incidents resolutions as per the SLA terms and conditions
 - 6.4. Monitoring of Bandwidth Utilization, identification of unusual traffic
 - 6.5. Preparation & submission of MIS reports as and when asked by the TENDERER
6. The successful bidder will have to make provision in the terminal equipment at their end for providing scalability in terms of bandwidth. The TENDERER may order an increase or decrease in bandwidth as and when required.

4.4.7. MIS Reports

1. The Bidder should submit the reports on a regular basis in a mutually decided format.
2. Soft copy of these reports shall be delivered/submitted via email at specific frequency and to the pre-decided list of recipients.

3. The minimum set of reports required are as given below. The TENDERER may request such reports at any time irrespective of a predefined scheduled. Moreover, any new report may be requested by TENDERER during the tenure of the contract.

S/N	Reports	Frequency
1.	Bandwidth Utilization	Monthly-Quarterly
2.	Site Status	Real-time & Monthly
3.	Site wise Uptime Report	Daily-Weekly-Monthly
4.	Devices & Network Availability (% Availability, %Reachability,%Uptime in minutes in a quarter)	Monthly
5.	Device Performance (%CPU, %Memory)	Weekly-Monthly-Quarterly
6.	Latency Report (Round trip time)	Weekly-Monthly
7.	Packet Loss Report (%packet Loss)	Weekly-Monthly
8.	SLA Conformance report	Monthly
9.	Preventive / scheduled maintenance (shall include preventive maintenance, system maintenance, upgrade, update, patch, movement, replacement, config change, etc.)	Monthly-Quarterly
10.	break-fix / emergency maintenance	Weekly-Monthly-Quarterly
11.	DR Drill	Half Yearly
12.	System/config Backups	Daily-Weekly-Monthly
13.	Status of issues / complaints logged (resolved, unresolved and escalated)	Weekly-Monthly-Quarterly
14.	Issues / Complaints / Incident Analysis report for calls, call trend, call history, etc.	Weekly-Monthly-Quarterly

4.4.8. Manpower Requirement

1. The minimum requirement of manpower resources, their qualification and responsibility of each resource is given below. The bidder has to ensure that appropriate qualified manpower with requisite skill sets is deputed for the project.
2. The bidder shall depute the resources as per the requirements for carrying out the O&M Activity and maintaining the SLA.
3. This is minimum indicative list of resources and based on actual requirements, the bidder may deploy any number of resources to meet the SLA. The TENDERER shall not pay any cost for additional resources required to operate, maintain, monitor & manage the project as per the SLA.

4. In case deputed employee/staff is not available or is on leave, the bidder is required to provide the alternative personnel with same or higher technical capabilities of the non-available personnel.
5. The manpower deployment for the project should only be done after a proper written approval/permission from the TENDERER or its User department. The bidder will have to replace any person, if not found suitable for the job.
6. The manpower to be deployed under this project should be without any criminal background/ record. The TENDERER or its User department reserves the right to carry out background check of the personnel proposed on the Project for verification of criminal record, anytime during the contract period.

S/N	Designation	Qty	Roles and Responsibilities	Desired Qualification
1.	Project Manager	1	<ul style="list-style-type: none"> Overall in-charge of Implementation and O&M of the IT Infrastructure. Coordinating with third party agencies, bandwidth operators and software/equipment's vendors. Should be the (SPOC) for managerial responsibilities and direct interface with TENDERER. Document step by step technical DR strategy, Draft BCP process Run through mock drills of approved DR and BCP periodically Adopt and develop DR and BCP guideline in line with ISO standards and other industry best practices 	<ul style="list-style-type: none"> BE /B. Tech (CS/IT/EC/) with MBA/PMP/ PRINCE2 or equivalent 10+ Years of Experience in large scale ICT projects. Relevant Exp.: 5+ Years of experience as a project manager of large scale ICT infrastructure or WAN/MAN Projects.
2.	Project Co-ordinator	1	<ul style="list-style-type: none"> Day to day co-ordination with nCode (GNFC), Bidder & OEMs Timely submission of reports Co-ordination with deployed resource for regular availability 	<ul style="list-style-type: none"> Graduate, Preferably MBA Should have prior experience of Min 2 Year Project Co-ordination of IT/ICT projects
3.	Network Manager	1	<ul style="list-style-type: none"> Responsible for overall management and day-to-day activities of the DC-DR, SLA commitments, 	<ul style="list-style-type: none"> BE /B. Tech (CS/IT/EC//)BCA/MCA with CCNP/equivalent or higher certification

S/ N	Designation	Qty	Roles and Responsibilities	Desired Qualification
			<p>performance, availability, response time, troubleshooting and problem resolution.</p> <ul style="list-style-type: none"> • Responsible for Network Planning, Designing, Optimization. • Should be responsible for effective Resource management, System & Resource planning. • Should be able to manage DR Site components (hardware & software) • Co-ordinate between end-users and operation team for DR Testing & functioning • Liaison with other stake holder/agencies • Shall act as backup to Project Manager 	<ul style="list-style-type: none"> • 6+ Years of Experience in large scale ICT projects. • Relevant Exp.: 3+ Years of experience as a network manager of large scale ICT infrastructure or WAN/MAN Projects. • Experience in resource management
4.	Network-Security Specialist	4	<ul style="list-style-type: none"> • Responsible for network uptime, performance and other related services. • Network monitoring and proactive network uptime maintenance. • Network management (routing), Router Configuration, troubleshooting, upgradation, Link Performance Management of L3 and L2 Switch on day to day basis. • Support administration, Change Management, Liaison with Bandwidth Provider officials and external vendors • Responsible for Implementation of Firewall Rules and Policies 	<ul style="list-style-type: none"> • BE /B. Tech (CS/IT/EC)/BCA/MCA with CCNP/equivalent or higher certification in Infrastructure Security • 5+ Years of in large scale ICT infrastructure projects. • Relevant Exp.: 2+ Years of experience of working of EMS/NMS Tool

S/ N	Designation	Qty	Roles and Responsibilities	Desired Qualification
			<p>Management, Intrusion Management, Antivirus & Patch Management, Security Management NAT/PAT, SSH, signatures, etc.</p> <ul style="list-style-type: none"> • Responsible for Troubleshooting of any security related issues. • Plan & Implement comprehensive security policies and practices for entire infrastructure. • Signatures updating, blocking of unwanted traffic Antivirus updates, Patch updates, managing the network security on day to day basis. • Monitoring any flooding, DoS/DDoS, Intrusion attempt in real time. 	
5.	Server, Storage, Backup Specialist	3	<ul style="list-style-type: none"> • Responsible for Server Availability, monitoring, administration, scalability, performance, capacity Management, Back-up and Restoration. • Incident Resolution, Request resolution, problem resolution • Media management including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets. • Advanced troubleshooting, reporting and resolution for entire System infrastructure, Including Server, Storage, Virtualization environment, Backup system. 	<ul style="list-style-type: none"> • BE /B. Tech (CS/IT/EC)/BCA/MCA . • 5+ years of experience • Relevant Experience: 3+ years of experience in Virtualization, Server, Storage and Backup technology.

S/ N	Designation	Qty	Roles and Responsibilities	Desired Qualification
6.	Network /Project Manager)	1	<ul style="list-style-type: none"> • Overall in-charge of Implementation and O&M of PKI Solution. • Co-ordinate with PKI Solution OEM, bidder and nCode 	<ul style="list-style-type: none"> • BE /B. Tech (CS/IT/EC) • Relevant Experience: 4+ years of experience
7.	Database Engineer	1	<ul style="list-style-type: none"> • Responsible for Server Availability, monitoring, administration, scalability, performance, capacity Management, Back-up and Restoration. 	<ul style="list-style-type: none"> • BE/B.Tech(CS/IT/EC)/BCA/MCA • Microsoft Database Administrator having 4+ years working experience of Database Administrator on MS SQL Server and related tools

4.4.9. Warranty

1. Bidder shall provide a comprehensive warranty and on-site free service/Support warranty for contract period (7 years) from the date of Final Project Go Live for all hardware, software, applications supplied under this RFP.
2. Bidder shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP.
3. Bidder shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels.
4. Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on three or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the bidder at no cost. For any delay in making available the replacement and repaired equipment's for inspection, delivery of equipment's or for commissioning of the systems or for acceptance tests / checks on per site basis, TENDERER reserves the right to charge a penalty.
5. During the warranty period bidder shall maintain the systems and repair / replace at the installed site, at no charge, all defective components that are brought to the bidders notice.
6. Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).
7. Defective media retention policy: In case any drive of any server, Storage and client machine is replaced during warranty / AMC the unserviceable disk/Storage drives will be property of TENDERER and will not be returned to bidder.

8. Warranty should not become void, if TENDERER buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the bidder. However, the warranty will not apply to such supplemental hardware items installed.
9. Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures and Recovery Procedures.
10. Bidder shall maintain an inventory database to include the registered hardware warranties, in the EMS tool.

4.4.10. License Management

1. All the licenses for software, hardware, warranty support, etc. should be in the name of the End User and valid perpetual for life. Details will be shared to successful bidder.
2. All Server Virtualization components and Server Operating system license to be consider as Paper License.
3. Successful bidder shall keep the record of all the software licenses and track software usage throughout the IT setup and same has to be included in the EMS tool so as to effectively manage the risk of effective usage of software's.
4. The successful bidder shall avoid the unauthorized usage of Licensed Software. In the event of any claim asserted by Third Party of Infringement of Copyright, Patent or Trademark arising from the use of IT components or software, the successful bidder shall be entirely responsible to extinguish such a claim.
5. If the successful bidder fails to comply and the TENDERER is required to pay any compensation to the Third Party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs, lawyer fees, etc.

5. SPECIFICATIONS

5.1. Connectivity Specifications

5.1.1. MPLS Connectivity

1. Hub and Spoke connectivity required between SPOC locations and DC & DR locations
2. A separate MPLS VPN shall to be created only for network/locations under the scope of this project and in no way the VPN should be shared with other customers sharing the MPLS backbone.
3. All routing at MPLS Backbone should be on labels and no IP routing is acceptable.
4. The bidder has to ensure that they configure MPLS VPN link in such a way that there is no change in the IP scheme being currently used at the remote locations, DC & DR.
5. Latency from SPOC to Hub locations as defined in the Annexure's below should not exceed 10ms
6. Up time guarantee must be 99.99% failing which a relevant penalty will be applicable.

5.1.2. Leased Line Connectivity

1. A dedicated P2P Leased Line Connectivity shall be required between DC & DR locations
2. The bandwidth supplied should be symmetric, 1:1, with 100 % throughput.
3. Latency from point A to point B as defined in the Annexure's should not exceed 10ms
4. Up time guarantee must be 99.99 % failing which a relevant penalty will be applicable.

5.1.3. Internet Bandwidth (IBW)

1. A dedicated IBW shall be required at DC & DR location.
2. The bandwidth supplied should be symmetric, 1:1, with 100 % throughput.
3. Latency to nearest NIXI peering should not exceed 20ms.
4. Uptime guarantee must be 99.99 % failing which a relevant penalty will be applicable.
5. Provider must have minimum two sources of Internet Gateway bandwidth input.

5.2. Functional Specifications

Any hardware (including, but not limited to, server, storage, etc.) and/or softwares along with requisite licenses for installation of the solution mentioned in this section has to be sized and procured by the bidder separately. Bidder is responsible for sizing and procuring the necessary hardware and software licenses for these components as per the performance requirements provided in the RFP. The bidder should note that the quantity hardware components mentioned in BOM/Price bid does not include the IT Components require for these Solutions.

5.2.1. Public Key Infrastructure Solution

S/ N	Parameter	Specification
1.	General	The solution main components (e.g. Country Signing Certificate Authority (CSCA) and Document Signer (DS)) shall be Commercial off the Shelf (COTS) software and not custom built software.
2.		The solution shall implement automated certificate management between the main components (e.g. DVCA, IS, SPOC etc.).
3.		The solution shall provide advanced policy administration and enforcement functions for certificate registration, issuance, renewal, revocation, and administration. This shall include the ability to restrict particular administrators and operators in the functions available to them as well as the ability to require multiple approvals from separate administrators for sensitive functions.
4.		The solution shall provide a national PKD solution and ICAO PKD interoperability that enables automation of the access, lifecycle management and distribution of validation materials to border control.
5.		The solution must support native multi-nodes for highest availability (SLA), > 99.9%, and disaster recovery environments
6.	Certificate Authority	The Certificate Authority (CA) shall be dual-rooted (i.e. one that can issue both X.509 and ISO 7816 card-verifiable (CV) certificate types) to ensure future proofing.
7.		The CA shall be available with Windows and Linux operating system platforms.
8.		The CA shall include an on board database having no additional licensing requirements.
9.		The CA shall be interoperable with 3rd party Directory Server products including Microsoft Active Directory Lightweight Directory Services, Atox DirX Directory, CA Directory, NetIQ eDirectory, ForgeRock OpenDJ, Open LDAP, Oracle Directory Server, Oracle Internet Directory, Red Hat Directory Server, Synchronoss Directory Server.
10.		The CA shall be deployable in a high-availability (HA), automated fail-over configuration.
11.		The CA shall implement secure, tamper-proof, auditable logging of certificate management and administration operations.
12.		The CA shall be Common Criteria certified to EAL 4+ augmented
13.	CSCA Solution	The CSCA shall be in current use for ePassport issuance in a minimum of 30 countries. These countries must be identified and be verifiable.
14.		The CSCA shall have been used to sign a minimum of 40 million ePassports in other countries.

S/ N	Parameter	Specification
15.		The solution shall include Master List Signing (MLS) in accordance with ICAO TECHNICAL REPORT, CSCA countersigning and Master List issuance, Version – 1.0, June 23, 2009.
16.		The solution shall implement the following integrated CSCA components from a single vendor: CSCA, DS, and MLS.
17.		The CSCA solution shall have an offline key update capability.
18.		The ePassport issuance system should submit ePassport signature requests to the DS over HTTP or HTTPS.
19.		The CSCA should support multiple HSM vendors eg. Thales (Gemalto/SafeNet) Luna SA , Utimaco Crypto Server, nCipher.
20.		The Document Signer should support multiple HSM vendors ie. Thales (SafeNet/Gemalto) Luna SA, Utimaco Crypto Server and nCipher.
21.		The CA shall support out of the box (OOB) certificate specifications for the CSCA, DS, and Transport Layer Security (TLS).
22.		The solution shall provide full featured Web based administration interfaces for MLS.
23.		The solution shall have complete and professional documentation with clear instructions on how to install and configure the supplied components to comply with ICAO 9303.
24.	Future Proofing for Country Verifying Certification Authority (CVCA)	At time of bid, the vendor must meet the following requirements to support future proofing of the solution, particularly in support of adding EAC capability at a later time.
25.		The vendor's CVCA shall be in current use for ePassport programs in a minimum of five countries. These countries must be identified and be verifiable.
26.		The vendor's CVCA solution set shall include the following commercially available and integrated components: CVCA, Document Verifier (DV), Inspection Station (IS) Concentrator, Inspection Station client software and SPOC.
27.		The vendor's solution shall include a Single Point of Contact (SPOC) component in accordance with the Ceska Technicka Norma – Information technology – Country Verifying Certification Authority Key Management Protocol for SPOC ČSN 36 9791/2009, ed. A.
28.		The vendor's SPOC solution shall include options to automatic approve foreign requests based on existing credentials.
29.		The vendor's CVCA shall automatically issue link certificates in the event of a CVCA key rollover.
30.		The IS client software shall expose a web services interface.
31.		The IS client shall be able to validate BAC (CSCA) and EAC (CVCA+DVCA) ePassports.

S/ N	Parameter	Specification
32.		CVCA and DV shall support multiple HSM vendors eg. Thales (Gemalto/SafeNet) Luna SA, Utimaco CryptoServer and nCipher.
33.		The vendor's IS Concentrator and IS client software shall support the integration of a Hardware Security Module (HSM).
34.		The Inspection System client software shall be able to work in two different modes. One mode where the Inspection System client software work in standalone mode with keys in hardware and connecting directly to DV WS interface and another mode where the Inspection System client software connects to an intermediate devices ("IS Concentrator") holding the IS keys in HSM and performing cryptographic operations. In the second mode of the Inspection System client software it shall be possible to perform an immediate revocation of the IS TA capability.
35.		The CA shall support out of the box (OOB) certificate specifications for the CVCA, DV, and TLS.
36.		The solution shall provide full featured Web based administration interfaces for CVCA, DV, and SPOC components.
37.	Customer Support	The vendor shall support the solutions with a Support call center located within the APAC
38.		The vendor shall be capable of providing 7/24 Support covering all solution components.
39.		The vendor shall implement a customer satisfaction reporting and measurement program aimed at ensuring a high standard of customer service.
40.		The vendor shall provide technical support covering all of the solution components and shall not contract out support to a third party.
41.	Professional Services and	The solution vendor shall be capable of providing professional services and on-site assistance as required
42.	Training	The solution vendor shall be capable of providing technical, administration and end-user training, at the vendor's facilities or at a facility identified by the Government.

5.2.2. NMS/EMS with APM

- Enterprise management system shall be deployed in HA between DC and DR site. The bidder shall ensure, if incase the system or its components at DC is not reachable or down or failed, the monitoring of entire set-up shall be done from DR.
- There may be a requirement of providing the EMS access to another location. The same shall be considered and implemented as and when the requirement is identified and intimated to successful bidder.
- The solution shall adhere to following detail specifications.

S/ N	Parameter	Compliance (Y/N)	Remarks
1	The Monitoring Solution should provide Unified Architectural design offering seamless common functions including but not limited to: Event and Alarm management, Auto-discovery of the Network environment, Correlation and root cause analysis, Reporting and analytics		
2	The solution must provide discovery & inventory of heterogeneous physical network devices like Layer-2 & Layer-3 switches, Routers and other IP devices and do mapping of LAN connectivity with granular visibility up to individual ports level.		
3	The operator should be able to build correlation rules in a simple GUI based environment where the Operator should be able to correlate cross domain events		
4	The solution shall provide future scalability of the whole system without major architectural changes.		
5	All the required modules should be from same OEM and should be tightly integrated for single pane of glass view of enterprise monitoring		
6	The platform must provide complete cross-domain visibility of IT infrastructure issues		
7	The platform must consolidate monitoring events from across layers such as Network, Server, Application, Database etc		
8	The solution must support custom dashboards for different role users such as Management, admin and report users		
9	The solution must support custom query based widget with multiple visualization methods including Chart, Gauge, Grid, Top N list etc. to visualize and represent collected data with ease.		
10	The solution should provide superior view of infrastructure health across system, networks, application and other IT Infrastructure components into a consolidated, central console		
11	The solution must provide agentless and agent based method for managing the nodes and have the capability of storing events / data locally if communication to the management server is not possible due to some problem. This capability will help to avoid losing critical events.		
12	The proposed solution must provide agentless as well as agent based monitoring for server infrastructure. The agents should be to set polling interval as low as 1 second with low overhead on target server infrastructure		
13	Proposed Database Performance Monitoring tool should have below functionalities for SQL, MySQL, Postgres SQL databases in HA Mode: Monitor performance metrics such as top users, queries, programs, etc It shall also provide the ability to set thresholds and send notifications when an event occurs, enabling Database Administrators (DBAs) to quickly trace and resolve performance-		

	related bottlenecks - It shall be able to automate monitoring, data collection and analysis of performance		
14	The proposed solution platform shall provide a single integrated solution for comprehensive monitoring of the wired, wireless access, security access control devices, CCTV cameras or any pingable devices and rich visibility into connectivity and performance assurance issues.		
15	The proposed solution must provide comprehensive and integrated management of IT infrastructure components to maximize the availability of IT services and SLA performance.		
16	The design functionality shall facilitate creation of templates used for monitoring key network resources, devices, and attributes. Default templates and best practice designs are provided for quick out-of-the- box implementation automating the work required to use OEM validated designs and best practices.		
17	The proposed solution must provide Health Monitoring reports of the network with settable periodicity -@24 Hrs, 1 week, 1 month.		
18	The proposed solution must provide the graphical layout of the network element with modules drawn using different colors to indicate their status		
19	The proposed solution should provide out of the box root cause analysis with multiple root cause algorithms inbuilt for root cause analysis. It should also have a strong event correlation engine which can correlate the events on the basis of event pairing, event sequencing etc.		
20	The proposed solution should have multiple alerting feature to get the notification via email, SMS and third party systems		
21	The Platform must include an event correlation automatically fed with events originating from managed elements, monitoring tools or data sources external to the platform. This correlation must perform event filtering, event suppression, event aggregation and event annotation		
22	The proposed solution should provide alert console with alert summary such as no. of correlated alert, network alert, server alert, virtualization alert, cloud alert, application alert etc.		
23	The proposed solution should be able to take back up of running and startup configuration of network devices. It should also provide versioning for backup to track changes.		
24	The system must have provision to overlay alert on reported metric to understand alert triggering behaviour across multiple drill down pages		
25	The proposed helpdesk system shall provide flexibility of logging, viewing, updating and closing incident manually via web and mobile interface.		

26	The proposed helpdesk system shall be able to provide flexibility of incident assignment based on the workload, category, location etc.		
27	The proposed solution allow scheduling periodic report to check current software and hardware inventory		
28	The Proposed solution should provide end to end Asset Life Cycle Management: Makes it easier to handle the complete life cycle of an asset, that is, all stages/modules from procurement to disposal		
29	The proposed Solution should support automated patch management for critical security patch deployment on physical machines and other infra including Windows, Linux OS.		

5.2.3. Virtualization solution

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
1.	Virtualization / Hypervisor	Virtualization software shall provide a Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS for greater reliability and security.		
2.		Virtualization software shall allow heterogeneous support for guest Operating systems like Windows client, Windows Server, Linux (Red Hat, SUSE, Ubuntu, CentOS - all of these) This support and certification should be from OS as well as hypervisor OEM and public listed. Bidder to provide supportive document		
3.		Virtualization software should have the ability to live migrate Virtual machines files from one storage array to another without any Virtual Machine downtime. It should support this migration from one storage protocol to another (ex. FC, iSCSI, NFS, DAS-all of these)		
4.		Virtualization software shall have High Availability capabilities for the virtual machines, in the sense, if in case one server fails all the Virtual machines running on that server shall be automatically restarted to another physical server running same virtualization software. The feature should be independent of Guest Operating System Clustering and withstand multiple host failures with both network and data store heartbeats.		
5.		Virtualization software should have the provision to provide zero downtime, zero data loss and continuous availability for the applications running in virtual machines in the event of physical host failure, without the cost and		

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
		complexity of traditional hardware or software clustering solutions.		
6.		The solution should support for increasing capacity by adding Virtual disk/Storage, CPU, Memory or virtual NIC to virtual machines on the fly without any disruption in working or downtime for the virtual machines		
7.		The solution should provide a content library to provide simple and effective centralized management for VM templates, virtual appliances and ISO images. These may be automatically synchronized between multiple virtualization management components at different sites for ease of management		
8.		Virtualization software shall be able to dynamically allocate and balance computing capacity across collections of hardware resources aggregated into one unified resource pool with optional control over movement of virtual machines		
9.		The virtualization platform shall simplify and enhance virtual-machine networking in virtualized environments providing centralized provisioning, administration and monitoring		
10.		The solution should allow achieve optimal workload management from initial deployment, ongoing rebalance, to retirement and reclamation with complete lifecycle management.		
11.		The solution shall enable consolidation of VMs on fewer hosts and automatically power down unused capacity to reduce power/cooling requirements. It shall also leverage deep process power state of the CPU at the host level to further optimize power & cooling requirements		
12.		Integration of 3rd party endpoint security to secure the virtual machines, Windows, Linux OS with offloaded antivirus, antimalware, firewall, hips solutions without the need for agents inside the virtual machines.		
13.		The virtualization software should provide in-built Replication capability which will enable efficient array-agnostic replication of virtual machine data over the LAN or WAN. This Replication should simplify management enabling replication at the virtual machine level		
14.		Virtualization platform shall provide auto deployment of host-level configuration settings		

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
		and save them as a template to configure other hypervisor hosts. Hypervisor shall monitor hosts for configuration changes and automatically alerts hypervisor administrators if a host falls out of compliance.		
15.		Hypervisor shall provide Virtual Machine (VM) level encryption that protects unauthorized data access both at-rest.		
16.		Software License and Support for the product shall be delivered without dependence on any specific hardware OEM and license/support shall be from Original software OEM.		
17.		Virtualization management software console shall provide a single view of all virtual machines, allow monitoring of system availability and performance and automated notifications with email alerts.		
18.		The management solution for hypervisor should provide Single-Sign-On capability to access all instances or layers of management		
19.		Hypervisor shall provide Storage I/O Control for prioritizing storage access by continuously monitoring I/O load of a storage volume and dynamically allocating available I/O resources to virtual machines according to business needs.		
20.		Hypervisor shall provide Network I/O Control for prioritizing network access by continuously monitoring I/O load over the network and dynamically allocating available I/O resources according to business needs.		
21.		Solution shall have native capability of monitoring of OS resources (CPU, Disk, Memory, Network)		
22.		Hypervisor shall have capability to be deployed in both the type of environments 1). Traditional virtualization environment with Server and External SAN and 2). Hyper Converged Infrastructure (HCI) environment		
23.	Management / Orchestration	The virtualization management software should provide the core administration interface as a single Web based interface.		
24.		The virtualization should have capability to simplify host deployment and compliance by creating and managing virtual machines from out of box and customizable configuration templates.		
25.		Virtualization management software should have integrated Physical Host and Virtual Machine		

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
		performance monitoring including CPU, Memory, Disk, Network, Power, etc. Monitoring metrics should be collected at 5 minutes collection interval or lesser and historical data and trend analysis should be available.		
26.		Virtualization management software console shall allow to Move a powered off virtual machine from one physical server to another.		
27.		Virtualization management software should include provision for automated host patch management with no VM downtime		
28.		Virtualization management software should be able to integrate into the proposed EMS systems.		
29.		The solution should provide Smart Alerts, Root-cause analysis, Log Analytics guided remediation, Self-learning analytics with Dynamic Thresholds and compliance standards to deliver recommendations, or trigger actions, that optimize performance, capacity and enforce configuration standards.		
30.		The solution shall provide a unified management of performance, capacity and compliance for the proposed platform. It should provide the ability to provide ready and customizable reports and Dashboards for monitoring purposes with identification capability on over-sized, under-sized, right sizing, Idle and powered-off virtual workloads of the underlying virtualized and physical environment.		
31.		The solution should provide capacity analytics with multiple what if scenarios to identify the resource shortfall and do Capacity Planning for Future workload requirements.		
32.		Hypervisor platform shall be able to detect the hardware conditions of the host node and shall proactively evacuate the Virtual machines before the hardware issues cause an outage to Virtual machines thus ensuring high availability.		
33.	Replication & Site Failover	The solution should be able to Create and manage recovery plans directly from Virtualization Manager Console and able to automatically discover and display virtual machines protected by either host based replication or storage based replication		
34.		The solution should be able to Map virtual machines to appropriate resources on the failover site		

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
35.		The solution should support the extension of recovery plans with custom scripts and also able to Control access to recovery plans with role-based access control		
36.		The solution should be able to initiate, manage and monitor execution of recovery plans from virtualization manager and support automated reconfiguration of virtual machine IP addresses at failover site		
37.		The solution should be able to automate failback to original production site using original recovery plan and reverse the replication to the original site		
38.		The solution should be able to support default Host based replication method and Automate execution of recovery testing.		
39.		The solution should be able to automate planned migrations with graceful shutdown of protected virtual machines at the original site thus ensuring zero data loss and application-consistent migrations		
40.		The solution should be able to connect and start virtual machines in an isolated network to avoid impacting production applications while doing a disaster recovery drill/testing i.e. carry out non-disruptive disaster recovery drill/testing without taking Production workload downtime		
41.		The solution should be able to perform data sync to force complete replication of powered-off virtual machines to the failover site		
42.		The solution should provide: 1. storage-agnostic replication that supports use of low-end storage, including direct-attached storage 2. host based replication which will replicate only changed blocks to increase network efficiency		
43.		Virtualization/Hypervisor, Management and Orchestration, Replication & Site Failover referred above shall be required Single OEM as turnkey solution.		
44.		The proposed solution licenses and support/subscription has to be independent of hardware OEM and support access shall be provided from the original software OEM irrespective of the severity of the problem.		
45.		The bidder shall propose Support & Subscription services from the Original Software OEM with		

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
		unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 support for Severity 1 issues.		
46.		The licenses provided shall be portable from one hardware OEM to another hardware OEM in future if required.		

5.2.4. Network Access Control (NAC)

S/ N	Specification	Compliance (Y/N)	Remarks
1.	Solution must be available in Virtual environment & can be installed on Server platform. License must be Concurrency on End Point & not on total usage. If total registered device considered, atleast 100 need to consider from day 1 & must be scalable upto 500 devices.		
2.	Should be vendor agnostic solution to work in heterogeneous network including, but not limited to, Next-Gen Firewall, Switches, SIEM, APT, AD, LDAP, etc.		
3.	Should be able to provide role, rule, services, Activity based access to the network		
4.	The proposed solution must combine user Posture, Profiling; and Guest Access management services on to a single platform		
5.	The proposed NAC solution must support the any combination of authenticating protocols like/Similar PAP, MS-CHAP, MS-CHAP-V2, EAP-MD5-Challenge, EAP-MS-CHAP-V2, Protected EAP (PEAP), EAP-Transport Layer Security (TLS), TLS, etc. based on the deployed solution for the entire network set-up		
6.	Solution should support the following authentications databases: Local Database on the NAC device, Radius, Active Directory, LDAP, Certificate Server		
7.	The proposed solution should support to define the order in which the solution will look for user credentials in the different databases.		
8.	The proposed NAC solution should be able to detect both new and existing endpoints and categorizes them based upon the type of endpoint (Ex: Windows, Printer, Network Device, IP Camera, Android, iPad, etc.)		
9.	The proposed NAC solution must support network-based profiling		
10.	The proposed solution should provide support for discovery, network-based profiling, policy-based placement, and monitoring of endpoint devices on the network all within the same appliance		
11.	The proposed NAC solution must support Profiling via Active and Passive collectors like DHCP, SNMP, HCP fingerprinting, HTTP-agent, NMAP, WMI, etc.		

S/ N	Specification	Compliance (Y/N)	Remarks
12.	The proposed NAC solution must provide flexible filtering capabilities to sort out device information based on different attributes (e.g. MAC address, Manufacturer name, hostname, IP address, etc.)		
13.	The proposed NAC solution must provide information on how many devices are not profiled, how many devices are newly seen in day/week/month, etc.		
14.	The proposed NAC solution should produce a real-time endpoint discovery with detailed information including which switch port the device is connected.		
15.	The proposed NAC solution must provide device Reporting in CSV and PDF exportable format.		
16.	The proposed NAC solution must be capable of supporting 802.1X authentication for devices that are enabled for IEEE 802.1X authentication.		
17.	The proposed NAC solution must be capable of supporting SNMPv1/v2c/v3 enforcement for devices that are enabled SNMP to send traps to NAC server.		
18.	The proposed NAC solution must make use of alternate authentication methods such as MAC address authentication or web authentication to authenticate endpoint devices that do not support 802.1X authentication		
19.	The proposed NAC solution should be able to perform endpoint posture verification with agentless, dissolvable agent or persistent agent approach.		
20.	The proposed NAC solution must support both Pre- and Post-admission checks and control for network access		
21.	The proposed solution should not be dependent on any agent for network visibility, minimum policy enforcement		
22.	The proposed solution should support the following compliance check option like/Similar - Antivirus check - Firewall check - Antispyware check - OS check - Port check - Process check - NetBIOS check - MAC Address check		
23.	The proposed solution should enforce security policies by blocking, isolating, and repairing noncompliant machines in a quarantine with minimal area without needing administrator attention. Once the user's machine is remediated, the user's machine shall be redirected automatically to the assigned network segment for access to the Site resources and the services that they are granted access.		

S/ N	Specification	Compliance (Y/N)	Remarks
24.	The proposed solution must support automated provisioning and deployment clients remotely		
25.	The NAC client must support installation onto the Windows, MAC devices		
26.	The NAC agent must support performing policy enforcement directly on the end user machine.		
27.	The proposed solution must support stateful compliance check to detect compliance failure instantaneously during the authenticated session.		
28.	The proposed solution should allow administrators to create their own device templates. These templates can be used to automatically detect, classify, and associate administrative-defined identities when endpoints connect to the network		
29.	The proposed NAC solution must support centralized deployment, management and enforcement through single management console in distributed environment,		
30.	Centralized management system should provide a single-pane of glass view for all endpoint information		
31.	Should support High Availability by mode from day 1 & license must be provided from day 1.		
32.	Should provide single admin console for monitoring , reporting , and troubleshooting and streamline the operations		
33.	NAC GUI should support Dashboard with contextual information (compliance, number of users, devices, etc.)		
34.	NAC GUI should support historical data on contextual information externally.		
35.	Solution must integrate with Perimeter device seamlessly & based on end user Tags access should be provided		
36.	The proposed solution must be VM/Hardware, if hardware it Should support a dedicated RJ-45 Serial Console port or an Out-Of-Band management Interface.		

5.2.5. Antivirus Solution

S/ N	Specification	Compliance (Y/N)	Remarks
1.	The antivirus solution should provide enhanced antivirus protection for desktops & servers on both physical & virtual machines		
2.	Should have the capability to Monitor inter-VM traffic and protect Hypervisor		
3.	Should protect a wide range of platforms: Windows, Linux, mac, CentOS, VMware, Hyper-V, etc.		
4.	Solution should support agentless/ lite agent deployment for deferent virtualization platform to optimize the performance of server		

S/ N	Specification	Compliance (Y/N)	Remarks
5.	<p>The solution must include the following components in a single agent installed on the endpoints and servers, protect against common classes of attacks, including but not limited to port scans, buffer overflows, Trojan horses, malformed packets, malicious HTML requests, and e-mail worms:</p> <ul style="list-style-type: none"> • Application, web and device control • HIPS(for servers), firewall and Anti-malware • Patch management • Encryption • File Integrity Monitor 		
6.	<p>The proposed solution should have file, web and mail reputation inbuilt in the solution to protect against malicious activities, for both incoming and outgoing traffic</p>		
7.	<p>Suggested solution must include protection from Web threats via HTTP or HTTPS traffic. The protection components must include;</p> <ul style="list-style-type: none"> • Antivirus and anti-phishing protection of web traffic. • Link verification of malicious web addresses using local signature databases. • Web control using rules for links and certificates • Web resources control based on the categories • Web server certificate control upon connection 		
8.	<p>The solution must defend against Advanced Persistent / Zero-Day Attacks, including but not limited to following ,with action such as remove, quarantine, alert, allow, block, etc.:</p> <ul style="list-style-type: none"> • General Malware • Zero day attacks • Call-back destinations • Anti cryptor / remote encryption attack • Network attack • Exploit existing software vulnerability • Ransom ware • SQL injection • Hacktivism • Click jacking • Spyware • Advanced persistent threats / Targeted attacks • Botnet attacks • Rootkits • Polymorphic threats • Blended threats • Obfuscated malware, unknown malware, and zero-day attacks • Virus 		

S/ N	Specification	Compliance (Y/N)	Remarks
	<ul style="list-style-type: none"> Worms Trojan Horse Malicious scripts that leverage: PowerShell, Visual Basic, Perl, Python, Java/JAR Memory-resident attacks and other malware-less attacks Document-based attacks (PDFs and macros) Remote login attacks and the malicious use of legitimate software known malware and variants including malware-based ransom ware 		
9.	Solution should have feature a high-performance deep packet inspection engine that examines all incoming and outgoing traffic for protocol deviations, content that signals an attack, or policy violations.		
10.	Solution should provide detailed events with valuable information, including who attacked, when they attacked, and what they attempted to exploit. Administrators can be notified automatically via alerts when an incident has occurred.		
11.	The Solution must have a layer of protection that protects organization from advanced threats/features to identify attacker intent and ability to take corrective action to enhance the security posture		
12.	Solution should have Device Control running with Default Deny mode ruling out the use of any unsolicited storage		
13.	The solution's EDR should be able expose advanced attacks with precision machine learning, behavioural analytics and threat intelligence minimizing false positives.		
14.	The Solution must provide quick visibility across multiple communication channels to identify threats. It must be able to detect the attack locally, without relying on a cloud service.		
15.	The solution should utilize multiple detection approach by combining virtualization and emulation to capture more malicious behaviour across a wider range of custom environments		
16.	Should have powerful exploit detection and prevention mechanism against newly discovered vulnerabilities, threats exploiting software vulnerabilities, protect process memory from exploits, threats exploiting buffer overflow, etc.		
17.	Should have behavioural & Heuristic scanning to detect, protect and repair unknown viruses.		
18.	The solution should display exploits detected, either resulting in dropped traffic (Prevent Mode) or logging of events (Detect Mode).		
19.	Suggested solution must have Component controls (Allow / Block) the execution of scripts including VBScript, JScript, PowerShell scripts, etc.		

S/ N	Specification	Compliance (Y/N)	Remarks
20.	Solution should have ability to restrict the privileges of executable programs such as writing to the registry or accessing files and folders.		
21.	Should be able to lock down all anti-virus configurations at the desktop. User should be prevented from being able to uninstall the anti-virus software		
22.	Proposed solution must have a web-based management console for efficient deployment and management of the entire IT security infrastructure		
23.	Should have a Centralized Management Console with centralized configuration & policy management.		
24.	The management should have option to install on Windows, Linux, RHEL servers in both physical and virtual machines		
25.	Management console should provide System Events to view a summary of security- related events, including Management server and Agents' system events. All administrative actions should be audited within the System Events.		
26.	Management console should provide, to configure and manage firewall settings that are built in to the Server OS, view Firewall Events computers with the firewall enabled		
27.	Solution should have the capability to provide the full disk encryption, file & folder encryption and removable media encryption and should be able to manage from central management console.		
28.	Solution should be able to download the patches for third party solution on central console and can push it to managed devices.		
29.	Solution should have option to deploy or uninstall third party software from the central management console.		
30.	The solution must utilize a secure channel for the communication between the console and administrator. It must also allow the import of the digital certificate used for securing the communication channel.		
31.	The solution should allow RBAC to the management console for different roles like admin, investigator, reviewer, etc.		
32.	In case of virus outbreak and compromised endpoints (Servers, Workstations, Desktop etc.) the OEM should provide cure solution within specified SLA (at no extra cost), to remove the virus and clean the system(s) to restore the environment.		
33.	Shall be able to automatically push any updates, patches, fixes to all client machines to ensure up-to-date protection definitions for all IT devices and systems.		
34.	Updates should be capable of being rolled back in case required		
35.	Should support various types of reporting formats such as CSV, HTML and text files		

5.2.6. Log Management Tool (SIEM)

S/ N	Specification	Compliance (Y/N)	Remarks
1.	The solution should offer Single View of All the Data captured from devices across all sites. It must be Virtual solution & scalable by adding license		
2.	The solution should holistically be able to support a minimum of 175 devices & 1700K EPS from day with 25 license for IOC, UEBA & endpoint agent		
3.	The solution should be able to integrate with the existing components and the new proposed components in the infrastructure		
4.	The solution should be able to collect raw logs in real-time to a Central log database from any IP Device (existing/proposed) including but not limited to:		
5.	a. Networking devices (Router/switches etc.)		
6.	b. Security devices (IDS/IPS, Anti-Virus/HIPS, Patch Management, Firewall/DB Security solutions etc.)		
7.	c. Operating systems (Linux/Windows/SOLARIS OS etc.)		
8.	d. Enterprise Platforms (Servers, Storage, Database etc.)		
9.	The solution should be able to collect the logs in an agent/ agent less manner and store the same in real-time to a Central log database from any IP Device. The raw logs should be time stamped, compressed to optimize storage utilization.		
10.	The solution should collect the entire log sent by the devices by guaranteeing chain of custody for regulatory compliance.		
11.	In order to make these logs tamper proof solution must store events in compressed archives that are tamper proof encoded.		
12.	The solution should allow filtering log data based on log message payload like source and destination IP, ports, usernames, workstation address, domain etc.		
13.	The SIEM log collector component must store the data locally if communication with centralized data storage is unavailable.		
14.	The SIEM must allow sending raw event for storage and should support online log management up to 6 months of log retention		
15.	The solution should provide support for IPv6.		
16.	Solution should be able to provide correlation of all the data sources which are integrated and should have facility to change/modify the source of correlation.		
17.	The solution should provide single dashboard for all events and incidents across the organisation and should provide Real Time Analysis and Reporting.		
18.	SIEM solution should have provision for parser creation for unsupported / home grown applications. The solution should also support API integration with other proposed devices.		
19.	SIEM solution should be able to receive and consume global threat feeds automatically and manually.		

20.	The proposed solution must be able to capture both the logs and network flow information.		
21.	The proposed SIEM solution should include all required software and hardware components for log collection, web server or any kind of application software for its installation.		
22.	Proposed solution should support non-native/custom devices through customizable parser creation and API integration		
23.	The proposed system should encrypt the logs or the channel of logs transmission before sending to the correlation engine. The System should also compress the logs before transmission to the log correlation engine.		
24.	Correlation Engine		
25.	The solution must not have any restriction on the number of rules to be created for correlation		
26.	The SIEM solution should provide correlation against data collected from multiple devices across the network.		
27.	The SIEM solution should be capable to obtain security feeds from different sources and integrate the feeds for correlation and analysis		
28.	The solution must provide the ability to reduce event data through filtering or aggregation before it is sent to the log management system.		
29.	The solution must provide the ability to correlate VPN and the Directory services events to provide session tracking for every user login for application access		
30.	Architecture & Scalability		
31.	The solution must scale to larger environments and should cater to the requirements for the period of the contract.		
32.	Reporting & Dashboards		
33.	The product must provide the ability to schedule reports to run hourly, daily, weekly or monthly. There must be numerous output formats and delivery options for scheduled reports.		
34.	The product should provide native support with the proposed/existing Incident Management solution		
35.	The solution must provide an intuitive reporting interface that can leverage existing reports or the creation of new reports that does not require complex SQL queries		
36.	The solution must provide value in assisting in adhering to audit requirements, alerting of non-compliance and providing necessary reports that can be used during an audit.		
37.	The solution should have capability to integrate with applications and not restricted to audit or transaction logs. In addition to this, even logs (i.e. security logs) which are not natively generated by applications can also be captured by solution.		
38.	The solution should have capability to provide inside user monitoring by integrating with existing/proposed directory services. This helps to deliver following use cases:		

39.	a. High Risk Users		
40.	b. Peer Outliers		
41.	c. Policy Violation		
42.	d. Shared Account Access		
43.	e. Privilege User Monitoring		
44.	f. Role based Access Violation		

5.2.7. PostgreSQL - Enterprise Support

S/ N	Specification	Compliance (Y/N)	Remarks
	The bidder shall ensure to procure the enterprise support from PostGreSQL including, but not limited to, following:		
1.	Postgres Database Installation & Configuration to support application.		
2.	Support related to security of Postgres Database		
3.	Support for Replication, troubleshooting & fine tuning of Postgres Database Server		
4.	Patching and upgradation		
5.	Backup and restore support		
6.	Shall provide 24*7 Support.		

5.2.8. LDAP Directory

S/ N	Specification	Compliance (Y/N)	Remarks
1	The bidder shall ensure to procure the support for LDAP Directory including, but not limited to, following:		
2	LDAP Installation & Configuration to support application.		
3	Support related to security of LDAP Directory.		
4	Support for Replication, troubleshooting & fine tuning of Ldap directory Server.		
5	Patching and upgradation		
6	Backup and restore support.		
7	Shall provide 24*7 Support.		

5.2.9. Backup Solution

S/ N	Description	Compliance (Y/N)	Remarks
1.	The proposed Backup software must offer host based/VM based licenses. (50 VM at Primary Site)		
2.	The proposed solution must have no restrictions on type of arrays (protecting heterogeneous storage technologies), front end production capacity or backup to disk target capacity restrictions.		
3.	The solution should support agentless backups of applications residing in VMs like Database, Exchange, custom applications, etc. with non-staged granular recovery of all these applications.		
4.	The solution should support crash consistent and application consistent VM level backup for all workloads.		
5.	The solution should be a Hardware Agnostic software and it should support snapshot integration with proposed hypervisors.		
6.	The solution should support de-duplication on any storage target.		
7.	The solution should be able to backup data to tapes (like LTO) as well for long term retention.		
8.	The solution should provide Instant recoveries for any backup to Virtual machine		
9.	The solution should support file level recovery from any backup of any VM or physical server.		
10.	The solution should support a full system recovery in case of a system crash, either on a physical system or virtual machine		
11.	The solution should have integrated data de-duplication engine with multi-vendor storage support to save space by storing de-duplicated copies of data. The de-duplication engine should also facilitate IP base replication of de-dupe data. All necessary hardware and software required to support this functionality should be supplied along.		
12.	The solution software should support instant database recoveries		
13.	The solution should support instant recovery of multiple VMs to support quick application recovery.		
14.	The solution should allow instant recovery of selected VM disks, without having to do instant recovery of all VM disks for achieving highest levels of RTO for relevant business data		
15.	The solution should automatically boot the server from backup and verify the recoverability of VM image, Guest OS and Application Consistency and then publish automated reports to be used in backup / recovery audits.		
16.	The solution should provide Backup and Replication capabilities on a single console.		
17.	The solution should integrate with RBAC capabilities of the hypervisor/physical servers, so that users can initiate backup and restore only those machines to which they have access.		
18.	The proposed solution should support Seamless Integration with Point-in-time storage snapshots with SAN Storages in the		

S/ N	Description	Compliance (Y/N)	Remarks
	environment to perform faster LAN Free backup without any overhead to Hypervisor Compute Layer, allowing recovery at the application level, the file level, and the VM level.		
19.	The proposed backup software should be able to integrate with anti-virus software and scan before recovery of VMs and ensure that any infected VM is not restored or restore it with disabled network adapters to prevent any infection to spread through the network		
20.	Proposed backup software should have the ability to perform staged restores to enable admins to comply with regulations by selectively deleting files / records which should not be restored from the backup copies. This will help in complying with "right to be forgotten" regulations like GDPR, where user data is deleted from restored backup copies in an auditable manner.		
21.	The proposed solution should ensure backup and replication activities do not impact storage Availability to production workloads. This feature may be configurable as per the requirement to allow the max. acceptable I/O latency for production		
22.	Backup software should provide Recovery of Application Items, File, Folder and Complete VM recovery capabilities from the image level backup.		
23.	Replication should be a VM level replication and must replicate the VM level data with or without backing it up at the source site.		
24.	Replication should include failover and failback capabilities and should be able to perform automatic acquisition of network addresses at the destination site.		
25.	Backup software should have ability to backup data from one server platform and restore it to another server platform to eliminate dependence on a particular machine and for disaster recovery purposes. This capability should even work on the dissimilar hardware.		
26.	All the licenses and associated hardware should be supplied for both primary and DR site.		

5.2.10.NTP Solution

S/ N	Specification	Compliance (Y/N)	Remarks
1.	Appliance based Rack mountable solution		
2.	Min. 3 x 10/100/1000 Base-Tx ports, console port, antennae port, etc.		
3.	Operating temperature : 0 – 40 °C		
4.	Humidity : 5 – 90%, non-condensing		

S/ N	Specification	Compliance (Y/N)	Remarks
5.	Certifications : CE, FCC, RoHS		
6.	Alarm LED : to indicate serious fault conditions		
7.	Antenna should be high gain , all-weather capable, operable in 0° to +60°C temperature range		
8.	PCI-DSS Compliant		
9.	Should be able to process min. 2000 NTP requests per second		
10.	Should be able to sync time from Stratum 0 devices.		
11.	Should provide Stratum 1 service using NTP v3 or higher		
12.	Should support unicast, multicast, anycast updates		
13.	The NTP system should have capability to synchronize the system time with multiple sources like: GPS L1 , Glonass , Galileo , Beidou - GPS/GNSS Passive, Rubidium atomic clock		
14.	The NTP system should support to up 30 Satellite tracking and T-RAIM satellite error management		
15.	The NTP system should have an accuracy of 25 ns to UTC when synced with GPS and an accuracy of 1 μs after 24 hours when running on rubidium clock (in case of loss of connectivity with GPS)		
16.	The NTP system should have facility to connect to external antenna for satellite tracking		
17.	The solution should factor for GPS Antenna preamplifier, if required, for getting better GPS signal up to NTP System		
18.	The NTP system should be facilitated with Surge Protector Grounding Kit for protecting NTP systems from lighting strikes		
19.	Solution should provide leap year adjustments		
20.	MTBF should be minimum 50000 Hours		
21.	Antenna security - should be Horizon Blocking Anti-Jam Outdoor Antenna with L-bracket for vent pipe/pole mounting		
22.	Support PSK/Auto-key, encryption, key exchange, MD5, HTTPS, SSH, SFTP, TACACS+/RADIUS		
23.	Should support to send logs to centralised syslog, monitor and manage through proposed EMS		
24.	The NTP system should provide the following web dashboard to provide the following information related to system status and management functions: <ul style="list-style-type: none"> a. Detect system problems b. System firmware or image upgrade in secured manner e.g. through SFTP c. Signal strength of GPS system and functional statistics of other components 		

5.3. Technical Specifications

5.3.1. SDWAN Appliance

S r.	Features	Specification	Compliance (Yes/No)	Remarks
1	General Requirements	The SDWAN solution is must be appliance based and should facilitate multi-application environment which should support current network traffic as well as future growth		
2		The SDWAN Solution should be ICSA Labs certified for ICSA 4.0 and EAL 4 + / NDPP certified, if not the same model		
3		Should provide a Http, Https, SSH, Telnet, SNMP based management console for managing and configuring various components of the appliance		
4		The administrator authentication shall be facilitated by local database & remote server such as Radius, LDAP.		
5		The Firewall system should have provision of Web Content Filter, Application Control, Antivirus systems and Intrusion Prevention in the same solution with all require licenses from day 1		
6	Networking & System Performance Requirements	The SDWAN should support with Internal Dual Power and a minimum of 4 x GE RJ45, 8xSFP & 4x10G SFP+ & 1 Console interface. It must offer dedicated Management & separate HA GE RJ45 interfaces from day 1.		
7				
8		Should support automatic ISP failover as well as ISP load sharing for atleast 2 ISP's		
9		The Firewall should support Static, Policy Base, Identity based, Multicast routing and Dynamic routing for RIP1 & 2, OSPF, OSPFv3		
10				
11		The Firewall should support throughputs of 25Gbps or better Firewall throughput or 25Gbps or better Firewall+App Control throughput		
12		The Firewall should support atleast 12Gbps of IPsec VPN Throughput and should be H/W accelerated.		

13		The Firewall should support concurrent session atleast 2.0 Millions		
14		Should support new session per second atleast 200000 or above		
15		Should support and IPS throughput of 3 Gbps real world scenario or Enterprise mix traffic		
16	Firewall Requirements	The Firewall should support deployment modes as; "Route Mode" or "Transparent Mode" and support web proxy/ssl proxy		
17		The Firewall should support Stateful inspection with optional Policy based NAT (Static OR Dynamic)		
18		Should support IPv6 ACL to implement security Policy for IPv6 traffic		
19		All internet based applications should be supported for filtering like Telnet, FTP,SMTP, HTTP, DNS, ICMP, DHCP, RPC,SNMP, BGP, IMAP, NFS etc		
20	IPSEC VPN Requirements	The proposed system shall support industry standards ofIPSEC, and SSL VPN without additional cost for license or solution for VPN client		
21		Firewall must have atleast 500SSL VPN client & 1000 IPsec VPN client in Route mode from the day 1		
22		IPSEC (DES, 3DES, AES) encryption/decryption and SSL encryption/decryption		
23		The system shall support IPSEC site-to-site VPN and remote user VPN in transparent mode without any additional cost for VPN clients		
24	Application control	Atleast 2500+ application signature must be there & it should able to understand welknown application like P2P, Voice, etc without any dependency on the ports		
25		Solution must provide option to create custom signature for applications		
26		Solution should have application throughput of atleast 10Gbps or higher		
27	Threat Protection	Firewall must able to scan http, https, IMAP, IMAPs, FTP, FTPs, POP, POPs, SMTP, SMTPs & MAPI protocols with AV signatures		

28		Threat prevention throughput must be atleast 2.5Gbps after enabling AV, Appcontrol, IPS in enterprise mix traffic or Real world production		
29		The Firewall should be integrated solution and there should be no user based licensing for SSL VPN		
30	SSL VPN Requirements	The proposed solution should support SSL Inspection Throughput upto 4Gbps. SSL VPN must have atleast throughput of 1Gbps or higher		
31		The Firewall should support for TWO modes of SSL VPN:1.Web mode,2.Tunnel mode		
32	Network Intrusion Detection & Prevention	Supports at least 9000+ attack signature and should be automatic updates directly over the internet for the newly discovered attacks		
33	System Requirements	Security check updates do not require reboot of the unit		
34	Web & Application Content Filtering System Requirements	The proposed system should have integrated Web Content Filtering solution without external solution, devices or hardware modules		
35		The proposed solution shall support DNS-based signatures to detect specific DNS lookups for hostnames that have been associated with malware		
36		The NGFW must have option to rate web resource based on their DNS rating & block Botnet C&C domains request at DNS level itself.		
37	Virtualization	SDWAN Appliance must have minimum 5 Virtual Firewall/context features in it from day 1. & must be scalable upto 10 Virtual FW's with additional license		
38	Logging, reporting & Management	It must integrate with External Logging and Reporting solution provided, preferably same OEM.Bidder has to include any additional license for analytics/event correlation if require. The logging server to be deployed at DC only. The proposed solution should provide Single-Pane Management for centralized policy and object management and		

		provisioning, automatic revision history and control, and enhanced role-based access control (RBAC) for NGFW.		
39		Also it must offer 400GB or more of SSD from day 1.		
40	Transceivers	Include Single mode Transceivers for SFP / SFP+ ports & required all connectivity Patch Cords from day 1 for all asked interfaces.		
41	Anti-Malware, Advanced Persistent Threat & Sandboxing	Should be able to block, allow or monitor only using AV signatures and file blocking based on per firewall policy based or based on firewall authenticated user groups with configurable selection of the following services and their equivalent encrypted versions, wherever applicable: HTTP, SMTP, POP3, IMAP, FTP, CIFS, NNTP, SSH, MAPI		
42		NGFW must include Anti-bot capability using IP reputation DB, terminates botnet communication to C&C servers also. Vendor needs to add additional license if it is required.		
43		NGFW should have functionality of Content Disarm and Reconstruction (CDR) to remove all active content from attachment in real-time before passing it to user.		
44		NGFW should have cloud based sandbox functionality to protect organization from Advance Persistence Threats. In case any additional license is required, bidder has to include it in proposal from day one.		
45		The proposed solution should utilize a state-full attack analysis to detect the entire infection lifecycle, and trace the stage-by-stage analysis of an advanced attack, from system exploitation to outbound malware communication protocols leading to data exfiltration.		
46		NGFW should be able to monitor encrypted traffic to detect APTs hidden in SSL traffic.		
47	Data Leakage Prevention	NGFW should have in-built DLP functionality without requiring any additional hardware or software license		

48		NGFW should allow administrator to prevent sensitive data from leaving the network. Administrator should be able to define sensitive data patterns, and data matching these patterns that should be blocked and/or logged when passing through the unit.		
49		NGFW must detect, protect and log sensitive data travelling through protocols - HTTP, FTP, SMTP, IMAP, POP3, NNTP, MAPI, CIFS, SFTP, SCP		
50		DLP feature must offer watermarking functionality which allows organizers to apply document marking for DLP.		
51		DLP actions should be : Log only, block, quarantine user/IP/Interface		
52		It should have DLP fingerprinting feature which generates a checksum fingerprint from intercepted files and compare it to those in the fingerprint database.		
53	High Availability	The proposed NGFW shall have built-in high availability (HA) features without extra cost/license or hardware component		
54		The NGFW shall support stateful session maintenance in the event of a fail-over to a standby unit.		
55		High Availability feature must be supported for either NAT/Route, Transparent or Hybrid mode		
56		The NGFW must support both Active-Passive and Active-Active High Availability options.		
57	SD-WAN	The proposed solution must support Granular application policies, application SLA based path selection, dynamic bandwidth measurement of SD-WAN paths, active/active and active/standby forwarding, overlay support for encrypted transport, Application session-based steering, probe-based SLA measurements.		
58		The proposed solution must support advance SD-WAN functionality like Forward Error Correction (FEC) for packet loss compensation, packet duplication for best real-time application performance, Active Directory integration for user based SD-WAN steering		

		policies, per packet link aggregation with packet distribution across aggregate members.		
59		OEM can include SD-WAN license on the proposed NGFW or they can alternative proposed dedicated SD-WAN solution along with SD-WAN.		

5.3.2. Firewalls

S/N	Specification	Compliance (Y/N)	Remarks
1.	The proposed solution architecture should have Control Plane separated from the Data Plane in the Device architecture itself. -Control Plane should handle Management functions like configuration and reporting. The proposed solution should be Purposed build hardware and it should be enterprise grade solution and should meet all require performance parameter from day one without any compromise. Bidder has to propose the solution at DC & DR for Zone-1 & Zone-2 in HA. The solution should be same for Zone-1 & Zone-2. Total- 8 Firewall in HA (DC & DR - Zone-1 & Zone-2)		
2.	The proposed solution shall support IPv4 & IPv6		
3.	Proposed solution should also perform activities like Intrusion Prevention, IP Reputation and repudiation, URL filtering, Antivirus, Anti malware, Anti Spyware, Anti Bot, DNS Security Signature and block them as per policy/rules from day one with required Perpetual Licenses and 24*7 support for contract period.		
4.	The solution should be able to mitigate attacks like FTP Attack, HTTP Attack, DNS Attack, DDNS attack, ICMP Attack, TCP/IP Attack, DOS and DDOS Attack, Telnet Attack, Brute Force attack, etc. from day one with required perpetual licenses and 24*7 support for contract period.		
5.	The NGFW Antivirus & anti Malware must able to analyse & prevent malicious file, virus, malware, ransom ware, etc.		
6.	The proposed firewall must be a L7 - Application aware solution from day one.		
7.	It must allow to create security policies based on L7 parameters such as Application, Users, File Type, etc. in addition to IP & Port numbers.		
8.	The firewall must allow user identification and authentication by integrating with LDAP, RADIUS, AD, NAC, etc. solutions.		

S/ N	Specification	Compliance (Y/N)	Remarks
9.	Device should support High availability with seamless, statefull failover of hardware (both Active-Active and Active Passive)		
10.	Device should support creating policy based forwarding, QoS policies based on source and destination IP(IPv4 & IPv6), source and destination ports, protocols, applications(not ports), URL, user, wildcard addresses, etc.		
11.	The proposed solution must support different actions in the policy such as allow, deny, drop, reset.		
12.	The firewall must have ability to identify users behind Proxy server by reading information in XFF header and perform User-ID mapping. The firewall must be able to strip XFF information before forwarding traffic to internet for privacy reason.		
13.	The Firewall must support ability to decrypt & inspect SSL, SSH, TLS 1.3 traffic.		
14.	The firewall should be able to forward all traffic (encrypted and decrypted) to Log Management/SIEM Tool.		
15.	The proposed firewall shall perform content based signature matching beyond the traditional hash base signatures		
16.	The proposed solution should have an option for customer to create custom signatures using regex, Open Source IDS tools like SNORT, Suricata, etc. and import/apply automatically without any additional overheads.		
17.	The solution should have license for cloud based Sandboxing functionality to detect zero day & unknown threats.		
18.	The Sandboxing functionality should provide an update signature in real time or less than equal to 5 minutes for unknown threats.		
19.	The Sandboxing functionality should perform entire infection life-cycle analysis including bare-metal, exploitation, inbound and outbound communication		
20.	OEM should automatically update the dynamic block list with latest threat intelligence data base on malicious IPs, URLs and Domains		
21.	The Firewall should able to provide comprehensive report with Source/Destination IP, Application name (real application name & not protocol), source & destination Zone, data transfer amount & file name transfer for non-standard applications or applications using non-standard ports.		

S/ N	Specification	Compliance (Y/N)	Remarks						
22.	The firewall must have packet capture utility within its management console with capability of creating packet capture filters.								
23.	The solution must provide Customizable Dashboard to provide to Applications / Users / Content / Files / Threat / Top Country / Top Rule Usage. The same should be downloadable to share.								
24.	The device should be manageable using standard protocols HTTPS, SSL, SSH, SNMP etc. allowing all possible configuration to be performed directly on the firewall.								
25.	<p>If the Bidder/OEM propose to have separate management then, the firewall must have the ability to manage firewall policy even if such management server is unavailable. For a separate management server all necessary components/hardware/software/licenses should be included as part of the solution.</p> <p>And The proposed solution should provide Single-Pane Management for centralized policy and object management and provisioning, automatic revision history and control, and enhanced role-based access control (RBAC) for NGFW.</p>								
26.	The appliance must have redundant power supplies from day one.								
27.	Proposed appliance must be rack mountable and supplied with required accessories								
28.	<table><tr><td></td><td>DC & DR</td></tr><tr><td>a.</td><td>The proposed firewall should provide minimum 15 Gbps of Firewall throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic. A publicly available document mentioning throughput with transaction size, traffic mix & feature enabled including App-ID, User-ID, Content-ID, DoS/DDoS & Logging enabled as on bid publishing date shall be submitted.</td></tr><tr><td>b.</td><td>The proposed firewall should provide minimum 3 Gbps of threat prevention throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic even after enabling NGFW + IPS + Antivirus + Anti Spyware + Anti Bot + DoS/DDOS + All signature enabled + Logging enabled + Bidirectional inspection + File Blocking. A publicly available document mentioning throughput with transaction size, traffic mix, as on bid publishing date, shall be submitted</td></tr></table>		DC & DR	a.	The proposed firewall should provide minimum 15 Gbps of Firewall throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic. A publicly available document mentioning throughput with transaction size, traffic mix & feature enabled including App-ID, User-ID, Content-ID, DoS/DDoS & Logging enabled as on bid publishing date shall be submitted.	b.	The proposed firewall should provide minimum 3 Gbps of threat prevention throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic even after enabling NGFW + IPS + Antivirus + Anti Spyware + Anti Bot + DoS/DDOS + All signature enabled + Logging enabled + Bidirectional inspection + File Blocking. A publicly available document mentioning throughput with transaction size, traffic mix, as on bid publishing date, shall be submitted		
	DC & DR								
a.	The proposed firewall should provide minimum 15 Gbps of Firewall throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic. A publicly available document mentioning throughput with transaction size, traffic mix & feature enabled including App-ID, User-ID, Content-ID, DoS/DDoS & Logging enabled as on bid publishing date shall be submitted.								
b.	The proposed firewall should provide minimum 3 Gbps of threat prevention throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic even after enabling NGFW + IPS + Antivirus + Anti Spyware + Anti Bot + DoS/DDOS + All signature enabled + Logging enabled + Bidirectional inspection + File Blocking. A publicly available document mentioning throughput with transaction size, traffic mix, as on bid publishing date, shall be submitted								

S/ N	Specification	Compliance (Y/N)	Remarks
	<p>c. The proposed appliance should support min. 3 Million concurrent sessions</p> <p>d. The proposed firewall should support min. 150,000 new session per second.</p> <p>e. The Firewall should support a minimum of 8 x GE RJ45, 8xSFP & 4x10G SFP+ & 1 Console interface. It must offer dedicated Management & separate HA GE RJ45 interfaces from day 1.</p> <p>f. The required licenses for creation of 5 virtual firewalls/Virtual Systems/Virtual Domains/equivalent shall be included as a part of solution Include Single mode Transceivers for all SFP / SFP+ ports & required all connectivity Patch Cords from day 1</p> <p>g. Logging and reporting Bidder has to proposed dedicated logging & reporting solution (Virtual /Physical Appliance) Bidder has to include any additional license for analytics/event correlation if require. The logging server to be deployed at DC only. In Case of Virtual Appliance, bidder to consider Required computing for the VM</p> <ol style="list-style-type: none"> Should have reporting facility to generate reports on virus deducted over different protocols, top sources for viruses, destination for viruses, top viruses etc. Logging and reporting solution should be supported On-Premise Should have options to generate reports in different formats The solution should have configurable options to schedule the report generation. <p>The Firewalls should be managed from single unified management console from same OEM.</p>		

5.3.3. Core Switch / TOR Switch (L3 Switch)

S/ N	Specification	Compliance (Y/N)	Remarks
1.	Switch must support Layer 2 switching and Layer 3 routing		
2.	Switch architecture should support non-blocking and wire speed on all interfaces		

S/ N	Specification	Compliance (Y/N)	Remarks
3.	The Switch should support both IPv4 and IPv6 protocols from day one		
4.	Switch should have min. 24xSFP28 (10G), 2xQSFP28 (100G) or Above. 24x10G SFP+ SR and 4 x 10G SFP+ LR modules should be from the same OEM. 2 x 100G DAG Cables with Optics, 3Mtr or Modules with Cable patch cord. Switching Capacity 1.0 Tbps or higher		
5.	Switch should support for multiple logical interface types like loopback, VLAN, Port Channel, multi chassis port channel/LAG, layer 3 VLAN, etc.		
6.	Switch should support min. 50k IPv4 & IPv6 routes each and min. 25k multicast routes in the routing table		
7.	Switch should support min. 2,00,000 MAC addresses		
8.	Protocols support (should be non-proprietary standards only): a. 802.1q(VLAN), 802.1d(STP), 802.1w(RSTP), 802.1s(MSTP), 802.1p(for QoS – CoS, DSCP), 802.1x(Port based Network Access Control), 802.1ax(Link Aggregation), 802.1Qbb(Priority-based Flow Control-PFC) b. Static routes, OSPF, BGP, OSPv3, BGP+, MPLS, PBR, GRE, L2 & L3 VPN or equivalent with EVPN/VXLAN, VRF, VRRP or equivalent, Q-in-Q, VXLAN, VTEP, L2 & L3 VXLAN Gateways, IGMP(v1,v2,v3), PIM(PIM-SM, PIM-SSM, PIM-DM), BFD		
9.	Should support jumbo frame size of 9K bytes		
10.	Support for IEEE 802.3ad Link Aggregation Control Protocol (LACP), Up to 32 groups, Up to 8 ports per group		
11.	Switch should support configuration rollback		
12.	Queuing Algorithms : WRED, Strict Priority and min. 4 hardware queue per port		
13.	Switch should support protect processor and memory from unnecessary traffic or DoS traffic by control plane protection policy		
14.	Switch should support AAA using TACACS/TACACS+/Radius and provide for role based access control(RBAC)		
15.	Management Protocols : SNMP v2, SNMP v3, NTP, SSH, CLI/GUI based access, RMON/RMON II, ping, trace, etc.		

S/ N	Specification	Compliance (Y/N)	Remarks
16.	There switch should not have any single point of failure like power supplies and fans etc. should have N+1 inbuilt level of redundancy		
17.	Switch should be NDPP/NDcPP certified at the time of Bidding		
18.	Switch should be provided with hardware replacement warranty and software upgrades for all major and minor releases for contract period.		

5.3.4. Access Switch

S/ N	Specification	Compliance (Y/N)	Remarks
1.	Switch architecture should support non-blocking and wire speed on all interfaces		
2.	The Switch should support both IPv4 and IPv6 protocols from day one		
3.	Switch should have min. 24x RJ45 10/100/1000Mb auto-sensing ports, 4x SFP+ ports with all transceivers loaded from day one.		
4.	Switch should support for multiple logical interface types like loopback, VLAN, Port Channel, multi chassis port channel/LAG, , etc.		
5.	Switch should have a separate, dedicated Out-of-band management port, console port		
6.	Switch should support min. 2,00,000 MAC addresses		
7.	Protocols support (should be non-proprietary standards only): a. 802.1q(VLAN), 802.1d(STP), 802.1w(RSTP), 802.1s(MSTP), 802.1p(for QoS – CoS, DSCP), 802.1x(Port based Network Access Control), 802.1ax(Link Aggregation), 802.1Qbb(Priority-based Flow Control-PFC), IGMP (v1, v2, v3), DHCP, 802.1ab(LLDP), DHCP snoop, VTP or equivalent , etc. b. Static routes, IGMP(v1,v2,v3),		
8.	Should support jumbo frame size of 9K bytes		
9.	Switch should support min. 8 Nos. of link or more per Port channel/Port Aggregation		
10.	Switch should support configuration rollback		
11.	Switch should support AAA using TACACS/TACACS+/Radius and provide for role based access control(RBAC)		
12.	Management Protocols : SNMP v2, SNMP v3, NTP, SSH, CLI/GUI based access, FTP/TFTP, ping, trace		

S/ N	Specification	Compliance (Y/N)	Remarks
13.	There switch should not have any single point of failure like power supplies and fans etc. should have N+1 inbuilt level of redundancy		
14.	Switch should be NDPP/NDcPP certified at the time of Bidding		
15.	Certifications : UL, FCC, RoHS		
16.	Switch should be provided with hardware replacement warranty and ongoing software upgrades for all major and minor releases for contract period.		

5.3.5. Load Balancer

S/ N	Specification	Compliance (Y/N)	Remarks
1.	Should be high performance purpose built next generation multi-tenant hardware with multicore CPU support. Platform should support multiple network functions including application load balancing, Next Generation SSL VPN, Global server load balancing functions.		
2.	The solution should have 2x1G, 2x1GE, 2x10G ports from day1 with all required transceivers. The device should be scalable to 4x1G, 4x1GE, 4x10G ports		
3.	The device should have min. 1TB disk space for log storage.		
4.	The solution should have minimum 20 Gbps Throughput and minimum 10 Gbps of SSL throughput		
5.	The solution should be able to support min. 2,00,000 connections per second, min. 1k SSL TPS with RSA 2K and min. 1k ECC (ECDSA-SHA256) TPS		
6.	Should able to load balancer both TCP and UDP based applications with layer 2 to layer 7 load balancing including WebSocket and WebSocket Secure.		
7.	The appliance should support server load balancing algorithms i.e. round robin, weighted round robin, least connection, Persistent IP, Hash IP, Hash Cookie, consistent hash IP, hash header, etc.		
8.	Script based functions support for content inspection, traffic matching and monitoring of HTTP, SOAP, XML, diameter, generic TCP.		
9.	Should provide secure online application delivery using hardware-based high performance integrated SSL acceleration hardware. SSL hardware should support both 2048 and 4096 bit keys for encrypted application access.		

S/ N	Specification	Compliance (Y/N)	Remarks
10.	Should support certificate parser and solution should integrate with client certificates to maintain end to end security and non-repudiation		
11.	The appliance should support Certificate like OpenSSL/Apache, *.PEM, MS IIS, *.PFX, Netscape, *.DB, etc.		
12.	Should provide full ipv6 support.		
13.	IPv6 gateway should provide compressive support for IPv6 functions to help with ipv4-to-ipv6 transition without business disruption and must provide support for dual stack, DNS64, NAT 64, DNS 46, NAT 46, IPv6 NAT		
14.	Should support various deployment modes for seamless integration including reverse proxy (IPv6 to IPv4, IPv4 to IPv6) and IPv6 to IPv6 transparent and reverse proxy mode.		
15.	The appliance should support site selection feature to provide global load balancing features for disaster recovery and site redundancy.		
16.	Global load balancing should support advance functions Authoritative name sever, DNS proxy/DNS NAT, full DNS server with DNSSec, DNS DDOS, application load balancing from day one with relevant Licenses.		
17.	Capable of handling complete Full DNS bind records including A,MX, AAAA, CNAME, etc. for IPv4 and IPv6		
18.	GSLB solution should able to evaluate round trip time (RTT), Persistence loss ratio (PLR) and hop count for dynamic proximity calculations.		
19.	The appliance should support global server load balancing algorithms including - Weighted round robin, Weighted Least Connections, Administrative Priority, Geography, Proximity, Global Connection Overflow (GCO),Global Least Connection (GLC),IP Overflow (IPO)		
20.	The appliance should have extensive reporting and logging with inbuilt tcpdump like tool and log collection functionality from day one.		
21.	The appliance should have SSH CLI, Direct Console, SNMP, per Cluster with inbuilt reporting (like E-mail alerts integration, APK) from day one.		
22.	The solution should provide comprehensive and reliable support for high availability with Active- active & active standby unit redundancy mode using standard/ RFC compliant redundancy protocol like VRRP or equivalent, for HA interconnection over network		

S/ N	Specification	Compliance (Y/N)	Remarks
23.	The appliance must provide detailed logs and graphs for real time and time based statistics from day one.		
24.	The appliance should have redundant power supply from day one		

5.3.6. Server Type 1

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
1.	Processor	Minimum 2 x 24-core Intel 3rd gen Gold Processor with atleast 2.8GHz base frequency		
2.	RAM	24 DDR4 DIMMS or higher, Server Node support upto 2 TB 384GB usable DDR4 Memory for Production Servers at Primary & DR Sites respectively Note: Consider 32GB DIMMS with highest supported frequency speed.		
3.	Storage	2 x 400GB or higher Boot Drives for Production Servers at Primary & DR Sites respectively OS Boot Storage with RAID 1, Hot Plug SAS SSD and NVMe drives		
4.	Interfaces	4 x 10G SFP+ (2 x Dual Port PCIe advisable for Fault Tolerance) 2 x 1G BaseT Copper Ports, 2 x 32G FC (2 x Single Port 32GB PCI-e Card advisable for Fault Tolerance) with Short Range Modules and fiber Cables to connect with storage. Fully populated SFP Modules and required patch cord to connect with TOR switch Remote Management with dedicated network port.		
5.	Power Supply	Redundant power supply		
6.	RAID Support	RAID 0,1,5,6,10		
7.	OS Support	Microsoft Windows Server, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), Ubuntu		
8.	Virtualization Support	VMware ,Citrix Hypervisor, Redhat, KVM, Hyper -V, Cloud Native Container Platform		

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
9.	Form Factor	Rack Mountable Ball Bearing Sliding Rail Kit with Cable Manager Arm.		
10.	Remote management	browser based graphical remote console, capable upgrade of software and patches from a remote client using Media/image/folder monitoring and recording changes in the server hardware and system configuration		
11.	Security	Signed Firmware Updates System Lockdown Secure Default Passwords Configuration and Firmware Drift Detection Persistent Event Logging including user activity Secure Alerting Automatic BIOS Recovery System Erase Monitor chassis intrusion events		
12.	Accessories	Other required cables and accessories for rack mounting, Network and Storage Connectivity.		
13.	Hardware Independent License	Paper Based License: (1) VMware vSphere vCloud Standard edition (2) Microsoft Windows 2022 Datacenter Edition license		
14.	Bazel	Server Lock Front Bazel.		
15.	OEM Support	24x7 with 4 Hr onsite support premium service support.		

5.3.7. Server Type 2

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
1.	Processor	Minimum 2 x 24-core Intel 3rd gen Gold Processor with atleast 2.8GHz base frequency		
2.	RAM	24 DDR4 DIMMS or higher, Server Node support upto 2 TB 256GB usable DDR4 Memory for Client & Test Locations respectively Note: Consider 32GB DIMMS with highest supported frequency speed.		

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
3.	Storage	5 x 1.92TB SAS SSD (RAID 5) SSD Drive Capacity at Client & Test Locations respectively OS Boot Storage with RAID 1, Hot Plug SAS SSD and NVMe drives		
4.	Interfaces	4 x 10G SFP+ (2 x Dual Port PCIe advisable for Fault Tolerance) 2 x 1G BaseT Copper Ports, Remote Management with dedicated network port.		
5.	Power Supply	Redundant power supply		
6.	RAID Support	RAID 0,1,5,6,10		
7.	OS Support (on physical server)	Microsoft Windows Server, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), Ubuntu		
8.	Virtualization Support	VMware ,Citrix Hypervisor, Redhat, KVM, Hyper -V, Cloud Native Container Platform		
9.	Form Factor	Rack Mountable Ball Bearing Sliding Rail Kit with Cable Manager Arm.		
10.	Remote management	<ul style="list-style-type: none"> • browser based graphical remote console, • capable upgrade of software and patches from a remote client using Media/image/folder • monitoring and recording changes in the server hardware and system configuration 		
11.	Security	<ul style="list-style-type: none"> • Signed Firmware Updates • System Lockdown • Secure Default Passwords • Configuration and Firmware Drift Detection • Persistent Event Logging including user activity • Secure Alerting • Automatic BIOS Recovery • System Erase • Monitor chassis intrusion events 		
12.	Accessories	<ul style="list-style-type: none"> • Other required cables and accessories for rack mounting, Network and Storage Connectivity. 		
13.	Hardware Independent License	Paper Based License: (1) VMware vSphere Standard edition (2) Microsoft Windows 2022 Datacenter Edition license		

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
14.	Bazel	Server Lock Front Bazel.		
15.	OEM Support	24x7 with 4 Hr onsite support premium service support.		

5.3.8. KVM Switch with Monitor

S/ N	Specification	Compliance (Y/N)	Remarks
1.	KVM Switch should have a min. 8 ports for server connectivity and min. 1 x 10/100/1000mbps for network connectivity		
2.	KVM Switch should support 1 Local and 1 Remote User i.e. 2 Concurrent sessions		
3.	KVM Switch should support Bios Level Access and Control of connected devices both from Local and Remote Console with appropriate interfaces		
4.	KVM Switch should support Virtual Media for software installations, patch updates, etc. from remote console.		
5.	KVM Switch should support absolute mouse synchronization when connected with appropriate modules		
6.	KVM Switch should support VGA, DVI, HDMI and DP interfaces		
7.	KVM Switch should support external authentication protocols viz. LDAP, RADIUS, Active Directory		
8.	KVM Switch should support different protocols viz. HTTP, HTTPS, UDP, SNMP, PAP, CHAP, etc.		
9.	KVM Switch should supports Strong AES encryption		
10.	KVM Switch should support both IPV4 and IPV6 network operating environment		
11.	KVM Switch should support connection with serial devices		
12.	Monitor/Viewing Screen : 17 Inches or higher, compatible with supplied KVM switch and interfaces		

5.3.9. SAN Storage

S/ N	Parameter	Functionality	Compliance (Y/N)	Remarks
1.	Storage	All Flash NVME based storage area Network		
2.	Capacity & Scalability	1. The Storage Array shall be offered with 12 TB Usable Capacity to store Prodction data (without deduplication & compression) using 1.92 TB x 16 drives at DC & DR sites		

S/ N	Parameter	Functionality	Compliance (Y/N)	Remarks
		respectively. 2. Offered storage array shall be flexible on both Scale-up and Scale-out using array in-built firmware enabled clustering technology. 3. Offered storage array shall be scalable to at-least 24 NVMe Flash drives within the given controller pair chassis		
3.	Cache	1. Offered storage array shall be supplied with at-least 100GB DRAM Cache per Controller for Read and Write operations at DC & DR sites respectively. 2. Write operations shall be completely protected and there shall be no data loss in case of power failure. This mechanism must not rely on batteries.		
4.	No Single point of Failure & Performance	1. Offered Storage Array shall be configured in a No Single Point of configuration including Array Controller card, Cache memory, FAN, Power supply etc. 2. There shall be no performance degradation due to a single component or controller failure. Vendor shall provide the documentary proof for same. 3. Offered Storage Support IOPs calculations to be produced by OEM and submit with offer considering 70:30 R/W ratio, 1ms avg latency		
5.	Disk Drive Support and Encryption	NVME Disks size should not be greater than 2 TB and Offered Storage array shall be supplied with AES-256		
6.	RAID Support	0,1,5,6,10		
7.	Availability	1. Offered Storage array shall provide enterprise availability of 99.99% or better and with no single point of failure. 2. There shall be no performance degradation due to a single component or controller failure. Vendor shall provide the documentary proof for same.		
8.	Host Ports	1. Offered Storage array at DC & DR sites respectively shall be supplied with at-least dual controllers and 4 x 10Gbps IP and 8 x 32Gbps FC ports.		

S/ N	Parameter	Functionality	Compliance (Y/N)	Remarks
		3. Offered Storage array shall also have support min.10Gbps and higher.		
9.	Global Hot Spare	Offered Storage Array shall support Global hot Spare for offered Disk drives.		
10.	Quality of Service	1. Offered Storage array shall support and supplied with Quality of Services (QoS) for controlling the IOPS and MB/sec for a given LUN selectively. 2. Offered Storage array shall automatically do QoS in order to prevent a single workload from taking over the array's performance.		
11.	Bazel	Storage Lock Front Bazel.		
12.	Licenses	Vendor shall provide the license for all critical functionalities like Snapshot, Clone, Replication, QOS, LUN Configuration and Management etc. for the maximum supported capacity of array. There shall be no additional software license requirement for future capacity upgrade. Any additional license required for meeting the RFP specification shall also be offered upfront.		
13.	SAN Switches	Storage should be supplied along with dual redundant 24-port (32Gbps ports) SAN Switches in H.A configuration with active ports as per solution requirement. Proposed SAN Switches should have hot-swappable components and must be based on NSPOF architecture.		
14.	General	1.The storage should be supplied with rack mount kit. 2. All the necessary patch cords (Ethernet /Fibre) and other required accessories for network and storage connectivity shall be provided and installed by the vendor.		
15.	Support	Bidder to consider OEM Support: 24x7 with 4 Hr onsite support premium service support		

5.3.10. NAS Storage

S. N	Parameter	Specification	Compliance (Y/N)	Remarks
1.	Form Factor	2U or Higher, Rack Mountable		

S. N	Parameter	Specification	Compliance (Y/N)	Remarks
2.	Processor	Minimum 2 x 12-core Intel 3rd gen Silver Processor with atleast 2.1GHz base frequency		
3.	Memory	24 DDR4 DIMMS or higher, Server Node support 128GB or more 64GB usable DDR4 Memory for Production Servers at Primary & DR Sites respectively		
4.	HDD Bays	2 x 400GB or Higher Boot Drives for Production Servers at Primary & DR Sites respectively		
5.	Local Storage	Minimum 100TB Usable of 7.2K RPM NL-SAS Drives with RAID 6 and 2 Hot Spare.		
6.	Controller	Hardware Internal RAID Controller with 2GB Cache or more, it should Support for RAID 0,1,5,6 or more		
7.	File Access Protocols	CIFS, NFS, FTP, SMB		
8.	Block Access Protocols	iSCSI		
9.	Power Supply	Should support hot plug redundant power supplies with minimum 94% efficiency Redundant Platinum Grade AC Power Supplies with Power Cords. Each Server should have dedicated redundant power supplies, should sustain single power supply failure.		
10.	Interface	Serial Port -1 USB 3.0 - 2		
11.	Security	Trusted Platform Module 2.0 or higher		
12.	Networking Features	2 x 10G SFP+ (2 x Dual Port PCIe advisable for Fault Tolerance) 2 x 1G BaseT Copper Ports, Fully populated SFP Modules and required patch cordes to connect with TOR switch Remote Management with dedicated network port.		
13.	HBA	2 x 12G FC (2 x Dual Port 12GB PCI-e Card advisable for Fault Tolerance) with Short Range Modules and Fiber Cables to connect with storage.		

S. N	Parameter	Specification	Compliance (Y/N)	Remarks
14.	Latest Operating Systems and Virtualization Software Support	Microsoft Windows Server Red Hat Enterprise Linux (RHEL) SUSE Linux Enterprise Server (SLES) VMware ,Ubuntu		
15.	Operating System	Windows Storage Server Operating System 2019 or higher		
16.	Fan	Redundant hot-plug system fans		
17.	Mounting Kit	Ball Bearing Sliding Rail Kit with Cable Manager Arm		
18.	Bazel	Server Lock Front Bazel.		
19.	Embedded Server Management and Server Management Software	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		
20.	Data protection feature	Replication, Snapshot		
21.	OEM Support	24x7 with 4 Hr onsite support premium service support.		

5.3.11. Tape Drive with LTO

S /N	Features	Specification	Compliance (Y/N)	Remarks
1.	Form Factor	1U or Higher, Table Top		
2.	Base	LTO-9 or Higher External Tape		
3.	Connectivity	6G or higher SAS with Cables		
4.	Data cartridges	15 x LTO 9 or Higher Data Cartridge		
5.	Cleaning cartridges	2 x LTO Cleaner Cartridge		
6.	Compatibility	All Industry Leading Backup software		

5.3.12. Hardware Security Module (nShield Edge)

S/ N	Specification	Compliance (Y/N)	Remarks
1.	Must Support encryption, digital signing, key generation and protection		
2.	Must be a portable desktop device with integrated smart card reader or USB		
3.	Must Support load balancing, failover and High availability within the same cluster of HSMs. Compatible to cluster with network or card based HSM.		
4.	Support for Asymmetric algorithms: RSA, Diffie-Hellman, ECMQV, DSA, ECDSA, ECDH, Edwards (Ed25519,Ed25519ph)		
5.	Support for Symmetric algorithms: AES, Arcfour, ARIA, Camellia, CAST, Triple DES, SEED, Tiger HMAC		
6.	Support for Hash/message digest: MD5, SHA-1, SHA-2 (224, 256, 384, 512 bit), HAS-160, RIPEMD160		
7.	Supported OS - Microsoft Windows 7, 10, 2012, 2016, 2019, RHEL 6, 7; SUSE Enterprise Linux, Oracle Enterprise Linux		
8.	Supported APIs - PKCS#11, OpenSSL, Java (JCE), Microsoft CAPI and CNG, Web Services Crypto API		
9.	USB port (1.x, 2.x compliant)		
10.	Security Compliance - FIPS 140-2 Level 3		
11.	Safety and Environmental standards - UL, CE, FCC, RCM, Canada ICES RoHS2, WEEE		
12.	Must support Secure audit logging.		
13.	There should not be any limit on no. of Keys to be protected by HSM in accordance with FIPS 140-2 and CCA guidelines.		
14.	There should not be any limit on number of virtual partitions that can be created in HSM and number of keys that can be managed per partition. Each partition must support at least 2 FA.		
15.	Must support multiple and multi-level administration with Two factor authentication		
16.	Performance - RSA (2048) signing - 1 TPS		
17.	Additional Client Lic-5		
18.	Rack Mounting Rails		
19.	Elliptic Curve ('ECC') Activation		
20.	Smartcards x10		

S/ N	Specification	Compliance (Y/N)	Remarks
21.	S/w for Windows and linux		

5.3.13. Hardware Security Module (nShield Base & nShield Mid)

S /N	Specification	Compliance (Y/N)	Remarks
1.	Must Support encryption, digital signing, key generation and protection		
2.	Must Support load balancing, failover and High availability within the same cluster of HSMs		
3.	Must have an ability to provide a secure environment for running sensitive applications within HSM boundaries		
4.	Support for Asymmetric algorithms: RSA, Diffie-Hellman, ECMQV, DSA, ECDSA, ECDH, Edwards (Ed25519,Ed25519ph)		
5.	Support for Symmetric algorithms: AES, Arcfour, ARIA, Camellia, CAST, Triple DES, SEED, Tiger HMAC		
6.	Support for Hash/message digest: MD5, SHA-1, SHA-2 (224, 256, 384, 512 bit), HAS-160, RIPEMD160		
7.	Full Suite B implementation with fully licensed ECC, including Brainpool and custom curves		
8.	Supported OS - Windows, RHEL, SUSE, Oracle Ent. Linux, Solaris (SPARC), IBM AIX, HP-UX, etc.		
9.	Supported APIs - PKCS#11, OpenSSL, Java (JCE), Microsoft CAPI and CNG, Web Services Crypto API		
10.	Networking - at least Dual Gigabit Ethernet ports		
11.	Security Compliance - FIPS 140-2 Level 3 and Common Criteria EAL4+ (EN 419 221-5) certified appliances, BIS (India) for proposed model, BSI AIS 20/31 compliant		
12.	IPv6 certified and USGv6 Ready		
13.	Safety and Environmental standards - UL, CE, FCC		
14.	Must include field serviceable components like Fan, power supply etc.		
15.	Must support Secure audit logging with an ability to generate signed logs from device.		
16.	Must support Syslog diagnostics support and Windows performance monitoring		
17.	Must support SNMP monitoring		
18.	Must support remote configuration and management.		
19.	There should not be any limit on no. of Keys to be protected by HSM in accordance with FIPS 140-2 and CCA guidelines.		

S /N	Specification	Compliance (Y/N)	Remarks								
20.	There should not be any limit on number of virtual partitions that can be created in HSM and number of keys that can be managed per partition. Each partition must support at least 2 FA.										
21.	Must support multiple and multi-level administration with Two factor authentication										
22.	Must support interactive front panel and full remote support for configuration of HSM.										
23.	Application keys should be securely backed up at min. three different locations other than DataCenter. Any extra hardware required for the same should be included in the solution.										
24.	Additional Client Lic-5										
25.	Rack Mounting Rails										
26.	Elliptic Curve ('ECC') Activation										
27.	Smartcards x10										
28.	S/w for Windows and linux										
29.	Performance – <table><tr><th>Type-2</th><th>Type-3</th></tr><tr><td>RSA (2048 bit) signing – min. 400 TPS</td><td>RSA (2048 bit) signing – min. 3000 TPS</td></tr><tr><td>RSA (4096 bit) signing – min. 100 TPS</td><td>RSA (4096 bit) signing – min. 800 TPS</td></tr><tr><td>ECDSA (256 bit) signing – min. 1000 TPS</td><td>ECDSA (256 bit) signing – min. 7000 TPS</td></tr></table>	Type-2	Type-3	RSA (2048 bit) signing – min. 400 TPS	RSA (2048 bit) signing – min. 3000 TPS	RSA (4096 bit) signing – min. 100 TPS	RSA (4096 bit) signing – min. 800 TPS	ECDSA (256 bit) signing – min. 1000 TPS	ECDSA (256 bit) signing – min. 7000 TPS		
Type-2	Type-3										
RSA (2048 bit) signing – min. 400 TPS	RSA (2048 bit) signing – min. 3000 TPS										
RSA (4096 bit) signing – min. 100 TPS	RSA (4096 bit) signing – min. 800 TPS										
ECDSA (256 bit) signing – min. 1000 TPS	ECDSA (256 bit) signing – min. 7000 TPS										

5.3.14. Laptops

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
1.	Processor	Intel Core i5 with min 2.8 GHz with 4MB cache or higher		
2.	Operating system	Preinstalled Windows 10 proff. 64-bit or better		
3.	Display	14" inch LED		
4.	RAM	Min. 8 GB DDR4 or higher expandable up to 32 GB or more		
5.	Storage	500GB SSD drive or better		
6.	Keyboard & Mouse	Touch pad & keyboard with numeric keypad		

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
7.	Ports	Min. 2 USB ports with at least 1 USB 3.0 port 1 x VGA 1 x HDMI		
8.	Network	On Board LAN 10/100/1000 MB		
9.	Accessories	Built-in 720p HD camera Built-in Wi-Fi and Bluetooth Built-in Speakers & Microphone		
10.	Accessories	Executive carry Backpack		
11.	Warranty	onsite		

5.3.15. Desktop/ workstation

S/ N	Parameter	Specification	Compliance (Y/N)	Remarks
1.	Processor	Intel Core i5 with min 2.8 GHz with 4MB cache or higher		
2.	Motherboard & Chipset	OEM Motherboard & Compatible 64-bit Chipset		
3.	RAM	Min. 8 GB DDR4 or higher expandable up to 32 GB or more		
4.	Storage	500GB SSD drive		
5.	Ports	Min. 2 USB ports with at least 1 USB 3.0 port 1 x VGA, 1 x HDMI 1 x RJ45 (10/100/1000 Base-T)		
6.	Monitor	19.5 Inches or Higher, Wide LED Screen, Resolution- 1600x900, Aspect Ratio-16:9		
7.	Keyboard	104 Keys or Higher Mechanical Keyboard		
8.	Mouse	USB/Wireless Optical Scroll Mouse		
9.	Operating System	Windows 10 Professional		
10.	Warranty	onsite		
11.	Certification	RoHS, ENERGY STAR/BEE certified at the time of bidding		

6. PRE-QUALIFICATION CRITERIA

6.1. Bidder

S/ N	Min. Requirement	Documented Proof
1.	Bidder should be a company registered under Companies Act, 1956/2013 and should have been operating for the last five years as on bid issuance date.	Copy of Certificates of incorporation, GST No./PAN. AND Self-Declaration Certificates
2.	Average annual turnover of the Bidder should be Rs. 300.00 Crore from IT/ITeS/ICT in last five completed financial years ending on 31.03.2022	Audited and Certified Balance Sheet and Profit/Loss Account of last 5 Financial Years should be enclosed.
3.	The Bidder must have positive net worth and should be Profit making in each of the last five financial years as on bid issuance date	Audited and Certified Balance Sheet and Profit/Loss Account of last 5 Financial Years should be enclosed. And Statutory auditors/ CA certificate mentioning net profit of the bidder should be enclosed.
4.	Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each	Copy of Work Orders and completion certificate.
5.	Bidder should be organization having ISO 27001, ISO 20000,ISO 9001 certification as on bid issuance date Bidder Should have CMMi L5	Copies of all valid ISO certificate
6.	The Bidder should not be under the effect of blacklisting by any Ministry/Department of Government of India or by any State Government department/agency in India or any of the Government PSUs as on bid issuance date.	Self-declaration on stamp paper of Rs. 300.
7.	The OEM should not be under the effect of blacklisting by any Ministry/Department of	Self-declaration by OEM on letter head

S/ N	Min. Requirement	Documented Proof
	Government of India or by any State Government department/agency in India or any of the Government PSUs as on bid issuance date.	
8.	The PKI Solution OEM shall have over 20 years verifiable experience in developing and providing PKI software solutions to the marketplace.	Self-declaration on Letter Head.
9.	The PKI Solution OEM shall have provided PKI solutions in over 30 countries.	Self-declaration on Letter Head.
10.	The PKI Solution OEM should provide the PKI ePassport solutions which shall be available in both deployable software and commercially available cloud based offerings.	Self-declaration on Letter Head.
11.	OEMs of proposed equipment/components should have their own registered office in India as per the prevalent/ applicable laws of India and be in operation in India for last three years as on bid issuance date.	Undertaking & copies of supporting documents from the Bidder confirming the compliance along with the OEM authorization.
12.	The bidder should have a Permanent Office in Gujarat OR The bidder should setup office in Gujarat in 45 days from the award of Work Order.	Copies of any two of the followings: Property Tax/Electricity/ Telephone Bill / VAT/ CST Registration /Lease agreement. OR Undertaking to open Office in Gujarat
13.	Bidder should be Authorised by OEM for each solution mentioned in Scope of work of this tender document.	OEM MAF for products quoted must be enclosed by bidder with technical bid

6.2. Primary & Secondary Network Connectivity Provider (ISP Partner)

S/ N	Criteria (for Bidders)	Attachments
1.	ISP Partners should be a company registered under Companies Act, 1956/2013 and should have been operating for the last three years as on bid issuance date.	Certificates of incorporation. AND Self-Declaration Certificates
2.	Average Annual Turnover of the ISP Partners should be at least Rs. 100 crores from the business of Data Bandwidth services during last three financial years as on bid issuance date.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. And Certificate from the statutory auditor/CA has to be submitted

3.	The ISP partners should hold any of the following licenses to operate: 1. Unified Access License, 2. NLD License	Copy of valid Licenses
4.	The ISP partners should have its own Optical Fibre based network Backbone	A Self Certified letter with addresses of POPs, Internet Gateways, Technical service Centre and NOC.
5.	The ISP partners shall have its own at least 2 Internet Gateways.	
6.	The ISP partners should have data delivery POP at more than 100 locations on its backbone across the country	
7.	The ISP partners should have its local offices in at least 70 cities with technical service centre having technical employees for providing quick response and better coordination.	
8.	The ISP partners should have its own Network Operating Centre (NOC) with DR facility in different seismic zones for 24x7 monitoring of the network to ensure uninterrupted services.	Details of such projects undertaken along with clients' on-going/completion certificate/ letter along with project span should be enclosed
9.	The ISP partners must have experience in providing network connectivity to large national/international institutions (having at least 50 offices connected at different places) spread across multiple states/regions in India.	
10.	The ISP partners should not be under the effect of blacklisting by any Ministry/Department of Government of India or by any State Government department/agency in India or any of the Government PSUs at the time of bid submission.	Self-declaration on Letter head

6.3. Original Equipment Manufacturer (OEM)

S/ N	Component	Criteria
1.	Network Switches	The proposed vendor must be in the Leader's quadrant of the Data Centre Networking / Enterprise wired and Wireless LAN Access Infrastructure in latest Gartner Magic Quadrant reports.
2.	SDWAN	The proposed vendor must be in the Leader's quadrant of the WAN Edge Infrastructure/SDWAN in latest Gartner Magic Quadrant reports.
3.	Firewall	The proposed vendor must be in the Leader's quadrant of the Network Firewalls in latest Gartner Magic Quadrant reports.
4.	Server	The proposed vendor must be in the Leader's quadrant of the Modular Servers in latest Gartner Magic Quadrant reports.
5.	Storage	The proposed vendor must be in the Leader's quadrant of the Primary Array in latest Gartner Magic Quadrant reports.

S/ N	Component	Criteria
6.	Backup Solution	Proposed backup software should present of Enterprise Backup software and recovery solutions in latest Gartner Magic Quadrant reports.
7.	NMS (EMS)	The proposed vendor must be in the Network Automation and Orchestration Tools in latest Gartner reports.
8.	Antivirus	The proposed solution must be present in leader or strong performers quadrant in the latest Forrester Wave CWS report

NOTE:

6.4. General Note for PQ

1. The bidder must submit Power of attorney or board resolution duly executed in favour of the person signing the tender authorizing him to sign the tender document in case the bidder is not a sole proprietary concern.
2. The eligibility of the Bidder shall be independent and the eligibility of the parent organization will not be considered.
3. OEM Registered offices by way of Joint ventures, Franchise, agency, distribution partners will not be considered.
4. The bidder should submit authorization certificate/MAF of Original Equipment Manufacturer (OEM) specific to the bid.

6.5. Technical Evaluation Matrix

S/ N	Criteria	Marks	Max Marks
1.	Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr	3 projects: 5 4-5 projects: 8 more than 5 project: 12	12
2.	Prior experience of SITC, O&M of Data Centre and Network Integration of min. value 30 Cr in last 7 Years as on bid issuance date.	One Project having min value: 30Cr or more: 5 40Cr or more: 8 50Cr or more: 12	12
3.	Prior experience of ISP Partner in providing network connectivity to large national/international institutions (having at least 50 offices at different places) spread across multiple states/regions in India. Min. 3 projects	3 projects: 5 3-5 projects: 8 more than 5 project: 12	12
4.	Average turnover of the Bidder should be Rs. 300.00 Crore from last Five completed financial years as on bid issuance date.	Average Turn Over: 300Cr: 5 300Cr – 500Cr: 8 500Cr or more: 12	12

5.	Bidder should have at least 100 employees on the payroll of the company.	Min.100 Employees-5 More than 200 Employees-8 More than 300 Employees-12	12
6.	Technical Presentation		40

NOTE:

1. Minimum absolute technical score to qualify for financial bid opening is 70 marks out of total 100 marks.
2. For Prior experience in Technical Evaluation Matrix, In-house projects for their own corporations executed by the bidder, shall not be considered.

7. TIMELINES, SLA, PENALTIES AND PAYMENT TERMS

7.1. Implementation Timelines and Penalties

S/ N	Deliverables	TimeLine	Payment (%)	Delay Penalty
1.	Issuance of work Order (T)	Date of Issuance of Work Order		
2.	Signing of contract agreement & Submission of PBG by the Bidder	2 weeks from issuance of work order		TENDERER may terminate the contract and Forfeit the EMD.
3.	Completion of Kick-off meeting	2 weeks from Issuance of Work Order		Delay beyond 3 weeks, TENDERER may terminate the contract and Forfeit the EMD
4.	Delivery of all ICT Components	$T1 = T + 12 \text{ weeks}$	30% of sum total of Phase-A in Schedule I & II of Price Bid	0.75% of Component Value of Delayed / non-delivered part per week or part thereof. Delay beyond $T + 14$ weeks TENDERER may terminate the contract and Forfeit the PBG
5.	Installation and Commissioning of all ICT Components and Links	$T2 = T1 + 3 \text{ weeks}$	30% of sum total of Phase-A in Schedule I & II of Price Bid	0.75% of Total of Schedule 1 of price bid for every delayed week or part thereof Delay beyond $T1 + 5$ weeks TENDERER may terminate the contract and Forfeit the PBG
6.	FAT of Phase-A	$T3 = T2 + 4 \text{ Week}$	40% of sum total of Phase-A in Schedule I & II of Price Bid	1% of sum total of Phase-A in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG
7.	Installation and Commissioning of PKI Phase-B	$T4 = T3 + 4 \text{ Week}$	60% of sum total of PKI Phase-B in Schedule II	1% of sum total of PKI Phase-B in Schedule II of Price Bid per week or part thereof

			of Price Bid	Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG
8.	FAT of PKI Phase-B	$T5 = T4 + 2 \text{ Week}$	40% of sum total of PKI Phase-B in Schedule II of Price Bid	1% of sum total of PKI Phase-B in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG
9.	Installation and Commissioning of PKI Phase-C	$T6 = T5 + 4 \text{ Week}$	60% of sum total of PKI Phase-C in Schedule II of Price Bid	1% of sum total of PKI Phase-C in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG
10.	FAT of PKI Phase-C	$T7 = T6 + 2 \text{ Week}$	40% of sum total of PKI Phase-C in Schedule II of Price Bid	1% of sum total of PKI Phase-C in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG
11.	Installation and Commissioning of PKI Phase-D	$T8 = T7 + 4 \text{ Week}$	60% of sum total of PKI Phase-D in Schedule II of Price Bid	1% of sum total of PKI Phase-D in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG
12.	FAT of PKI Phase-D	$T9 = T8 + 2 \text{ Week}$	40% of sum total of PKI Phase-D in Schedule II of Price Bid	1% of sum total of PKI Phase-D in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG

13.	O&M	From Date of Final Go Live	Equated quarterly instalment over O&M Contract period of 7 Years	
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7.2. SLA & Penalties

7.2.1. Operational Penalties

S/ N	Quarterly Uptime (For All IT Components installed at DC & DR)	Penalty
1.	99.95% or better	No Penalty
2.	99.90% to 99.95%	0.1% of Quarterly Payment
3.	99.75% to 99.89%	0.2% of Quarterly Payment
4.	Less than 99.75%	0.50% of Quarterly Payment

NOTE:

The uptime shall be considered for each IT component individually. However, for the component implemented in High-Availability (HA)/Redundancy uptime shall be considered for availability of at least one component such that service is not affected.

7.2.2. Incident Resolution

S/ N	Severity	Description	Response Time	Resolution Time	Penalty
1.	Level 1	A critical system component is non-operational. Severe problem affecting production, demanding immediate attention. Business risk is high.	15 mins	1 hour	0.75% of QP for every 30mins Delay in resolution or part thereof
2.	Level 2	A critical system component or overall solution having degraded performance that slows down operations. Problem affecting production, demanding immediate attention. Customer or IT service has been affected. Business risk is moderate.	30 mins	2 hours	0.40% of QP for every 1 Hour Delay in resolution or part thereof
3.	Level 3	System degradation that slows down operations. Problem affecting production systems,	60 mins	8 hours	0.15% of QP for every 4 Hours

		demanding immediate attention. Customer or IT service has been affected. Business risk is low.			Delay in resolution or part thereof
4.	Level 4	Other problems with no business impact.	240 mins	24 hours	0.15% of QP for every 12 Hours Delay in resolution or part thereof

7.2.3. Reports

S/ N	Parameter	Penalty
1.	Delay or Non submission of Various MIS reports	Rs. 500 per instance per report

7.2.4. Manpower Availability

S/N	Non-availability of:	Penalty
1.	Project Manager	5000/- per day per person for un-sanctioned/ non-reporting
2.	Network Manager	5000/- per day per person for un-sanctioned/ non-reporting
3.	Other Resources	1500/- per day per person for un-sanctioned/ non-reporting

NOTE:

- The overall penalty would be generally capped at 10% of O&M amount.
- Availability will be calculated on Monthly basis.
- Exclusions / conditions for which Downtime will not be considered as:
 - 3.1. Downtime due to 'planned outage' for which prior approval has been given by the TENDERER.
 - 3.2. The downtime calculation will not include any down time related to any media & its equipment, which are not provided/ installed by the Successful bidder.
 - 3.3. The downtime caused due to problems related to non-availability of power, due to switch off / failure of power and/ or power fluctuations, hardware failure due to above.
 - 3.4. For any planned downtime, the Successful bidder will inform the TENDERER, in writing at least 14 working days in advance and will take prior written permission. If the downtime activity is done in absence of permission from the TENDERER, the same shall not be considered as planned downtime.

7.3. Payment Terms

- The invoices shall be processed against the services provided by bidder as per the Terms and Conditions of Service Level Agreement (SLA)

2. The Selected Bidder shall raise the component wise invoice upon achieving respective milestone as per detailed payment schedule and submit the invoice to TENDERER.
3. All payments will be on back to back basis as per milestones mentioned and payment from end customer received
4. The successful bidder's request for the payment during O&M Period shall be made at the end of each quarter by submission of invoices along with supporting documents as mentioned in [MIS Reports](#) section for SLA calculations.
5. The bidder must provide all the documentation proof for warranty, support, licenses from the OEM for the contract period along with the first QP invoice for the O&M period. No invoices shall be processed in absence of these documents.
6. The TENDERER shall verify all the supporting documents as prescribed and acceptable to the TENDERER.
7. If there is any deficiency in the performance of Contractual obligations on the part of the Successful bidder, the Successful bidder shall be liable for the imposition of appropriate penalties as specified in this RFP document and the TENDERER shall be entitled to deduct such Penalties at source while making payment to the successful bidder for the services provided.
8. On the receipt of invoice after verification by the TENDERER or its designated Agency, the quarterly payment shall be released after deduction/levying of penalties, if any, TDS/or any other taxes to be deducted at source as per tax laws.
9. The successful bidder will have to bear the consequences of any change, i.e. in taxes or laws.

8. INSTRUCTION TO BIDDERS

8.1. Bidding Documents

1. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid. Under no circumstances physical bid will be accepted.

8.2. Cost of Bidding

1. The Bidder shall bear all costs associated with the preparation and submission of the Bid and TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
2. Bidder is required to pay EMD in the form of demand draft in favour of "GNFC LTD" payable at Ahmedabad/Gandhinagar. In case of non-receipt of EMD the bid will be rejected by TENDERER as non-responsive.

8.3. Clarification on Bidding Documents

1. Bidders can send their queries on or before pre-bid meeting to e-passport@ncode.in. TENDERER will clarify & issue amendments, if any, to all the bidders in the pre-bid meeting.
2. No further clarification what so ever will be entertained after the pre- bid meeting date.
3. The interested bidder should send the queries as per the following format

Name of Organisation			
Email and phone no.			
S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required
1.			
2.			
3.			

8.4. Application Resource Requirement

A. Application Computing Requirement (Minimum).									
Detail s			QTY			Application Resource Requirement			Zone
	OS	VM List	Pr o	D R	Tes t	vCP U	RA M	Disk Space	Zone
Phase-A	Win	CSCA	1	1	1	1	8	50	Zone 1
	Win	Service SPOC CA	2	2	1	4	16	75	Zone 1
	Linu x	Master LADP	2	2	1	4	16	75	Zone 1
	Win	nCipher Security World and RFS Server	1	1	1	1	8	50	Zone 1
	Win	ePassport DS	2	2	1	1	8	50	Site1
	Win	DLS & MLS Server	2	2	1	2	8	50	Zone 2
	Win	Services- CES, CSRES WS and UMS Server	2	2	1	2	16	50	Zone 2
	Win	ePassport SDS	2	2	1	2	8	50	Site1
	Win	QC Verification server	2	2	1	2	8	50	Site1
	Win	QC Workstation	2	2	1	1	8	50	Site1
	Win	External CA Database	2	1	0	4	8	100	Zone 1
	Win	HTTP-CRL Server	2	2	1	2	8	50	Zone 2
Phase-B	Win	NPKD Server	2	2	1	2	16	50	Zone 2
	Linu x	LDAP Server for NPKD	2	2	1	2	16	50	Zone 2
	Win	PKD-Reader/Writer Server	2	2	1	2	8	50	Zone 2
Phase-C	Win	DVWS	2	2	1	2	16	50	Zone 2
	Win	DVWS Front-End Server	2	2	1	2	8	50	Zone 2
	Win	IS verification Site	0	0	1	1	8	50	Site2
	Win	IS Concentraton Verification Site	4	4	1	2	8	50	Site2
Phase-D	Win	CVCA	2	2	1	4	16	75	Zone 1
	Win	DVCA	2	2	1	4	16	75	Zone 1
	Win	Services-SPOC CES and CSRES and SPOC Admin and SPOC WS Server	2	2	1	2	16	50	Zone 2

	Win	CVCA Admin Server	2	2	1	2	8	50	Zone 2
	Win	SPOC WS Front-End Server	2	2	1	2	8	50	Zone 1
B. Tentative IT Infra Requirement									
	Win	Patching Server	1	1	0	6	18	100	Zone 2
	Win	Antivirus Server	1	1	0	4	6	100	Zone 2
	Win	DC Server	2	0	0	6	12	100	Zone 1
	Win	ADC Server	1	1	0	4	8	100	Zone 1
	Win	Virtulization Management	1	1	0	4	8	100	Zone 2
	Win	Replication Server	1	1	0	4	8	100	Zone 2
	Win	NMS Server	1	1	0	4	8	100	Zone 2
	Win	Database Performance Tool	1	1	0	4	8	100	Zone 2
	Win	Backup Software	1	1	0	6	12	100	Zone 2
	Win	Log Server (SIEM)	1	1	0	4	8	75	Zone 1
	Win	NAC Server	1	1	0	4	8	100	Zone 2

Note:

Section A. Application requirement, other overhead of Application/Database/OS resources to be added.

Section B. Tentative IT Infra Requirement, this is to be as actual as per quoted product. Physical Server and Storage Requirement to be calculated accordingly.

8.5. Unpriced BOQ

S/N	Component	Make	Model
1.	SDWAN Appliance		
2.	Firewalls		
3.	Core Switch		
4.	TOR Switch		
5.	Access Switch		
6.	Load Balancer		

7.	Server Type 1		
8.	Server Type 2		
9.	KVM Switch with Monitor		
10.	SAN Storage		
11.	Backup Solution		
12.	NAS Storage		
13.	Tape Drive		
14.	NTP Appliance		
15.	Desktop		
16.	Laptop		
17.	HSM - nShield Edge		
18.	HSM - nShield XC Base		
19.	HSM - nShield XC Mid		
20.	E-Token – 5110 plus		
21.	Safenet Authentication Client		
22.	Virtualization Software Enterprise edition or higher including operation Manager, Log Analytics & Lifecycle Manager		
23.	Virtualization Software Standard Edition		
24.	Virtualization Management Software		
25.	Replication Software & Site Failover		
26.	NMS/EMS with APM Application – 10		
27.	Antivirus Solution (Server Security)		
28.	Antivirus Solution) (End Point Protection)		
29.	Log Management Tool (SIEM)		
30.	Database License (Microsoft SQL Standard)		
31.	Windows Server Datacenter 2022 16 Core		
32.	Network Access Control (NAC)		
33.	PostGre SQL Support		

34.	LDAP Support		
35.	nShield Connect Additional Client Lic		
36.	Other		

8.6. Amendments to the Bidding Documents

1. At any time prior to the deadline for submission of bids, the TENDERER for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders, may modify the bidding documents by amendment & put on our websites.
2. All prospective bidders are requested to browse our website & any amendments/corrigendum/modification will be notified on our website and such modification will be binding on them.
3. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, the TENDERER at its discretion, may extend the deadline for the bid submission.

8.7. Language of Bid

1. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the TENDERER shall be in English. 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 pages in English. For purposes of interpretation of the bid, the translation shall govern.

8.8. Section Comprising the Bids

1. The quotation should be scan-able and distinct without any option stated in.
2. The bid uploaded should have the following documents:
 - 2.1. Bid security
 - 2.2. Eligibility & Technical Section:
 - 2.2.1. Financial Capabilities. (In the Prescribed Format Only: Annexure - 3)
 - 2.2.2. Technical Capabilities. (In the Prescribed Format Only: Annexure - 4)
 - 2.2.3. Compliance Statement. (In the Prescribed Format Only: Annexure - 5)
 - 2.2.4. Bid letter form (Annexure - 6)
 - 2.2.5. Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division for Bidder & OEM (Annexure -10 & 11)

Note: All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded.

- 2.3. Price bid Section: Priced bid (in the prescribed format only->Section: 10)

8.9. Bid Forms

1. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to upload the information in the prescribed format, the bid is liable for rejection.
2. For all other cases, the Bidder shall design a form to hold the required information.
3. TENDERER shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

8.10. Bid Price

1. The priced bid should indicate the prices in the format/price schedule only.
2. The Financial bid shall indicate charges payable as per Price bid format and terms thereof for providing required connectivity under the Project. The bidder shall quote a one-time installation charges and fixed yearly charges per link in the format as defined in the price bid. A bid uploaded with an adjustable price quotation will be treated as non- responsive and rejected.
3. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
4. Arithmetical errors will be rectified on the following basis.
 - 4.1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
 - 4.2. Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Price Schedule of this RFP shall prevail.
5. The bidder should provide calculations for the quoted bandwidth charges, without which the bid is liable for rejection. Any arithmetical errors in these calculations will be on bidders account.
6. Offered price should be exclusive of all applicable taxes. Bidder should mentioned & upload the applicable taxes with percentage & amount of tax.
7. The Discount offered, if any, should not be mentioned separately. It should be included in Price Bid.
8. Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the TENDERER in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

9. Unit rates should be quoted separately for each item. Quantities can be increased or decreased by TENDERER and bidder has to supply additional quantities at the rates prescribed in the price bid of this tender document.

8.11. Bid Security / Earnest Money Deposit

1. The Bidder shall furnish, as part of the Bid, the Bid security/EMD in the form of demand draft (which should be valid for 3 months from the last date of bid submission) at TENDERER's office in favour of "TENDERER" payable at Ahmedabad/Gandhinagar on or before the due date for bid submission and must be submitted along with the covering letter. The un-priced bid will be opened subject to the confirmation of valid Bid security.
2. Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.
3. The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement, and furnishing the Performance Bank Guarantee.
4. The Bid security may be forfeited at the discretion of TENDERER, on account of one or more of the following reasons:
 - 4.1. The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form.
 - 4.2. Bidder does not respond to requests for clarification of their Bid.
 - 4.3. Bidder fails to co-operate in the Bid evaluation process,
 - 4.4. Bidder is found to be involved in fraudulent and corrupt practices and
 - 4.5. In case of a successful Bidder, the said Bidder fails:
 - 4.5.1. To sign the Agreement in time
 - 4.5.2. To furnish Performance Bank Guarantee
 - 4.5.3. Is found to be involved in fraudulent and corrupt practices

8.12. Bid Validity

1. Bids shall remain valid for 180 days from the date of Bid Submission. A Bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the TENDERER may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

8.13. Bid Due Date

1. Bid must be received by the TENDERER at the address specified in the Request for Proposal (RFP) not later than the date specified in the RFP.
2. The TENDERER may, as its discretion, on giving reasonable notice, extend the bid due date, in which case all rights and obligations of the TENDERER and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

3. No bidder will be allowed to upload or submit the bid after the bid due date/time.

8.14. Modification and Withdrawal of Bid

1. The Bidder may modify or withdraw its Bid any time before the due date and time of the bid submission.
2. No Bid may be modified subsequent to the deadline for submission of bids.
3. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

8.15. Opening of Bids

1. Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
2. The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the TENDERER's officer at his/her discretion, may consider appropriate, will be announced at the opening.

8.16. Contacting the TENDERER

1. Bidder shall not approach TENDERER officers outside of office hours and/ or outside the TENDERER office premises, from the time of the Bid opening to the time the Contract is awarded.
2. Any effort by a bidder to influence the TENDERER'S officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the TENDERER, it should do so in writing.

8.17. Fraudulent & Corrupt Practices

1. TENDERER will reject a proposal for award and may forfeit the EMD and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

8.18. Lack of Information to Bidder

1. The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the Contract.

8.19. Rejection of Bids

1. The TENDERER reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

8.20. Rejection Criteria

Besides other conditions and terms highlighted in the RFP document, bids may be rejected during evaluation under the following circumstances:

1. Pre- qualification Rejection Criteria
 - 1.1. Bids submitted without or with improper Bid Security (EMD).
 - 1.2. Bids which do not conform to unconditional validity of the bid as prescribed in the bid.
 - 1.3. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
 - 1.4. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
 - 1.5. Bids without proper documents/evidences as asked for in the prequalification bid as mentioned in the RFP Document.
2. Technical Rejection Criteria
 - 2.1. Technical Bid containing financial details.
 - 2.2. Revelation of Prices in any form or by any reason before opening the Financial Bid.
 - 2.3. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Bid Document in every respect.
 - 2.4. Bidders not quoting for the complete scope of Work as indicated in the Bid documents, addendum (if any) and any subsequent information given to the Bidder.
 - 2.5. Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
 - 2.6. Bidder not meeting the Minimum absolute technical score to qualify for financial bid opening (Refer Annexure – 9)
 - 2.7. Bidders not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this RFP.
 - 2.8. If the bid does not confirm to the timelines indicated in the RFP Document.
3. Financial Rejection Criteria
 - 3.1. Incomplete Price Bid
 - 3.2. Price Bids that do not conform to the Bid's price bid format.

8.21. Evaluation Methodology

1. TENDERER will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.
2. Part – I (Bid Security): Bidders who have submitted the valid bid security as per the format shall be considered for further evaluation.
3. Part – II (Pre-Qualification & Technical):
 - 3.1. The Pre-qualification criteria of the bids will be evaluated first to ascertain the eligibility of the Bidders. In case of any deviations from the RFP requirements, TENDERER may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the evaluation will be done based on the information submitted by the bidder.
 - 3.2. The technical bids of the bidders who comply with the Prequalification criteria will be opened and evaluated as per [Technical Evaluation Matrix](#). The technical evaluation would be based on the proposal of Bidder meeting the Specifications mentioned in the RFP document and other compliance to the terms and conditions. In case of conditional bid or major deviations from the RFP requirements, TENDERER may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid.
4. Part – III (Financial): Bidders qualified as per the pre-qualification criteria & technical criteria will be short-listed and financial bids of those bidders will only be opened for evaluation and arriving at L1 bidder i.e. the bidder offering lowest cost to the TENDERER.

8.22. Award of Contract

1. Award Criteria: The Criteria for selection will be the lowest cost to the TENDERER. The TENDERER may negotiate the prices with L1 Bidder.
2. The TENDERER reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
3. In case, if lowest bidder does not accept the award of contract or is found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the next lowest bidder will have to match the price of the lowest bidder.

8.23. Notification of Award

1. Prior to expiration of the period of Bid validity, the TENDERER will notify the successful Bidders and issue Lol/ Work Order.

8.24. Signing of Contract

1. Within Fifteen (15) working days from the notification of award, the successful Bidder shall sign and date the Contract and return it to the TENDERER.

8.25. Amendment to the Agreement

1. Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws applicable in the state of Gujarat.

8.26. Contract Obligations

1. If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within fifteen (15) working days along with the inception report and working schedule as per the tender requirements & if the project work is not started within fifteen (15) working days after submission of PBG as mentioned, the TENDERER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
2. Once the contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder's bid and all previous correspondence.

8.27. Books and Records

1. Successful bidder shall maintain adequate Documents Related to project's physical materials & equipment for inspection and audit by the TENDERER or its nominated agency during the terms of Contract until expiry of the performance guarantee.

9. GENERAL CONDITIONS OF CONTRACT

9.1. Applicability

1. These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the TENDERER shall be final and binding on the successful bidder.

9.2. Severability

1. If any term, clause or provision of the agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of any other term, clause or provision of the agreement and such invalid term clause or provision shall be deemed to have been deleted from the agreement and if the invalid portion is such that the remainder cannot be sustained without it, both parties shall enter into discussions to find a suitable replacement to the clause that shall be legally valid.

9.3. Patent Rights

1. The O&M agency shall indemnify TENDERER against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the equipment's and services or any part thereof.

9.4. Assignment

1. The O&M agency shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons.

9.5. Termination of Service

1. Termination by the TENDERER – As the continuity of network is one of the major issues to any public service communication, the TENDERER reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 15 days' notice in writing:
 - 1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
 - 1.2. In case the TENDERER finds illegal use of connections, hardware, software tools, manpower etc. that are dedicated to the TENDERER'S project(s);
 - 1.3. In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;
2. Termination by Successful bidder –The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days' notice if the payment to the Successful bidder is due for more than 2 (two) consecutive quarters.

3. Conditions of Termination –

- 3.1. Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default.
- 3.2. Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.
- 3.3. During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the commencement of such notice period.

9.6. Force Majeure

1. Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money.
2. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Successful bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Successful bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.
3. Force Majeure Events: The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.
4. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:
 - 4.1. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - 4.1.1. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - 4.1.2. Explosion or chemical contamination (other than resulting from an act of war);
 - 4.1.3. Pandemic / Epidemic;

- 4.1.4. Any event or circumstance of a nature analogous to any of the foregoing.
- 4.2. Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
- 4.2.1. Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:
- 4.2.1.1. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
- 4.2.1.2. Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide or are of political nature;
- 4.2.1.3. Any event or circumstance of a nature analogous to any of the foregoing.
5. Force Majeure Exclusions; Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:
- 5.1. Unavailability, late delivery
- 5.2. Delay in the performance of any contractor, sub-contractors or their agents;
6. Procedure for calling Force Majeure: The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

9.7. Resolution of Disputes

1. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
2. In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
3. The place of the arbitration shall be Gandhinagar, Gujarat.
4. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
5. The proceedings of arbitration shall be in English language.
6. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.

7. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

9.8. Taxes & Duties

1. Successful Bidder is liable for all applicable taxes and duties at actual & will be paid by the TENDERER at the time of releasing the payments.

9.9. Indemnity

1. Successful Bidder will defend and/or settle any claims against the TENDERER that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. TENDERER will rely on Successful Bidder's response and cooperation with our defence.
2. Bidder may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license.
3. If these options are not available, the bidder shall refund to the TENDERER the amount paid for the affected product or, for support services, or, for professional services.
4. Bidder is not responsible for claims resulting from any unauthorized use of the products or services by the TENDERER.

9.10. Limitation of Liability

1. Successful bidder's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the TENDERER within the remaining duration of the contract term from the day claim is raised and selected agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

9.11. Information Security

1. The successful bidder shall not carry and / or transmit any material, information, layouts, diagrams, storage media or any other goods / material in physical or electronic form, which are proprietary to or owned by TENDERER, without prior written permission from THE TENDERER.
2. The successful bidder shall adhere to the Information Security policy developed by the TENDERER.
3. The successful bidder acknowledges that the TENDERER business data and other the TENDERER proprietary information or materials, whether developed by the TENDERER or being used by the TENDERER pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the TENDERER and successful bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by successful bidder to protect its own proprietary information.

4. The successful bidder recognizes that the goodwill of the TENDERER depends, among other things, upon successful bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by successful bidder could damage the TENDERER and that by reason of Implementation Agency's duties hereunder.
5. The successful bidder may come into possession of such proprietary information even though successful bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. The successful bidder shall use such information only for the purpose of performing the said services.

9.12. Use of Agreement Documents and Information

1. The Successful bidder shall not without prior written consent from the TENDERER disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of TENDERER in connection therewith to any person other than the person employed by the successful bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
2. The Successful bidder shall not without prior written consent of TENDERER make use of any document or information made available for the project except for purposes of performing the Agreement.
3. All project related documents issued by TENDERER other than the Agreement itself shall remain the property of TENDERER and Originals and all copies shall be returned to TENDERER on completion of the Successful bidder's performance under the Agreement, if so required by the TENDERER.

9.13. Performance Bank Guarantee

1. The Successful bidder shall furnish PBG as per the format provided in the bid document to the TENDERER in the form of bank guarantee towards faithful performance of the contract obligation, and performance of the services during contract period. In case of poor and unsatisfactory field services, the TENDERER shall invoke the PBG.
2. The Performance Bank Guarantee shall be in the prescribed format attached herewith as an annexure to the RFP document to be submitted Within 15 working days of receipt of award, from any Nationalized Bank/ICICI Bank /AXIS Bank /Kotak Bank /HDFC bank located in India.
3. The Bank Guarantee shall be valid for duration of 180 days beyond the expiry of contract.
4. The Performance Guarantee shall be discharged by the TENDERER and returned to the successful bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

9.14. Bidder's Team

1. The Bidder shall supply to THE TENDERER an organization chart showing the proposed organization / manpower not less than the proposal made in the proposed technical solution of the RFP, to be established by the Bidder for execution of the work / facilities including the identities of the key personnel to be deployed during Kick-off meeting.
2. The Bidder shall promptly inform THE TENDERER in writing of any revision or alteration in such organization chart.
3. The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs / charges in connection thereof.
4. The Bidder shall provide and deploy only those manpower resources on the Site for carrying out the work, who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.
5. TENDERER may at any time object to and require the Bidder to remove forthwith from the site an employee of the Bidder or any persons deployed by Bidder or it's sub-contracted agency, if in the opinion of THE TENDERER, the person in question has misconducted himself or professional incompetence or negligence or for being deployed for work for which he is not suited or his deployment is otherwise considered undesirable by THE TENDERER, the Bidder shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of THE TENDERER.
6. The Bidder shall consider the request and may accede to or disregard it. The TENDERER having made a request as aforesaid in the case of any person which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the TENDERER.
7. THE TENDERER shall state to the Bidder in writing its reasons for any request or requirement pursuant to this clause.
8. The Bidder shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
9. In case of change in its team composition owing to attrition the Bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.

9.15. Right of Monitoring, Inspection and Periodic Audit

1. TENDERER reserves the right to inspect and monitor / assess the progress / performance / maintenance of the project and/or its component's at any time during the course of the Contract.
2. The TENDERER may demand, and upon such demand being made The TENDERER, the bidder shall be provided with any document, data, material or any other information which it may require to assess the progress of the project/delivery of services.
3. TENDERER shall also have the right to conduct, either itself or through another third party as it may deem fit, an audit to monitor the performance of the successful bidder, its obligations / functions in accordance with the standards committed to or required by the TENDERER and the successful bidder undertakes to cooperate with and provide to TENDERER or its designated agency, all documents and other details as may be required by them for this purpose.
4. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the successful bidder failing which TENDERER may without prejudice to any other rights that it may have issued a notice of default.

9.16. Confidentiality

1. The bidder understands and agrees that all materials and information marked and identified by TENDERER as 'Confidential' are valuable assets of TENDERER and are to be considered TENDERER's proprietary information and property.
2. The bidder will treat all confidential materials and information provided by TENDERER with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. The successful bidder will not use or disclose any materials or information provided by TENDERER without TENDERER's prior written approval.
3. The bidder shall not be liable for disclosure or use of any materials or information provided by TENDERER or developed by the bidder which is:
 - 3.1. possessed by the bidder prior to receipt from TENDERER, other than through prior disclosure by TENDERER, as documented by bidder's written records;
 - 3.2. published or available to the general public otherwise than through a breach of Confidentiality; or
 - 3.3. Obtained by bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to TENDERER; or
 - 3.4. Developed independently by the bidder.
4. In the event that successful bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, successful bidder shall promptly notify TENDERER and allow TENDERER a reasonable time to oppose such process before making disclosure.

5. Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause TENDERER irreparable harm, may leave TENDERER with no adequate remedy at law and TENDERER is entitled to seek to injunctive relief.
6. TENDERER does not wish to receive the Confidential Information of bidder, and bidder agrees that it will first provide or disclose information which is not confidential. Only to the extent that TENDERER requests Confidential Information from bidder, then bidder will furnish or disclose Confidential Information.
7. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP.
8. Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure.
9. Nothing contained in this contract shall limit the bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

9.17. Exit Management

9.17.1. Purpose

1. This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties shall ensure that their respective associated entities, in case of THE TENDERER, any third party appointed by THE TENDERER and in case of the O&M agency, the subcontractors, carry out their respective obligations set out in this Exit Management Clause.
2. The exit management period starts 3 months before the expiry of contract or in case of termination of contract, the date on which the notice of termination is sent to the O&M Agency. The exit management period ends on the date agreed upon by THE TENDERER or 6(six) months after the beginning of the exit management period, whichever is earlier.
3. The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the vendor carry out their respective obligations set out in this Exit Management Clause.
4. Before the expiry of the exit management period, the Bidder shall deliver to THE TENDERER or its nominated agencies all new or up-dated materials, and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.

9.17.2. Cooperation and Provision of Information

1. During the exit management period:
 - 1.1. The Bidder will allow THE TENDERER or any third party appointed by THE TENDERER, access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable THE TENDERER or

any third party appointed by THE TENDERER to assess the existing services being delivered;

- 1.2. Promptly on reasonable request by THE TENDERER or any third party appointed by THE TENDERER, the Bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the "Contract", the Project Plan, SLA and Scope of Work, relating to any material aspect of the services.
- 1.3. THE TENDERER or any third party appointed by THE TENDERER shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The GSWAN operator shall permit THE TENDERER or any third party appointed by THE TENDERER to have reasonable access to its employees and facilities as reasonably required by THE TENDERER or any third party appointed by THE TENDERER to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer.
- 1.4. Before the end of exit management period, the Bidder will ensure a successful trial run of Network administration, Facility management including helpdesk management etc. by THE TENDERER or by any third party appointed by THE TENDERER.
2. Confidential Information, Security and Data
 - 2.1. The Bidder will promptly, on the commencement of the exit management period, supply to THE TENDERER or any third party appointed by THE TENDERER the following:
 - 2.1.1. Information relating to the current services rendered and performance data relating to the performance of sub-contractors/bandwidth providers in relation to the services.
 - 2.1.2. Documentation related to Intellectual Property Rights.
 - 2.1.3. All confidential information related to THE TENDERER.
 - 2.1.4. Documentation relating to sub-contractors.
 - 2.1.5. All current and updated THE TENDERER data as is reasonably required by THE TENDERER or any third party appointed by THE TENDERER for purposes of transitioning the services to THE TENDERER or any third party appointed by THE TENDERER, in a format prescribed by THE TENDERER or any third party appointed by THE TENDERER.
 - 2.1.6. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable THE TENDERER or any third party appointed by THE TENDERER, to carry out due diligence in order to transition the provision of the Services to THE TENDERER or any third party appointed by THE TENDERER, (as the case may be).
 - 2.2. Before the expiry of the exit management period, the Bidder shall deliver to THE TENDERER or any third party appointed by THE TENDERER all new or updated materials and shall not retain any copies thereof.
 - 2.3. Before the expiry of the exit management period, unless otherwise provided under the "Contract", THE TENDERER or any third party appointed by THE TENDERER shall

deliver to the Bidder all forms of “O&M agency’s” confidential information which is in the possession or control of THE TENDERER or any third party appointed by THE TENDERER.

3. Right of Access to Premises

3.1. At any time during the exit management period, where Assets are located at the O&M agency’s premises, the Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) THE TENDERER or any third party appointed by THE TENDERER in order to take stock of the Assets.

3.2. The Bidder shall also give THE TENDERER or any third party appointed by THE TENDERER, right of reasonable access to its premises and shall procure THE TENDERER or any third party appointed by THE TENDERER, rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the “Contract” as is reasonably necessary to migrate the services to THE TENDERER or any third party appointed by THE TENDERER.

4. General Obligations of the O&M agency

4.1. The Bidder shall provide all such information as may reasonably be necessary to bring into effect seamless handover as practicable in the circumstances to THE TENDERER or any third party appointed by THE TENDERER and which the Bidder has in its possession or control at any time during the exit management period.

4.2. For the purposes of this Clause, anything in the possession or control of any O&M agency, associated entity, or sub-contractor is deemed to be in the possession or control of the O&M agency.

4.3. The Bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

9.17.3. GENERAL CONDITIONS

1. The Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
2. Each Exit Management Plan shall be presented by the Bidder to and approved by THE TENDERER or any third party appointed by THE TENDERER.
3. In case of expiry or termination of contract, each Party shall comply with the Exit Management Plan.
4. During the exit management period, the Bidder shall use its best efforts to deliver the services.
5. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
6. This Exit Management plan shall be furnished in writing to THE TENDERER or any third party appointed by THE TENDERER within 90 days from the Effective Date of “Contract”.

9.17.4. Exit Management Plan

1. The Bidder shall provide THE TENDERER or any third party appointed by THE TENDERER with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the "Contract" as a whole and in relation to the Project Plan, SLA and Scope of Work.
2. A detailed programme of the transfer process that could be used in conjunction with THE TENDERER or any third party appointed by THE TENDERER including details of the transfer process and of the management structure to be used during the transfer.
3. Plans for the communication with such of the O&M agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on THE TENDERER's operations as a result of undertaking the transfer.
4. Identification of specific security tasks necessary at termination.
5. Plans for provision of contingent support to THE TENDERER or any third party appointed by THE TENDERER for a reasonable period after transfer for the purposes of seamlessly replacing the Services.

9.18. Change Requests

1. TENDERER may at any time, by a written order given to the successful bidder make changes within the general scope of the contract in any one or more of the following:
 - 1.1. Change in address for delivery of equipment.
2. TENDERER may at any time, by a written order given to the O&M agency make changes within the general scope of the contract in any one or more of the following during the contract period:
 - 2.1. The service to be provided by the successful bidder.
 - 2.2. Change in QoS parameters at any office location or across all locations.

9.19. Approvals/Clearances

1. Necessary approvals/ clearances from concerned authorities, for establishing the proposed project are to be obtained by the Bidder, in case if any assistance is required from the TENDERER the same shall be extended accordingly after due consideration.
2. Necessary approvals / clearances from concerned authorities, as required, for fire protection, government duties / taxes are to be obtained by the Bidder.
3. Necessary approvals/ clearances from DoT/TEC/TRAI/ Concerned authorities, for establishing the network and connecting different Network elements shall be obtained by the Bidder.

9.20. Provision of Space/Utilities

1. Necessary electrical AC power supply at every site will be provided for the Successful bidder by the TENDERER.

2. The entry and exit to the site for the equipment and personnel of the Successful bidder shall be in accordance with Security Rules and Regulations that may apply to the Campus where the site is located.
3. The Bidder shall obtain the required permission to enable the successful bidder employees or its authorized personnel to enter in the premises where the Services are provided for related activities. This shall be in accordance with Security Rules and Regulations that may apply to the Campus where the site is located.

9.21. Project Management and Implementation

1. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
2. It is mandatory for the Bidder to deploy qualified professional to install, commission & maintain the network, as defined under scope of work.
3. The bidder will be responsible to undertake and complete the works related to supply, installation and commissioning of entire network within the duration prescribed by the TENDERER.
4. The bidder will be responsible to provide the desired Bandwidth at all the locations at the agreed price. The works are to be completed on turnkey basis. The Bidder shall be responsible for implementation of the work as defined.
5. The network connectivity shall be supplied strictly in accordance with the specifications and SLA's as stated in this RFP.
6. The Bidder will have to carry out reinstallation or shifting of the Local Circuit and related equipment 'Free of Cost', to a maximum distance of 100 meters, for distance beyond 100 meters the link will be considered as a new link and the charges shall be paid in accordance to the price bid. The bidder shall act as single Agency to organize and manage the entire project – including supply, installation and commissioning of the equipments & network connectivity procured under this RFP for the entire duration of the project.
7. Any proposed equipment's shall be new and no second hand\refurbished equipment shall be accepted. Occurrence of such an event, will amount to mischief and fraudulence and the Bidder shall be liable for penal action.
8. As part of implementation phase the Successful bidder shall provide details of equipment that will be incorporated in the proposed system, material and manpower as required. The location for storing spare parts and quantity, if any, there on should also be clearly indicated.
9. The Bidder need to manage & maintain various records related to the services extended to the TENDERER.
10. If required, the Bidder may need to coordinate and approach various agencies working for the TENDERER.
11. The bidder needs to maintain the required security of the network as per the Security guidelines of DoT/TRAI and its revision from time to time.

12. The Bidder is responsible to maintain the documentation on the progress of the work and will have to update the same on weekly basis. Successful bidder will have to submit the progress reports regularly, as per the guide line issued by the TENDERER.
13. In case of outages, the Bidder needs to replace or repair the faulty part/component/device to restore the services at the earliest. The cost of the repairing or replacement of faulty component/device has to be entirely born by the Bidder.
14. All expenses related to component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Bidder as part of Contract Agreement.
15. The Successful bidder will implement the project strictly as per the plan approved by the TENDERER. The Successful bidder will have to complete provisional Final Acceptance Test of the equipment to the satisfaction of the TENDERER. This period may be extended depending upon the fulfilment of Conditions Precedent.
16. The Successful bidder shall provide the necessary technical support, Standard Operating Procedure (SOP) and other information to the TENDERER and its user organizations in implementing the proposed system applications.
17. The Successful bidder may have to work during Holidays and Sundays, according to the urgency of work. The Successful bidder will obtain such permission on his own in consultation with the associated department(s)/organizations. It will be the responsibility of the Successful bidder to co-ordinate with all other stakeholders working with the TENDERER in order to obtain NOC required to execute the job.
18. The Successful bidder shall not disturb or damage the existing network, if any. If in case any damage to the network is done, the same shall be corrected with no extra cost to the TENDERER. The Successful bidder shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.
19. In case of the material/solution supplied and installed is rejected owing to its non-conformity to the specification or due to the poor quality of workmanship, the same shall be replaced promptly.
20. The Successful bidder shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from the TENDERER.
21. Any damage caused to the property of the TENDERER or any other department/agency while executing the job shall be sole responsibility of Successful bidder. In case any damage to the property is caused, the same will be recovered from the Successful bidder. No extra cost shall be paid to the Successful bidder for such reasons.
22. The Successful bidder shall have to furnish the documentation of the work undertaken in consultation with the TENDERER or its representative. Three sets of such documentation should be provided before the issue of completion certificate.
23. In the event of the delay in delivery of contracted services or services is not satisfactory the TENDERER, the TENDERER may procure goods/ services from elsewhere as prescribed in bid and Successful bidder shall be liable without limitations for the

difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the Successful bidder.

24. All work shall be performed and executed by the Successful bidder in strict conformity with the representative from the TENDERER and any relative instruction issued to the Successful bidder from time to time.
25. The TENDERER will carry out all inspection and testing and acceptance of work done by the successful bidder. All Invoices, Vouchers, Bills for supplied goods and services by the Successful bidder under the scope of the work will be verified measured and accepted by such designated TENDERER representative, for release of payment.

10. INDICATIVE BOQ & PRICE BID

S/ N	Component	UoM	Quantity	Unit price (W/O Taxes)	Total Price (W/O Taxes)	TAX (%)	Total Price (with Taxes)
			A	B	C=A*B	D	E = C+C*D%
1.	SDWAN Appliance	Nos	4				
2.	Firewalls	Nos	8				
3.	Core Switch	Nos	4				
4.	TOR Switch	Nos	8				
5.	Access Switch	Nos	13				
6.	Load Balancer	Nos	4				
7.	Server Type 1	Nos	14				
8.	Server Type 2	Nos	7				
9.	KVM Switch with Monitor	Nos	2				
10.	SAN Storage	Nos	4				
11.	Backup Solution	No. of hosts	14				
12.	NAS Storage	Nos	2				
13.	Tape Drive	Nos	3				
14.	NTP Appliance	Nos	2				
15.	Desktop	Nos	5				
16.	Laptop	Nos	10				
17.	HSM - nShield Edge	Nos	3				
18.	HSM - nShield XC Base	Nos	4				
19.	HSM - nShield XC Mid	Nos	14				
20.	E token – 5110 Plus	Nos	250				
21.	Safenet Authentication Client	Nos	250				

22.	Virtualization Software Enterprise edition or higher including operation Manager, Log Analytics & Lifecycle Manager	Nos	28				
23.	Virtualization Software Standard Edition	Nos.	14				
24.	Virtualization Management Software	Nos.	2				
25.	Replication Software & Site Failover	Nos.	1				
26.	NMS/EMS with APM Application – 10	Nos	1				
27.	Antivirus Solution (Server Security)	Nos	120				
28.	Antivirus Solution) (End Point Protection)	Nos	40				
29.	Log Management Tool (SIEM)	Nos.	2				
30.	Database License (Microsoft SQL Standard)	Nos.	6				
31.	Windows Server Data center 2022 16 Core	Nos	63				
32.	Network Access Control (NAC)	Nos	2				
33.	PostGre SQL Support	Set	1				
34.	LDAP Support	Set	1				
35.	nShield Connect Additional Client Lic	Nos	84				
36.	Other		1				
Total of Schedule I							

Schedule II									
S/ N	Logical Name	Software	QTY in Prod	QTY in DR	QTY in Test	Unit Price (W/O Taxes)	Total Price (W/O Taxes)	TAX (%)	Total Price (with Taxes)
			A			B	C=A*B	D	E = C+C*D%
Phase-A BOM									
1	Country Signing CA	Entrust Authority Security	1	1	1				

		Manager 8.2 - Country Signing CA							
		Entrust Authority Security Manager Administration 8.2	1	0	1				
		Entrust Authority Administration Services 8.4 – CSR Enrolment Service	1	1	1				
		Bundled Enterprise User Limit	20	0	20				
		Bundled Entelligence Security Provider 10.0 for Windows	10	0	10				
		Additional Enterprise User Limit	30	0	0				
		Additional Entelligence Security Provider for Windows 10	30	0	0				
2	ePassport Services CA	Entrust Authority Security Manager 8.2 - ePassport Services CA	2	2	1				
		Entrust Authority Security Manager Administration 8.2	2	0	1				
		Entrust Authority Administration	2	2	1				

		Services 8.4 – CSR Enrollment Service							
		Bundled Enterprise User Limit	40	0	20				
		Bundled Entelligence Security Provider 10.0 for Windows	20	0	10				
		Additional Enterprise User Limit	60	0	0				
		Additional Entelligence Security Provider 10.0 for Windows	60	0	0				
3	Document Signer	Entrust Authority Document Signing Service 9.0	2	0	1				
		Bundled Enterprise User Limit	2	0	1				
4	QA Verification server	Entrust Inspection System Concentrator 8.1	2	0	1				
		AS (DVWS)	2	0	1				
5	QA Workstation	Entrust Authority Inspection System Client 8.2	2	0	1				
6	DLS & MLS Server	AS V10 (MLS and OTCU Client services)	2	2	1				
7	CRL Copier PKI OnPrem		2	2	1				
8	Gemalto - 5110+ Token + SAC	Gemalto - 5110+ Token + SAC	100	100	50				

9	Gemalto - Safenet Authentication Client	Gemalto - Safenet Authentication Client	100	100	50				
Total of Phase-A BOM									
Phase-B BOM									
10	National Public Key Directory	Entrust Authority Administration Services 8.4 - NPKD Service	2	2	1				
		Bundled Enterprise User Limit	40	0	20				
		Bundled Entelligence Security Provider 10.0 for Windows	20	0	10				
11	PKD- Reader/Writer Server	AS V10 (PKD- Reader and PKD- Writer services)	2	2	1				
Total of PhaseB BOM									
Phase-C BOM									
12	Verification & Validation (BAC) - Delhi	Entrust Authority Inspection System Client 9	200	0	1				
		Entrust Inspection System Concentrator 9	4	4	1				
13	DVWS, DV Admin and DVCKM server	AS V10 (DVWS, DVCKM and DV Admin services)	2	2	1				
14	DVWS Front- End Server		2	2	1				
Total of Phase-C BOM									
Phase-D BOM									
15	Country Verifying CA (CVCA)	Entrust Authority Security Manager 8.1 SP1 (Standalone)	2	2	1				

		Entrust Authority Security Manager Administration 8.1 SP1	2	0	1				
		Entrust Authority Administration Services 8.4 - CVCA Admin	2	2	1				
		Bundled Enterprise User Limit	40	0	20				
		Bundled Entelligence Security Provider 10.0 for Windows	20	0	10				
		EA Domestic DV User Cal	500	0	250				
		EA Foreign DV User Cal	500	0	250				
		Additional Enterprise User Limit	60	0	0				
		Additional Entelligence Security Provider 10.0 for Windows	60	0	0				
16	Single Point of Contact Infrastructure	Entrust Authority Security Manager 8.2 - SPOC CA	2	2	1				
		Entrust Authority Security Manager Administration 8.2	2	0	1				
		Entrust Authority Administration	2	2	1				

		Services 8.4 – SPOC							
		Bundled Enterprise User Limit	40	0	20				
		Bundled Entelligence Security Provider 10.0 for Windows	20	0	10				
		Additional Enterprise User Limit	60	0	0				
		Additional Entelligence Security Provider 10.0 for Windows	60	0	0				
17	DVCA	Entrust Authority Security Manager 8.1 SP1 - Document Verifying CA	2	2	1				
		Entrust Authority Security Manager Administration 8.1 SP1	2	0	1				
		Entrust Authority Administration Services 8.4 - DVCA Admin	2	2	1				
		Enterprise User Limit	40	0	20				
		Entelligence Security Provider 10.0 for Windows	20	0	10				
		Additional Enterprise User Limit	60	0	0				

		Additional Entelligence Security Provider 10.0 for Windows	60	0	0				
18	Services-SPOC CES and CSRES and SPOC Admin and SPOC WS Server	AS V10 (CES, CSRES, SPOC Admin and SPOC WS)	2	2	2				
19	SPOC WS Front-End Server		2	2	2				
Total of Phase-D BOM									
Total of Schedule-II (A+B+C+D)									

Schedule III (Annual Recurring Charges)							
S/N	Component	UoM	Quantity	Unit price (W/O Taxes)	Total Price (W/O Taxes)	TAX (%)	Total Price (with Taxes)
1.	O&M Charges for 7 years including Manpower	Nos	1				
Total of Schedule III							

Schedule IV – ARC (Annual Recurring Charges)							
S/N	Component	UoM	Quantity	Unit price (W/O Taxes)	Total Price (W/O Taxes)	TAX (%)	Total Price (with Taxes)
1.	P2P	Mbps	40 Mbps				
2.	Gateway (DC)	Mbps	10 Mbps				
3.	Gateway (DR)	Mbps	10 Mbps				
4.	Hub (DC)	Mbps	50 Mbps				
5.	Hub (DR)	Mbps	50 Mbps				
6.	Spoke (2 Site)	Mbps	2 Mbps				
Total of Schedule IV							

NOTE:

- Quantity mentioned above is Indicative only for bid evaluation purpose. Order will be placed as per the actual requirement.
- L1 will be the lowest cost to the TENDERER i.e Total of Schedule I , II , III & IV

3. The O&M of Price bid should not be less than 30% of amount quoted in total of Price bid. If any bidder quotes lesser amount, then the shortfall amount will be withheld from amount quoted in “**Total of Schedule I&II**” of price bid and shall be treated as amount due for O&M and shall be released as per O&M payment terms.
4. The quoted price will be treated as a rate contract and the prices shall be valid for contract period.
5. Non-acceptance of the above condition(s) or Conditional bid shall be rejected.
6. Bidder is required to quote one make & model for each line item. Further, bidder is not allowed to change the quoted make/OEM during the contract tenure.

11. ANNEXURE'S

11.1. Annexure - 1: Indicative Network Diagram

Attached.

11.2. Annexure - 2: Location Wise Link Details

S/ N	Location	Connectivity Type (Hub / Spoke / P2P / Internet Gateway)	Connectivity Required (MPLS / LL / IBW)	BW required (Mbps)
1.	DC to DR	P2P	LL	40 Mbps
2.	DC	Gateway	IBW	10 Mbps
3.	DR	Gateway	IBW	10 Mbps
4.	DC	Hub	MPLS	50 Mbps
5.	DR	Hub	MPLS	50 Mbps
6.	Remote locations	Spoke	MPLS	2 Mbps

11.3. Annexure - 3: Location details

S/ N	Location	Location Type	Address
1.	Ahmedabad-DC	DC	502, GNFC Infotower, Bodakdev, S G Highway, Ahmedabad – 380 054
2.	Bharuch-DR	DR	GNFC, ISD Department, PO. Narmadanagar, Dist. Bharuch, Gujarat, INDIA

12. FORMATS

12.1. Bid Letter Format

(Shall be submitted on Bidder's letterhead duly signed by Authorized signatory along with official Authorization letter)

Date:

**To,
Person & Address**

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria

Ref: "RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR FOR SUPPLY, INSTALLATION, COMMISSIONING AND OPERATIONS & MAINTENANCE OF IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES"

Dear Sir,

With reference to above referred tender, I, undersigned <<**Name of Signatory**>>, in the capacity of <<**Designation of Signatory**>>, is authorized to give the undertaking on behalf of <<**Name of the bidder**>>.

We wish to inform you we have examined the bidding documents, we the undersigned, offer to provide the services as detailed in the above-mentioned bid submitted by us along with following:

1. Earnest Money Deposit (EMD): We have enclosed an EMD in the form of a Demand Draft no. dated xx/xx/xxxx for Rs. XXXX(amount in words) drawn on _____. This EMD is liable to be forfeited in accordance with the provisions of this RFP.
2. Performance Bank Guarantee: We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in Annexure 7.
3. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
4. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

If our Bid is accepted, we undertake to;

1. Provide the requisite services within the time frame as defined in the bid documents (and as amended from time to time)
2. Maintain validity of the Bid for a period of 180 Days from the date of Bid submission or as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.

In case of breach of any tender terms and conditions or deviation from bid specification, the decision of TENDERER's Committee for disqualification will be accepted by us.

Thanking you,
For <Name of the bidder>>
<<Authorized Signatory>>
<<Stamp of the bidder>>

12.2. Financial Capabilities

S/N	Year	Turnover in Rs.(Lakhs)	Documentary Evidence Attached
1.	2017-18		
2.	2018-19		
3.	2019-20		
4.	2020-21		
5.	2021-22		

NOTE:

1. Upload the audited financial statement/ audited annual report of the last Five financial years.
2. Bidder shall upload documentary evidence.
3. The MSI to upload separate document for ISP also.

12.3. Technical Capabilities

S/ N	Client Name	Project Name	Nature of Assignment	Project Details (As per Pre-Qualifications Criteria)	Contact Details
1.					
2.					
3.					

NOTE:

1. Upload the copy of successful work completion/on-going work certificates from client/ Work Order/ Purchase Order, Self-certificate of completion (certified by the CA or work order and phase completion certificate from client etc.
2. Please mention only those projects which meet the criteria of eligible bidder.
3. The MSI to upload separate document for ISP also.

12.4. Compliance Statement

S/N	RFP Clause No.	RFP Clause	Complied (Y/N)	Comments
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Note:

1.1.1. The Clause by Clause Technical Compliance should be submitted on Bidder's Letter Head duly signed by Authorized Signatory.

1.1.2. The MSI to upload separate document for ISP also.

12.5. EMD Format

Ref:

Bank Guarantee No.

Date:

To,
GNFC Ltd
14th Floor, Tower One, Road 5C, Zone 5,
GIFT City, Gandhinagar – 382 355
Gujarat, India

Whereas _____ (here in after called "the Bidder") has submitted its bid dated: _____ in response to the Tender No: _____ for RFP for _____ KNOW ALL MEN by these presents that WE _____ (hereinafter called "the Bank") are bound unto the GNFC Ltd, in the sum of Rupees _____/- (Rupees _____) for which payment well and truly to be made to GNFC Ltd, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2019

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:

A. If a Bidder withdraws its bid during the period of bid validity,

B. Does not accept the correction of errors made in the tender document;

C. In case of a successful Bidder, if the Bidder fails:

(i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or;

(ii) To furnish performance bank guarantee as mentioned above or

(iii) If the bidder is found to be involved in fraudulent practices.

(iv) If the bidder fails to submit the copy of purchase order & acceptance thereof

We undertake to pay to the GNFC LTD/Purchaser up to the above amount upon receipt of its first written demand, without GNFC LTD/ Purchaser having to substantiate its demand, provided that in its demand GNFC LTD/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2019



Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

12.6. PBG Format

(To be executed on a Non-Judicial Stamp Paper of Rs.100/-)

SECURITY BOND

(Guarantee for Performance, Workmanship, Defects and Deficiencies)

THIS SECURITY BOND made this _____ day of _____, 200__

BY

_____ a Banking Company incorporated
under the _____ and having its Head Office at
_____ and a Branch Office at
_____ (hereinafter referred to as the "Surety")

IN FAVOUR OF

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED, 14th Floor, GIFT ONE
Tower, GIFT CITY, Road 5C, Zone 5, Gandhinagar - 382355, Gujarat. a Public Company
incorporated in the State of Gujarat under the Companies Act, 1956 (Act - I of 1956) and

having its Registered Office at P.O. Narmadanagar-392 015, Dist. Bharuch, Gujarat (hereinafter referred to as "GNFC").

WHEREAS

- (1) @ GNFC has entered into an agreement under PO/WO No. PO on the (hereinafter referred to as the "Contract") with MESSRS. a _____ Company incorporated in the State of _____ under the Companies Act, 1956 (Act of 1 of 1956) having its Registered Office at _____ (hereinafter referred to as the "Contractor" which expression shall include its successors and permitted assigns where the context so admits) for the works and jobs described in the Contract, and hereinafter referred to as the "Let Work".
- (2) Under the provisions of the Contract, the Contractor is required to furnish at its cost to GNFC, a Security Bond in the form of a Bank Guarantee, in the amount of Rs. -----/- (Say Rupees ----- only), being the amount equivalent to **10% (Ten per cent)** of the total amount of cost of the Let Work, namely, Rs. -----/- (Say Rupees ----- Only) to cover the Contractor's obligations and liabilities as to the performance, workmanship, defects and deficiencies of and in the Let Work, valid till the end of _____ months after the date of satisfactory completion and acceptance of the entire Let Work in all respects.
- (3) The Surety has at the request of the Contractor agreed to issue this Security Bond as the irrevocable letter of Bank Guarantee in terms of the said Clause No. -- of the Contract on behalf of the Contractor, and GNFC has agreed to accept the same.

NOW THIS BOND WITNESSETH AND KNOW ALL MEN BY THESE PRESENTS that the Surety is hereby held and firmly bound unto GNFC for the sum of Rs. -----/- (Say Rupees ----- Only) to be paid to GNFC at its Registered Office on first demand without any demur, dispute or objection, for the payment of which sum well and truly to be made, the Surety hereby unconditionally and irrevocably binds itself, its successors, executors, administrators, assigns and transferees, firmly by these presents.

IT IS HEREBY STIPULATED AND AGREED that the Surety shall pay to GNFC as aforesaid at the Registered Office of GNFC, without any demur, dispute or objection, forthwith on receipt of a written request from GNFC notifying any breach, failure or default by or on the part of the Contractor in providing, doing, performing, executing, fulfilling, keeping or carrying out any, each and every obligations and liabilities as agreed to between the Contractor and GNFC under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, or any loss or damage caused to or suffered by GNFC by reason of any breach, failure or default by or on the part of the Contractor in providing, doing, performing, executing, fulfilling, keeping or carrying out any, each and every of the obligations and liabilities under and on the terms and conditions of the Contract in regard to performance,

workmanship, defects and deficiencies of and in the Let Work. Such notification of any breach, failure or default on the part of the Contractor or as to the loss or damage caused to or suffered by GNFC will be binding and conclusive upon the Surety and will not be called in question for whatsoever reason by the Surety and/or the Contractor.

NOW THE CONDITION OF THIS OBLIGATION IS THAT if the Contractor shall faithfully provide, do, perform, execute, fulfil, keep and carry out each and every of its obligations and liabilities under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work in time and manner provided therein and to the satisfaction of GNFC, and GNFC shall certify that the claims or dues, if any, under or by virtue of the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, are all fully paid, satisfied and discharged and/or the obligations, liabilities, terms and conditions under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, have been fully and properly provided, done, performed, executed, fulfilled, kept and carried out by the Contractor, and accordingly discharges this guarantee, then this obligation shall be null and void; otherwise the same shall remain in full force and effect.

The GNFC shall be at full liberty without reference to the Surety and without affecting the guarantee given hereunder to postpone for any time or from time to time the exercise of any of the powers and rights conferred on GNFC under the Contract, or to enforce or to forbear from enforcing any such powers and rights, and the liability of the surety hereunder shall not in any way be impaired or discharged by reason of any time being granted to the Contractor by GNFC for the provision, doing, performance, execution, fulfilment, keeping and carrying out by the Contractor of all or any of its obligations and liabilities under the Contract in regard to performance, Workmanship, defects and deficiencies of and in the Let Work, or by reason of any forbearance, act or omission on the part of GNFC, whether with or without the knowledge or consent of the Surety, nor it shall be necessary for GNFC to sue the Contractor before suing the Surety for the recovery of the amount hereunder.

The right of GNFC to recover the amount of this Security Bond from the Surety in the manner aforesaid shall not be affected by reason of the fact that any dispute or disputes have been raised by the Contractor with regard to its obligations, liabilities or otherwise under the Contract.

The Guarantee herein contained shall not be determined or affected by change in the constitution/ownership/or the liquidation or winding up or insolvency of the Contractor, and shall in all respects and for all intents and purposes remain in full force and effect and shall be binding and operative until payment of all moneys due to GNFC hereunder, are fully paid.

This is a continuing guarantee and the liability of the Surety hereunder is limited to **Rs. -----**
/- (Say Rupees ----- Only).

This bond shall remain in full force and effect till and including the _____. Unless a claim or demand under this bond is filed with the Surety within six months from the date of expiry of this bond, all rights of GNFC under this bond shall be forfeited, and the Surety shall be relieved and discharged from all liabilities hereunder.

It is further specifically agreed and undertaken that the Surety shall not revoke, cancel or terminate this guarantee at any time during its currency without the prior written consent of GNFC. Upon expiration of the term of validity, this bond shall be regarded as ineffective and may be returned to the Surety.

IN WITNESS WHEREOF the Surety hereto acting through its properly constituted representative, thereunto duly authorised, has caused this Security Bond to be signed and executed in its name and on its behalf and delivered on the day, month and year first hereinabove written.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to : **Rs. -----/- (Say Rupees ----- Only).**

Our Guarantee shall remain in force until _____ unless a claim under the Guarantee is made on us within six months from the validity date i.e. _____ all the rights of the beneficiary under the Guarantee shall be forfeited and the Surety will be relieved and discharged from all liabilities hereunder.

SIGNED SEALED AND DELIVERED
by the SURETY WITHIN NAMED

For and on behalf of

SURETY

12.7. Declaration Regarding Blacklisting

(Shall be submitted on Bidder's letterhead)

To,

Person & Address

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No _____] regarding SELECTION OF MASTER SERVICE INTEGRATOR FOR SUPPLY, INSTALLATION, COMMISSIONING AND OPERATIONS & MAINTENANCE OF IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES. I hereby declare that my company has not been blacklisted by any Ministry of Government of India or by Government of any State in India or by any of the Government PSUs of any State in India.

I further certify that I am the Director/Company Secretary and am therefore, competent in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder) Printed Name

Designation

Seal DIN/MembershipNo. Date:

Business Address:

12.8. Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 by Bidder

(Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division On Bidder's letterhead duly signed by Authorized signatory)

Date:

**To,
Person & Address**

Sub: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: "RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR FOR SUPPLY, INSTALLATION, COMMISSIONING AND OPERATIONS & MAINTENANCE OF IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES"

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfils all requirements in this regard and is eligible to be considered for procurement for Tender No:-XXXXX.

S/N	Item/Component	Quoted Make & Model / Product
1.		
2.		
3.		
4.		

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise TENDERER/End user Dept. reserves the right to take legal action on us

Thanking you,
For <Name of the bidder>>
<<Authorized Signatory>>
<<Stamp of the bidder>>

12.9. Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 by OEM

(Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division On OEM's letterhead duly signed by Authorized signatory)

Date:

**To,
Person & Address**

Sub: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: "RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR FOR SUPPLY, INSTALLATION, COMMISSIONING AND OPERATIONS & MAINTENANCE OF IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES"

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfils all requirements in this regard and is eligible to be considered for procurement for Tender No:-XXXXX.

S/N	Item/Component	Quoted Make & Model / Product
1.		
2.		
3.		
4.		

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise TENDERER/End user Dept. reserves the right to take legal action on us

Thanking you,
For <Name of the bidder>>
<<Authorized Signatory>>
<<Stamp of the bidder>>

12.10.Tripartite Agreement Format

(To be executed on a Non-Judicial Stamp Paper of Rs.100/-)

Tripartite Agreement among (n)Code Solutions, GNFC-IT Division, <<Bidder>>, <<ISP>> for MPLS based network connectivity, Leased Line Connectivity, Internet Bandwidth and related services at various locations under the Project

This Agreement is entered on _____ day of _____ 2010 among <<name of TENDERER>> a company incorporated under the Companies Act 1956 and having its registered office at (hereinafter called the “TENDERER”), of the one part

AND

.....<<name of BIDDER>> (hereinafter called the BIDDER or<<name of BIDDER>> which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns), a company incorporated under the Companies Act 1956 and having its corporate office at FOR PROJECT i.e., Party engaged by vide LOI No: and detailed order no.(herein referred to as the “Purchase Order”) for Supply, installation, integration, testing, commissioning and facility management service of Project covering software, hardware, field survey and networking (MPLS VPN based Wide Area Network services, Internet Bandwidth) and Related Services incidental thereto as specified in the Scope of Work of the said Purchase Order of the second Part.

AND

.....<<name of (ISP)>> (hereinafter referred to as “ISP” which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) a company incorporated under the Companies Act 1956 and having its corporate office at, being a preferred CONNECTIVITY SERVICE PROVIDER for the referred PROJECT engaged for Providing MPLS VPN based Wide Area Network services, Internet Bandwidth incidental thereto as specified in the Scope of Work in the agreement between “Bidder” and “TENDERER” of the third Part.

“TENDERER”, “Bidder” and “ISP” are individually referred as “Party” and collectively as “Parties”.

WHEREAS <<name of TENDERER>>, the party of the first part has contracted <<name of BIDDER>>, the second party, for SUPPLY, INSTALLATION, COMMISSIONING AND OPERATIONS & MAINTENANCE OF IT INFRASTRUCTURE COMPONENTS (hereinafter referred to as “The Project”) vide its RFP No.WHEREAS as per the requirements of the project, TENDERER requires these services for successful implementation of the project.

WHEREAS <<name of BIDDER>>, in order to service its obligation under the above mentioned RFP to the full satisfaction of the TENDERER, had proposed <<name of (ISP)>> as a service provider vide their letter/ offer no _____ dated _____ and now agrees to associate with ISP for execution of the part of the order, to provide support services as detailed in the Purchase Order to the Bidder to be the responsibility of ISP, namely, related to required Bandwidth services for the project.

WHEREAS BIDDER has done the due diligence with respect to the capabilities, technical or otherwise, of ISP for providing the required type of connectivity and services within time frame, quality, security and reliability level as envisaged in the RFP before recommending their name.

WHEREAS the bid price quoted by Bidder for networking and Related Services ("Service") at locations as specified in TENDERER Order Form (hereinafter referred to as the "Locations") for the purpose of utilization by the TENDERER as specified in the PO No.....to Bidder placed by TENDERER, is passed through to ISP by BIDDER in the form of Purchase Order in accordance with the bid proposal datedsubmitted to TENDERER by Bidder, and the Terms & Conditions and SLA of TENDERER, for carrying out the networking and Related Services.

WHEREAS <<name of (ISP)>> has Unified Licenses / Category 'A' ISP & NLD licenses having its network spread across India.

The Purchase Order no. to BIDDER placed byTENDERER on and shall form an integral part of this agreement. ISP and Bidder, shall be responsible jointly and severally for roles and responsibility with respect to the Requisite Services and Bidder, severally, shall be responsible for the obligation as envisaged under RFP for BIDDER, both in the fulfilment of the said Purchase Orders.

WHEREAS by virtue of this agreement, the parties Bidder and ISP bind themselves to the terms & conditions that are embedded in the contract between the first two parties.

Now these presents witness and it is hereby agreed by and between the parties hereto as follows:

1. APPLICATION

This Agreement details the general terms and conditions for the provision of the Services to be rendered by ISP [as per PO placed vide.... /to be placed by BIDDER] and by Bidder [as per PO No.with(TENDERER)]. Upon signing the scope, duration and other services to be so rendered under this Agreement the parties agree to accept and be bound by these terms and conditions.

2. PROVISION OF SERVICE

- a. The provision of the Services is subject to these terms and conditions stated in this Agreement. Where ISP shall accept the Order form from BIDDER, ISP shall provide the

Services required by TENDERER, and by Bidder on behalf of TENDERER, within a timeframe, quality, security and reliability level agreed with between TENDERER, ISP and Bidder. The BIDDER shall provide ISP with a complete network diagram of the set-up along with the details of connectivity at the Locations and services will be provisioned to the TENDERER accordingly. It is the responsibility of BIDDER, severally and jointly with ISP of proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and to submit the SLA performance report of the ISP to the TENDERER on monthly/as and when required basis.

- b. The network links will be provided by ISP and the BIDDER will monitor and report any problems on to the ISP & the TENDERER.
- c. Where the TENDERER deems necessary, it shall have the right to add and/or replace ISP with another ISP. In case of replacement of ISP, the BIDDER shall terminate forthwith all agreements/contracts other arrangements with such ISP and find suitable replacement for such ISP to the satisfaction of the TENDERER at no additional charge. The default / delay on the part of ISP shall not constitute the reasons for waiver of delay or meeting the performance as per SLA for the entire scope of BIDDER work. The BIDDER has to execute the contract as per agreed schedule and SLA and as per contractual provision entered between TENDERER and BIDDER.
- d. Bidder shall ensure that Requisite Services from ISP for project area are available on time when its own system/works that are to be installed/ executed/implemented under PO no.with TENDERER, are ready for testing & commissioning.
- e. The ISP) shall not use the establishments and services installed under this agreement for organizations other than TENDERER.

3. SERVICE TERM

The term of the Services is initially for years (as per BIDDER PO) from the date of commencement of service, and if required, thereafter, shall be extended from time to time as per the terms of the RFP. The Service Commencement Date shall be set forth in accordance with the Purchase Order placed vide..... TENDERER on BIDDER.

4. TERMINATION OF SERVICE

The Termination of this Agreement and Services shall be as per provisions of Termination clause as appearing in PO No.with Bidder.

5. RESPONSIBILITIES OF THE PARTIES

Responsibility of TENDERER

- a. To monitor the project progress against time frame & quality and performance with , quality, security and reliability levels of required services as per agreement with Bidder.
- b. To disburse the payment to the BIDDER upon achievement of the SLA on the basis of performance reports/ SLA reports.

Responsibility of Bidder

- a. To provide MPLS VPN based Wide Area Network services, Internet Bandwidth, incidental thereto as specified in the Scope of Work in the agreement between Bidder and TENDERER.
- b. Timely execution of the part of the order related to required Bandwidth for the project.
- c. To provide ISP with a complete network diagram of the set-up along with the details of connectivity at the Locations and services provisioned to the TENDERER
- d. Proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and submit SLA report to the TENDERER on monthly/as and when required basis.
- e. To ensure that the ISP comply with all relevant and applicable provisions of the Contract.
- f. To ensure compliance of Indian Telecom regulation & statutory requirements while performing the works/services under this agreement.
- g. To obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.
- h. To raise direct invoices against the works/services performed by BIDDER & ISP, as per the terms of the Purchase Order with TENDERER.
- i. To disburse the payment to the ISP upon release of payment by the TENDERER to the BIDDER.

Responsibility of ISP

- a. To provide MPLS VPN based Wide Area Network services, Internet Bandwidth, incidental thereto as specified in the Scope of Work as per PO placed by TENDERER to Bidder.
- b. To provide the Services (as per SLA) required by TENDERER, and by Bidder on behalf of TENDERER, within the timeframe, quality, security and reliability level agreed with between TENDERER and Bidder.
- c. Not to use the establishments and services installed under this agreement for organizations other than TENDERER.
- d. To ensure compliance of Indian Telecom regulation & statutory requirements while performing the works/services under this agreement.
- e. To obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.

6. INVOICE AND PAYMENT

- a. BIDDER shall raise invoices against the Requisite Services so rendered, as per the terms of the Purchase Order placed vide..... by TENDERER and TENDERER shall make the payment to BIDDER based on the SLA (as per PO) report.
- b. The other terms and conditions shall remain applicable as per TENDERER's PO No.with Bidder.

7. DISPUTES WITH REGARDS TO INCORRECT INVOICING

Disputes with regard to incorrect Invoicing shall be governed by TENDERER's PO No.with Bidder.

8. ACCESS TO PREMISES

TENDERER shall assist to obtain the required permission to enable ISP employees or authorized personnel, appointed distributors, agents or subcontractors to enter at all times during the normal working hours of TENDERER into the premises where the Services are provided for periodical inspection, installing, maintaining, replacing and removing equipment hardware and/or software prior to, during and after the provision of the Services, as well as to inspect the network and/or to the CPE or any other equipment used in or in connection with the Services. However, the responsibility to obtain such permissions would be sole responsibility of the BIDDER.

9. NOTICES

Any party may deliver notices to the other in person or by postal delivery at -

.....(TENDERER)

.....

..... (Bidder)

.....

.....(ISP)

.....

Notices shall be deemed delivered on the date of actual receipt.

10. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The agreement may be amended only in writing when it is signed by ISP, Bidder and TENDERER.

11. MISCELLANEOUS

- a. The terms of this Agreement shall not be construed to constitute a partnership, joint venture or employer/employee relationship between the parties. This Agreement along with any other relevant document constitutes the whole of the agreement and understanding between the parties about the subject matter.
- b. In the event of any provision of this Agreement being held or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose of the deleted provision to the greatest extent possible.
- c. Headings used in this Agreement are for the convenience and ease of reference only, and shall not be relevant to or affect the meaning or interpretation of this Agreement.

- d. No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.
- e. Each Party shall obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.
- f. The ISP and the Bidder shall ensure compliance of Indian Telecom regulation & all other statutory requirements while performing the works/services under this agreement.

12. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with Indian Law. Subject to arbitration provision stated hereinafter the Courts at Ahmedabad/Gandhinagar, Gujarat shall have the jurisdiction.

13. ARBITRATION

Any disputes which may arise out of this Agreement, and which cannot be settled in discussions or negotiations between the Parties, shall be referred to the appropriate management or higher authorities of the respective parties to resolve such dispute in good faith. In case no settlement is reached the parties shall refer it to a sole arbitrator appointed and selected by parties. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other subsequent modifications or enactments thereof. The venue for Arbitration proceedings shall be Ahmedabad/Gandhinagar, Gujarat. The Arbitration shall be conducted in English Language and the award shall be binding upon all Parties.

14. LIMITATION OF LIABILITY

Limitation & liability shall be governed by TENDERER's PO No.with Bidder.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

<p>SIGNED AND DELIVERED BY (on behalf of TENDERER) Signature Name & Designation Address</p>	<p>in the presence of Signature Name & Designation..... Address</p>



SIGNED AND DELIVERED BY (on behalf of BIDDER) Signature Name & Designation Address	in the presence of Signature Name & Designation Address
SIGNED AND DELIVERED BY (on behalf of (ISP).....) Signature Name & Designation Address	in the presence of Signature Name & Designation Address

GENERAL CONDITIONS OF CONTRACT

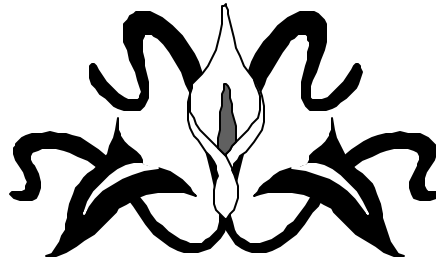


GUJARAT NARMADA VALLEY FERTILIZERS COMPANY LTD.

(Regd Office P. O. Narmadanagar. Dist. Bharuch - 392 015.)

(Design & Construction Department)

GENERAL CONDITIONS OF CONTRACT



Gujarat Narmada Valley Fertilizers Company Limited
(Regd Office P. O. Narmadanagar. Dist. Bharuch - 392 015.)
(Engineering Department)

GENERAL CONDITIONS OF CONTRACT

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SECTION 1

GENERAL INSTRUCTIONS TO THE TENDERERS

- 1.0 Gujarat Narmada Valley Fertilizers Company Limited, a Company registered in India under the Companies Act, 1956 having its registered office at P.O. Narmadanagar, Dist. Bharuch Pin 392 015 (hereinafter referred to as "OWNER") invites tenders under sealed cover from bonafied, experienced contractors of financial standing and reputation for the jobs relative to the proposed _____ (Give the name of the work)

_____ for the _____
(Give the name of Project)
_____ and more specifically described in the tender

documents, upon the terms and conditions mentioned in the tender documents.

- 2.0 "Owner" shall mean Gujarat Narmada Valley Fertilizers Co. Ltd.

- 3.0 The Tender Documents shall consist of the following :

- i) Tender Notice.
- ii) General instructions to the tenderers
- iii) Special Conditions of Contractor.
- iv) General Conditions of Contract.
- v) Specifications
- vi) Plans (Exhibits to)
- vii) Drawings (Exhibits to)
- viii) Time Schedule
- ix) Form of Contract.
- x) Form of Tender
- xi) Form of Schedule of Rates
- xii) Addendum / Addenda to Tender Documents

- 4.0 Instructions to Tenderers

GENERAL INSTRUCTIONS TO THE TENDERERS

- 4.1 Tender documents shall remain the property of the Owner and if obtained by one intending tenderer shall not be utilisable by another without consent of the Owner. Not more than copy /copies of tender documents shall be issued to any one intending tenderer.
- 4.2 The Tender shall be completely filled -in in all respects and shall be tendered together with requisite information and annexures. Any tender incomplete in any manner shall be liable to be rejected.
- 4.3 If the space in the Tender of any schedule or annexure thereto is insufficient, pages shall be separately added. These shall be consecutively page-numbered as also shall carry the tender document number and shall be signed by the tenderer and entered in the index for the Tender.
- 4.4 The tender with a complete set of the tender documents shall be enclosed in a sealed cover superscribed with name of work and tender notice number and addressed and sent by registered post to the Tender Receiving Authority specified in the Tender Notice, or put in the Tender Box designated for the specific work located at the address specified in the Tender Notice.
- 4.5 The sealed tenders must reach the above address before the time limit specified in the Tender Notice.
- 4.6 Tenderers shall set their quotations in firm figures and without qualifications or variations or additions in the terms of the tender documents. Tenders containing qualifying expressions such as "subject to minimum acceptance" or "subject to prior sale", or any other qualifying expressions or incorporating terms and conditions at variance with the terms and conditions incorporated in the tender documents shall be liable to be rejected.
- 4.7 The tender, as submitted, shall consist of the following :
 - i) Complete set of tender documents duly filled in and signed by the tenderers as prescribed in different clauses of the tender documents.
 - ii) Schedule of Rates in the form of Schedule of Rates.
 - iii) Earnest money amounting to and in the manner specified in Clause 5.0 hereof.
 - iv) Power of Attorney or other proof of authority (or a copy duly attested by a Gazetted Officer) of the person who has signed the tender, as required by Clause 4.12 hereof.
 - v) Income tax clearance certificate and Sales tax clearance certificate

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in original or true copies duly attested by a Gazetted Officer.

- vi) Information regarding tenderers in the form annexed to the Form of Tender in quaduplicate.
- vii) Information regarding the tenderer's work of comparable nature in the form annexed to the Form of Tender in quaduplicate.
- viii) Information regarding construction, organisation and equipment in the form annexed to the Form of Tender in quaduplicate.
- ix) Solvency certificate from a Nationalised / Scheduled Bank
- x) Any other documents required in terms of the notice.

4.8 The Owner reserves the right to reject, accept or prefer any tender without assigning any reason whatsoever. The work may be split up between two or more tenderers or the tender may be accepted in a part only.

4.9 The tender shall be irrevocable upto the expiry of 4(four) months from the date of opening of tenders.

4.10 Rates to be in Figures and words :

The tenderer shall quote in English both in figures as well as in words the rates and amount tendered by him in the Form of Schedule of Rates forming part of the tender documents, in such a way that interpolation is not possible. The amount for each item shall be worked out and entered and requisite totals given of all items. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer.

If some discrepancies are found between the rates given in words and figures or the amount shown in the tender, the following procedure shall be followed :

- (a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- (b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- (c) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in the words shall be taken as correct.

In case of any totalling error, the same would not be taken cognisance of but the corrected total value would be adopted.

4.11 Corrections and Alterations :

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All corrections and alterations in the entries of tender papers shall be signed in full by the tenderer with date.

No erasures or over-writing permissible.

4.12 Signing of Tender :

- i) The tender shall contain the name, residence and place of business of the persons making the tender and shall be signed by the tenderer with his usual signature, Partnership firm shall furnish the full names of all partners in the tender, and shall annex a copy of the partnership Deed to the tender. It shall be signed in the partnership name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tenders by Corporation shall be signed in the name of Corporation by a person duly authorised to do so.
- ii) The person signing the tender shall state his capacity as also the source of his ability to bind the tenderer. The power-of-attorney or authorisation or other document constituting adequate proof of the ability of the signatory to bind the tenderer shall be annexed to the tender. The Owner may reject outright any tender unsupported by adequate proof of the signatory's authority.
- iii) When a tenderer signs a tender in language other than English the total amount tendered should in addition be written in the same language. The signature should be attested by at least one witness.

4.13 Witness :

Names, Occupations and addresses of the Witnesses shall be stated below their signatures. Witnesses shall be persons of status.

4.14 All pages to be initialled :

All signatures in tender documents shall be dated as well. All pages of sections of tender documents shall be initialled at the lower right hand corner or signed wherever required in the tender documents by the tenderer or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

4.15 Canvassing :

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing shall be

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liable to rejection.

4.16 Past Experience :

The tenderer shall enclose documents to show that he has previous experience in having successfully completed in the recent past works of this nature together with the names of owners, location of sites and value of contract.

5.0 EARNEST MONEY :

5.1 The Tenderer shall as a condition for the consideration of the tender, pay the sum specified in the Tender Notice in the manner specified therein. In the case of cash deposit, he shall attach the official receipt with the tender. The tender is liable to be rejected for failure to deposit earnest money in the manner aforesaid or for failure to furnish proof of having deposited Earnest Money, along with the tender.

5.2 The earnest money of the unsuccessful tenderer(s) shall be refunded without interest only after the award of the work is finalised and accepted by successful tenderer.

5.3 The earnest money deposited by the successful tenderer shall be retained towards the Security Deposit as elsewhere in the tender documents provided for the fulfillment of the contract, but shall be forfeited if the successful tenderer fails to deposit or furnish the requisite initial security deposit as specified in the General Conditions of Contract and / or fails to commence work at each job site within (10) days of handing over of the job site or any part thereof to him and/or fails to execute the contract in accordance with the Form of Contract within (10) days of receipt of Letter of Acceptance in this behalf from the Owner or such extended period as may be permitted by the Engineer-in-Charge for this purpose.

6.0 TIME FOR COMPLETION :

The time allowed for completion of the work is as shown in the Time Schedule. Time shall be reckoned from the date of acceptance of Tender. The successful tenderer(s) shall commence work at each job site within ten (10) days of the job site or any part thereof being handed over to him.

7.0 ADDENDA

7.1 Addenda to the tender documents may be issued prior to the date of

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opening of the tenders to clarify documents or to reflect modification in the design or contract terms.

- 7.2 Such addendum(s) issued shall be distributed in duplicate, to each person or organisation to whom a set of tender documents has been issued. Each recipient will retain one copy of such addendum(s) for submission along with his tender and return one signed copy to the authority inviting tenders as acknowledgment of receipt of the addendum. All such addendum(s) issued shall form part of tender documents.

8.0 QUOTATIONS :

- 8.1 The tenderer shall quote for the jobs on the basis of the items entered in the Form of Schedule of Rates and shall quote separately for each and every item entered in the Form of Schedule of Rates.
- 8.2 The prices quoted shall be inclusive of taxes/duties as provided for in respect of the Schedule of Rates in the General Conditions of Contract and the Owner shall not entertain any claim(s) for enhancement of the price(s) quoted on any account whatsoever.

9.0 INFORMATION :

- 9.1 The information given in the tender documents and the Plans and Drawings forming part thereof is merely intended as a general information without undertaking on the part of the Owner as to their accuracy and without obligation relative thereto upon the Owner. The tenderers are expected to conduct their own surveys and investigations prior to tendering.
- 9.2 The quantities indicated in the Form os Schedule of Rates with respect to the various items are only approximate and are intended merely as a information without undertaking as to the correctness thereof and without any obligation relative thereto upon the Owner.
- 9.3 The tenderer shall before tendering and shall be deemed before tendering to have undertaken a thorough study of the proposed work., the job site(s) involved, the site conditions, soil conditions, the terrain, the climatic condition, the labour, power, water, material and equipment availability and transport suitability of borough areas, the availability of land for right of way and temporary office and accomodation quarters, and all other factors and facilities necessary or relevant for the

GENERAL INSTRUCTIONS TO THE TENDERERS

formulation of the tender, supply of materials and performance of the work.

10.0 SIGNING OF THE CONTRACT

The successful tenderer shall be required to execute a formal contract in accordance with the Form of contract within 10 days from the date of receipt of Letter of Acceptance from the Owner of such extended time as may be permitted by the Owner for the purpose to do so.

For and on behalf of

Gujarat Narmada Valley Fertilizers Company Limited.

SECTION II

DEFINITIONS

- 1.0.0.0 The following expressions hereunder and elsewhere in the Contract Documents used shall unless repugnant to the subject or context thereof have the following meanings hereunder respectively assigned to them, namely :
- 1.0.1.0 "Acceptance of Tender" shall mean the Acceptance of Tender issued by the Owner to the Contractor.
- 1.0.2.0 "Agreed Variation" shall mean the statement of Agreed Variation annexed to the Acceptance of Tender or a further Amendment annexed to the contract forming part thereof.
- 1.0.3.0 "Appointing Authority" for the purpose of arbitration shall be the Managing Director of Gujarat Narmada Valley Fertilizers Company Limited or any other person so designated by the owner.
- 1.0.4.0 The "Contract" shall mean the totality of the agreements between the parties as derived from the Contract Documents.
- 1.0.5.0 The "Contractor" shall mean the tenderer selected by the Owner for the performance of the work and shall include the successors and permitted assigns of the Contractor.
- 1.0.6.0 "Contract Documents" shall mean the contract documents as defined in Article I of the Form of Contract.
- 1.0.7.0 "Completion Certificate" shall mean the Completion Certificate issued by the Engineer-in-Charge within the provisions of Clause 5.3.0.0 hereof
- 1.0.8.0 "Defect Liability Period" shall mean the defect liability period as specified in the Contract.
- 1.0.9.0 "Engineer-in-Charge" shall mean the person designated as such by the Owner and shall include those who are expressly authorised by him to act for an on his behalf for Operation of the contract.
- 1.0.10.0 "Final Certificate" shall mean the final certificate issued by the Engineer-in-Charge within the provisions of the Clause 6.8.0.0 hereof.

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- 1.0.11.0 "Final Test Certificate" shall mean the Final Test Certificate issued by the Owner within the provisions of Clause 5.2.0.0 hereof.
- 1.0.12.0 "Job Site" shall mean the areas on which the permanent works are to be executed or carried out and any other place provided by the Owner for the purpose of Contract and shall include a part of portion of the job site.
- 1.0.13.0 "Managing Director" shall mean the managing Director of Gujarat Narmada Valley Fertilizers Company Limited or his successor in office as designated by the Owner or a person incharge of his office.
- 1.0.14.0 "Notified Claim" shall mean a claim of the Contractor notified in accordance with the provision of clause 6.6.1.0 hereof.
- 1.0.15.0 "Owner" shall mean Gujarat Narmada Valley Fertilizers Company Limited a public company incorporated under the Companies Act 1956 (Act-I of 1956). having its registered office at P.O. Narmadanagar - 392 015, Dist. Bharuch and shall include its successors and assigns.
- 1.0.16.0 "Order" and "Instruction" shall respectively mean any written order or Instruction given by the Engineer-in-Charge or Site Engineer within the scope of their respective powers in terms of the Contract.
- 1.0.17.0 "Plans and Drawings" shall mean maps, plans, tracings and prints forming part of tender documents and any details or working drawings, amendments and/or modifications thereof approved in writing by the Engineer-in-Charge, Site Engineer or any agency notified by the Engineer-in-Charge to the Contractor for the purpose and shall include any other drawings or plans in connection with the work as may from time to time be furnished by or approved in writing by the Engineer-in-Charge or Site Engineer or any other agency nominated by the engineer-in-Charge in this behalf in connection with the work.
- 1.0.18.0 "Progress Schedule" shall mean the progress Schedule as defined in Clause 4.3.4.0 hereof read with clause 4.3.9.0 hereof, and shall in the event of separate Progress Schedule being prepared for separate job sites and / or groups of job sites or separate work and / or groups of work, include each of such Progress Schedules.
- 1.0.19.0 "Running Account Bill" shall mean a Bill for the payment on account monies to the contractor in terms of Clause 6.4.1.0 hereof and associated clauses therunder.
- 1.0.20.0 "Security Deposit" shall mean the Security Deposit as specified in Clause 2.1.0.0 hereof and associated clauses thereunder.

GENERAL CONDITIONS OF CONTRACT

- 1.0.21.0 "Schedule of Rates" shall mean the Schedule of Rates annexed to the Acceptance of Tender and shall include any remuneration payable to the contractor for any work, determined in accordance with the conditions herein.
- 1.0.22.0 The "Sub contractor" shall mean any persons or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the contractor with the prior written consent of the Engineer-in-Charge.
- 1.0.23.0 "Site Engineer" shall mean the Engineer(s) for time being designated by the Engineer-in-Charge as site Engineer for the work to be performed by the Contractor at any and/or all Job Sites.
- 1.0.24.0 "Specifications" shall mean the various specifications as set out in the Specifications forming part of the tender documents and as referred to and derived from the contract and any order(s) or instruction(s) thereunder, and in the absence of any specifications as aforesaid covering any particular work or part or portion thereof, shall mean the relevant Indian Standard Institutions Specification for or relative to the particular work or part thereof, and in the absence of any Indian Standard Institution Specification covering the relative work or part or portion thereof, shall mean the standards or specifications of any other country applied in India as a matter of standard engineering practice and approved in writing by the Engineer-in-Charge or Site Engineer with or without modifications.
- 1.0.25.0 "Total Contract Value" shall upto calculation of the entire remuneration due to the Contractor in terms of the Contract on successful completion of the works mean the total Contract Value as specified in the acceptance of Tender and after calculation of the entire remunerations due to Contractor under the contract of successful completion of the works shall mean the totality of such remuneration.
- 1.0.26.0 "Tender Documents" shall mean the Tender Documents specified in the General Instructions to tenderers.
- 1.0.27.0 "Works" shall mean the product(s) of the work.
- 1.0.28.0 "Work" and "Scope of Work" shall mean the totality of the work by expression or implication envisaged in the contract and shall include all material, equipment and labour required for or relative or incidental to or in connection with the commencement, performance or completion of any work and/ or for incorporation in the works.

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- 1.1.0.0 All headings of the Clauses in these General Conditions of Contract or otherwise in any contract document are intended solely for the purpose of giving a broad indication of the contents of the Clause and not as a summary of the contents thereof.
- 1.2.0.0 Unless otherwise specifically stated, the masculine gender shall include the feminine and neutral genders and vice versa and the singular shall include the plural and vice-versa.

SECTION - III

GENERAL

2.0.0.0 INTERPRETATION OF CONTRACT DOCUMENTS :

- 2.0.1.0 The several contract documents forming the contract are to be read together as a whole and are to be taken as mutually explanatory.
- 2.0.1.1 Should there be any doubt and ambiguity in the interpretation of the contract documents or error, omission or contradiction therein or in any of them, the Contractor shall, prior to commencing the relative work, apply in writing to the Engineer-in-Charge for his decision in resolution of the doubt, ambiguity or contradiction or correction of the error or omission, as the case may be. should the contractor fail to apply to any such work performed by the Contractor.
- 2.0.1.2. Notwithstanding anything provided in clause 2.0.1.1 hereof above either the Contractor or the Site Engineer may at any time prior to, during or after the execution of the work or any part thereof (if the Contractor has failed to make an application as provided for in clause 2.0.1.1) apply to the Engineer-in-charge in writing for his decision in resolution of any doubt ambiguity or contradiction in the contract document or any of them or the correction of any error or omission therein as the case may be.
- 2.0.1.3 The decision of the Engineer-in-Charge on any application under clause 2.0.1.1 or clause 2.0.1.2 hereof shall be in writing and shall be final and binding upon the Contractor and shall form part of the contract documents,with the intent that the contract document shall be read as there the said decision is and was at all incorporated therein.
- 2.0.1.4 In event of the Contractor having already performed or executed any work at variance with the decision of the Engineer-in-Charge as aforesaid, then notwithstanding payment in respect of such work(s) having been made to the Contractor. Such work shall be deemed to be a defective work and the provisions of Clause 5.1.5.0 hereof and associated clauses thereunder shall apply thereto.

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- 2.0.2.0 Any work shown, indicated or included in the Job Description, Plans, Drawings, Specifications and / or Schedule of Rates shall be deemed to form part of the work, notwithstanding failure to show, indicate or include such work in any other or others among the documents aforesaid, with the intent that the indication or inclusion of the work within any one of the said documents shall be deemed to be sufficient indication or inclusion of the work within the work covered by the Contract.
- 2.0.3.0 No verbal agreement, assurances, representations or understanding given by any employee or officer of the Owner or so understood by the Contractor, whether given or understood before or after the execution of the Contract, shall anyway bind the Owner or alter the contract documents unless specifically given in writing and signed by the Engineer-in-Charge on behalf of the Owner and given as an Agreed Variation to the relative term(s) in the Contract Documents.
- 2.0.4.0 Clause headings given in this or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of the various clauses, but do not form part of the Contract Documents, with the intent that the clause heading shall not govern the meaning or import of the clauses thereunder appearing or confine or otherwise affect the interpretation thereof.

2.1.0.0 SECURITY DEPOSIT

- 2.1.1.0 The Contractor shall furnish Security Deposit in the amount equivalent to 5% (Five Percent) of Total Contract Value as specified for the purpose of Security Deposit in the Acceptance of Tender. Such security Deposit to be held by the Owner as security for the due performance of the Contractor's obligations under the Contract.
- 2.1.2.0 The Contractor shall within 10(ten) days of the receipt of Acceptance of Tender, deposit with the Owner such sum which shall make atleast 2% (two percent) of the Total Contract Value as specified in the Acceptance of Tender for the purpose of Security Deposit by one or more of the following modes namely :
- (i) The payment in cash or demand draft in the name of the Owner and/or (ii) By Bank Guarantee from any Nationalise Bank in the prescribed form as indicated in the General Data and/or (iii) By conversion of Earnest Money Deposit with Owner in cash into Security Deposit.

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- 2.1.3.0 The balance Security Deposit being the difference between the amount to be deposited as per clause 2.1.1.0 hereof and amount deposited under bills (in addition to any other deductions in terms of the contract provided for or otherwise agreed to of a Sum equal to 5% (five percent) of the gross value of such bills, upto and until recovery of full Security Deposit to the extent specified in clause 2.1.1.0 hereof.
- 2.1.4.0 All Security Deposit to be recovered or deposited shall rounded to next hundred rupees.
- 2.1.5.0 The Contractor may at anytime subsequent to the deposit of Security Deposit in any of the modes as specified under clause 2.1.2.0 hereof, with prior permission of the Owner, convert or substitute the Security Deposit from any one or more form(s)/mode(s) to anyone of more form(s)/mode(s) as specified in clause 2.1.1.0 hereof,
- 2.1.6.0 The Security Deposit shall be held by the Owner as Security for the due performance of the contractor's obligations under the contract. PROVIDED that nothing herein stated shall make it incumbent upon the Owner to utilise the security deposit in performance to any other remedy which the Owner may have, nor shall be constructed as confining the claims of the Owner against the Contractor to the quantum of the Security Deposit. The release of Security Deposit shall be governed by the Provisions of Clause 6.8.0.0 hereof.
- 2.1.7.0 The Security Deposit for the time being remaining in the hands of the Owner shall be free of any liability of interest to the Contractor.
- 2.1.8.0 Right of the Owner to forfeit Security Deposit :
- Whenever any claim against the Contractor for the payment of a a sum of money arises out of or under the Contract, the Owner shall be entitled to recover such sum by appropriating in part or whole the Security Deposit of the Contractor. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time hereafter may become due to the Contractor. The Contractor shall pay to the Owner on demand any balance remaining due.
- 2.1.9.0 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED
- In any case in which under any clause or clauses of the Contract the Contractor has been forfeited the whole of his security deposit (whether paid in one sum or deducted by installments) or the

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contractor has committed a breach of any of the terms contained in this Contract the Owner shall have power to adopt any of the following courses as he may deem best suited to its interest.

- (a) To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Owner shall be conclusive evidence) in which case the Security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Owner.
- (b) To employ labour paid by Owner and to supply materials to carry out the work or any part of the work, debiting Contractor with the cost of labour, cost of Tools and Plants and equipment charges, the prices of the materials of the amount of which cost and price, a certificate of Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all department charge, and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out the Contractor under the terms of this contract. The certificate of Engineer-in-Charge as to the value of the work done shall be final and conclusive against the Contractor.
- (c) To measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Owner under the Contract or otherwise or from his Security Deposit or from the proceeds of sale thereof. or a sufficient part thereof.

In the event of any of the above courses being adopted by the Owner the Contractor shall have no claim to compensation for any loss sustained by him by reason his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the Contract. And in case the Contract shall be rescinded under the provision aforesaid. The Contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this Contract unless and until the engineer-in-Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall be entitled to be paid the value so certified.

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2.1.10.0 Contractor remains liable to pay compensation if action not taken under clause 2.1.9.0

In any case in which any of the powers conferred upon the Owner by clause 2.1.9.0 hereof shall have become exercisable and then same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any further case of default by the Contractor for which any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Security Deposit, and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Owner putting in force the powers under sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, foreman or other authorised agent requiring him to remove such tools, plant, materials or store from the premise (within a time to be specified in such notice), and in the event the Contractor failing to comply with any such requisition the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the Contractor.

2.2.0.0 Plans & drawings to be furnished by owner :

2.2.1.0 Plans and drawings forming part of the tender documents shall constitute only a general guidance to enable the contractor to visualise the work contemplated under the contract. Detailed working plans and drawings, (if any) required to be furnished by the Owner for the actual execution of the work shall be furnished from time to time as and when required during the progress of the work.

2.2.1.1 It shall be the exclusive responsibility of the Contractor to call upon the Owner for, and pursue and obtain from the Owner detailed plans and drawings required by the Contractor from the Owner for the proper execution of the work or any particular item or job therein as and

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when required, sufficiently in advance of the stage of the progress of the work for which the detailed plans and drawings shall be required, and any failure by the Contractor to do so shall be entirely at the risks and costs of the Contractor and shall not constitute a ground for the extension of time, unless the Owner shall fail to provide the Contractor the requisite plans / drawing within 15 (fifteen) days of receipt of written notice by the Contractor to the Engineer-in-Charge for the supply thereof, in which event the provisions of Clause 4.3.5.0 hereof, with respect to the extension of time and clauses related thereto shall apply.

- 2.2.2.0 The contractor shall carefully study the detailed plans / drawings supplied to him in conjunction with all other connected plans / drawings and other Contract Documents and shall bring to the notice of the engineer-in-Charge for clarification, correction any ambiguity, error, discrepancy, contradiction or omission therein prior to the execution of the related work(s) and the provision of clause 2.0.1.3 hereof shall mutatis mutandis apply to such clarification or correction.
- 2.2.2.1 Any work performed by the Contractor in absence of such clarification / correction, shall be at the Contractor's risks and responsibility and the provisions of clause 5.1.5.0 hereof and associated clauses thereunder with respect to defective works shall apply thereto.
- 2.2.3.0 Notwithstanding anything to the contrary in the Contract Documents expressed or implied and notwithstanding the absence of any ambiguity error discrepancy, contradiction or omission in the plans/ drawings as aforesaid. The owner shall be entitled at any time before or during execution of the related work(s) to amend / modify or alter any plan(s) drawing(s) furnished to the Contractor by the Owner and the Contractor shall thereafter perform and/or continue to perform the related work(s) according to the amended modified / altered plans/ drawings without entitlement to any extra remuneration, and should the Contractor thereafter execute any relative work(s) at variance therewith (notwithstanding that the Contractor shall have already been made any payment in respect thereof), the provisions of clause 5.1.5.0 hereof and associated clauses thereunder relating to defective work shall apply thereto provided that if any such amendment / modification / alteration shall, in the opinion of the contractor, necessitate an extension of time for completion, the provision of 4.3.5.0 hereof and clauses related thereto shall apply.
- 2.2.4.0 Copies of all plans and drawings relating to the work(s) shall be kept and maintained at the Contractor's office at the site and shall be made available to the Engineer-in-Charge and Site Engineer for inspection or reference at any time during the execution of the work.

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- 2.2.5.0 All plans and drawings furnished by the Owner to the contractor shall be and remain the property of the Owner and shall be returned by the Contractor to the Owner of the completion of the work(s) or prior determination of the contract.
- 2.3.0.0 PLANS, DESIGNS AND DRAWINGS TO BE FURNISHED BY CONTRACTOR
- 2.3.1.0 Where the Contractor shall, within the scope of work be required to prepare or furnish any plan(s) design(s) in respect of the work or any particular work the Contractor shall within 15 (fifteen) days (or such other period as the Owner may prescribe in this behalf) of receipt of notification of Acceptance of Tender or within 15(fifteen) days before the proposed date of commencement of the relative work, whichever shall be earlier, submit to the Owner for approval the relative plans / designs / drawings and Contractor shall thereupon either convince the Owner of the unnecessariness in whole or portion of such amendment / modification or shall implement the same and shall cause the plans / drawings designs to be accordingly amended., provided, that no such approval of or amendments / modifications in the plans / drawings designs / by or suggested by the Owner shall anyway absolve the Contractor of any of his obligations, responsibilities or liabilities under the Contract, inclusive of and relative to the utility and suitability of the Contractor's plans / drawings / designs / in the relative work(s) and the fulfillments of all specifications and performance guarantees of the consequent works, any such approval or suggestion by Owner as aforesaid being intended only by way of assistance to the Contractor without any attendant liability upon the Owner.
- 2.3.2.0 The Contractor shall not permit any work to be done or any installation material or equipment to be supplied or fabricated or erected at variance with drawings/ designs approved by the Owner and / or amended or modified as aforesaid.
- 2.3.3.0 Unless otherwise required at least 3(three) sets of all approved plans / drawings / designs prepared by the Contractor together with similar sets of all revisions / amendment / modifications therein shall be lodged with the Owner for the record of the Owner, such sets of plans / drawings / designs to be signed by the Contractor and to indicate thereon the number and date of each revision / amendment and of the communication of the Owner of any other agency appointed by the Owner for or relative to the approval thereof.
- 2.4.0.0 ALTERATION IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS ORDERS AND INSTRUCTIONS.

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- 2.4.1.0 In addition to the provisions of clause 2.2.0.0 and associated clauses thereunder the Engineer-in-Charge and / or Site Engineer shall have the power by written notice to the Contractor at any time prior to or in the course of the execution of the works and any part thereof to alter or amend the specifications orders and/or instructions or any of them by addition, omission, substitution or otherwise howsoever with or without altering or amending the plans, drawings and/or designs and the Contractor shall carry out the work or the related work in accordance with such altered specifications, orders, instructions, plans, drawings and/or designs as the case may be, on the same terms and conditions in all respects, subject to the provisions of clause 2.4.1.2.
- 2.4.1.1 If such alteration or amendment shall, in the opinion of the Contractor necessitate an extension in the time for completion, the provision of clause 4.3.5.0 hereof and related clauses with regard to the extension of time, shall apply.
- 2.4.1.2 If such alteration or amendment shall, in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor) necessitate the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by the Schedule of Rates shall be determined in the following manner :
- (i) If it is possible to derive the rate(s) for such work or items of work from any of the items of material and/or work covered in the Schedule of Rates the rate(s) for the relative works / items shall be the rate(s) arrived at on the basis of such derivation. The opinion of the Engineer-in-Charge as to whether or not the relative rates can be derived from the rates for the items of material and or work included in the Schedule of Rates and the consequent derivation of rate(s) on basis thereof shall be final and binding upon the Contractor.
 - (ii) If in the opinion of the Engineer-In-Charge the relative rate(s) shall not be derivable within the provisions of paragraph (i) hereof above the relative rate(s) shall be the rates for the work or items of work settled as follows :

An analysis of the rate for the completed work or items shall be prepared by taking :

 - (a) Issue rate for materials supplied by the Owner as specified in paragraph (i) of clause 3.1.5.0 hereof.
 - (b) Material(s) supplied by the Contractor and incorporated in the permanent works at the rate(s) prevailing in the market at the time of execution of work.

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- (c) Labour cost at rate(s) for labour prevailing in the region at the time of execution of work.
 - (d) 15% (Fifteen percent) of (b) and (c) above to cover Contractor's Supervision, overheads and profit.
 - (iii) The opinion of the Engineer-in-Charge as to the quantity of material and/or labour involved and the rate(s) thereof shall be final and binding on the contractor.
 - (iv) The opinion of the Engineer-in-Charge as to whether or not any particulars items of material(s) or labour involved is covered by the relevant Schedule(s) and if not, as to the market rate(s) thereof shall be final and binding upon the Contractor.
- 2.4.1.3 The Composite unit rate(s) for any work determined in accordance with the provisions of Clause 2.4.1.2 above shall for the purpose of the contract with effect from such determination, be deemed to be included within the Schedule of Rates.
- 2.4.2.0 The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rate(s) or as provided for in Clause 2.4.1.2 hereof as the case may be, as a result of any amendment or variation in the specifications orders, instructions plans, designs or drawings notwithstanding that such alteration(s)/ variation(s) may have resulted in a reduction of the total quantum or value of the work involved under the Contract.
- 2.5.0.0 ALTERATION IN THE SCOPE OF WORK :
- 2.5.1.0 The Owner may at any time(s) before or after the commencement of the work by notice in writing issued to the Contractor alter the scope of work by increasing or reducing the jobs required to be done by the Contractor or by adding thereto or omitting therefrom any specific job or operations or by substituting any existing jobs or operations with other jobs and / or operations or by requiring the Contractor to perform any extra works in or about the job site, and upon receipt of such notice the Contractor shall execute the job(s) as required within the altered scope of work.
- 2.5.2.0 If any alteration in the scope of work shall, in the opinion of the contractor necessitate any extension in the time for completion, the provisions of clause 4.3.5.0 hereof and associated clauses with regard to the extension of time shall apply.
- 2.5.3.0 If such alteration shall, in the opinion of Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor), necessitate the performance of any work not covered by the Schedule

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of Rates, the remuneration for such work or portion or item thereof not covered by Schedule of Rates shall be determined in accordance with the provisions of Clause 2.4.1.2 hereof.

2.5.4.0 The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rates or as provided in clause 2.4.1.2 hereof, as the case may be, as a result of any alteration in the scope of work notwithstanding that such alteration may have resulted in a reduction in the total quantities or value of the work involved.

2.6.0.0 QUANTITIES OF WORK

2.6.1.0 The quantities of work stated in the Form of Schedule of Rates do not form part of the contract and the Owner assumes no responsibility for the correctness thereof, and the Owner shall not be liable for any increase or decrease in the actual quantities of work effected within the scope of work, nor shall such increase or decrease in quantities form the basis of any alteration of rates quoted and accepted or for any claim for additional compensation, damages or loss of profits or otherwise, with the intent that the Contractor shall notwithstanding the quantities mentioned in the Form of Schedule of Rates only be entitled to payment in respect of actual quantities of work performed in terms of the contract and measured in the Final Measurements, notwithstanding the percentage of increase or shortfall in such quantities and notwithstanding that the total contract value for the completed work on finalisation of all dues to the contractor under the contract shall be less than 80% (eighty percent) of the total contract value as specified for the purpose of security deposit in the Acceptance of Tender.

2.7.0.0 CANCELLATION OF CONTRACT

2.7.1.0 The Owner shall be entitled at any time at its discretion to cancel the contract if, in the opinion of the Owner, the cessation of the work becomes necessary owing to any cause whatsoever, and a notice in writing from the Owner to the Contractor of such cancellation and the reason(s) therefore shall be conclusive proof of such cancellation and the reasons thereof.

2.7.2.0 Upon cancellation of the contract, the Owner shall take over from the Contractor the approved materials lying at job site on the date of the cancellation at the rate(s) for such material(s) as specified in relative item(s) of the Schedule of Rates, and if the rates for any material(s)

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be not (in the opinion of the Site Engineer which shall be final) specified in the Schedule of Rates at market rate(s) for such material(s) current on the date of the cancellation. The decision of the Site Engineer as to the approved material lying at site on the date of cancellation and the quantities and market rate(s) thereof shall be final and binding upon the Contractor.

2.7.3.0 The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rates as a result of such cancellation notwithstanding that such cancellation may have resulted in the performance of quantities of work below the quantities indicated in the form of Schedule of Rates and /or of a value below the total contract value indicated in the Acceptance of Tender.

2.8.0.0 SUSPENSION OF WORK

2.8.1.0 The Engineer-in-Charge may at any time(s) at his discretion, should he consider that the circumstances so warrant (the decision of the Engineer-in-Charge as to the existence of circumstances warranting such suspension shall be final and binding upon the Contractor) by notice in writing to the Contractor temporarily suspend the work or any part thereof for such period(s) as Engineer-in-Charge shall deem fit and the Contractor shall upon receipt of the order of suspension forthwith suspend the work(s) or such part thereof as shall have been suspended until he has received written order from the Engineer-in-Charge to proceed with the work suspended or any part thereof.

2.8.2.0 The contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension the machinery, equipment and labour of the Contractor or any part thereof shall be or become or be rendered idle and notwithstanding that the Contractor shall be liable to pay salary, wages or bear other charges and expenses thereof.

2.8.3.0 Unless the suspension is by reason of default or failure on the part of the Contractor (and the reasons for the suspensions stated by the Engineer-in-Charge in any notice of suspension as aforesaid inclusive as to the existence of a default or failure on the part of the Contractor if so stated in the notice shall be final and binding upon the Contractor). If in the opinion of the Contractor such suspension shall necessitate any extension in the time of completion, the provision of clause 4.3.5.0

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hereof and related clause in respect of extension of time shall apply.

- 2.8.4.0 In the event of a suspension affecting the entire works remaining in operation in respect of the entire works for a period in excess of 2(two) months from the date of commencement of the suspension, the Contractor shall have the option to terminate the Contract by giving written notice thereof to the Owner. Unless the suspension be by virtue of default or failure on the part of the Contractor as specified in clause 2.8.3.0 hereof such termination shall be deemed to operate as cancellation of Contract within the provisions of Clause 2.7.1.0 hereof and the provisions of Clauses 2.7.2.0 and 2.7.3.0 shall apply relative thereto.
- 2.8.5.0 In the event of such termination being upon a suspension consequent to a default or failure by the Contractor, the Contractor shall not be entitled to any damages, compensation, loss of profit or other payment whatsoever in addition to payment for the work done in accordance with the terms of the contract by application of the Schedule of Rates to the measured quantities.
- 2.9.0.0 Notwithstanding anything provided in Clause 2.7.0.0 and/or clause 2.8.0.0 and related clauses thereunder, upon a cancellation of the Contract under the provisions of Clause 2.7.1.0 hereof termination of the Contract under the provision of Clause 2.8.4.0 hereof, the provisions of Clauses 7.0.3.0 to 7.0.7.0 hereof consequent upon termination of contract, shall apply.
- 2.9.1.0 Owner's Right to take part of work :

Upon failure of the contractor to comply with any instructions given in accordance with the provisions of this contract, the Owner shall have the right instead of assuming charge of entire work, to place additional labour force, tools, equipments and materials on such parts of the work, as the Owner may designate or also engage another contractor to carry out the work, In such case, the Owner shall deduct from the amounts which otherwise might be due to the Contractor, the cost of such work and material(s) with ten percent added and should the amount thereof exceed the amount due to the Contractor the Contractor shall pay difference to the Owner.

SECTION IV

MATERIALS, LABOUR, EQUIPMENT AND FACILITIES

3.0.0.0 CONTRACTOR'S RESPONSIBILITY :

3.0.1.0 Notwithstanding anything to the contrary in the contract documents expressed or implied the Contractor shall be and remain at all times exclusively responsible to provide all materials, labour, equipment, machinery and facilities and other items and things whatsoever required for or in connection with the work, including but not limited to those indicated by expression or implication in the Job Description, Schedule of Rates, the Specifications, Plans, Drawings, and/or other Contract documents or howsoever otherwise as shall or may from time to time and at any time be necessary for or in connection with the work, either for incorporation in or within the permanent works or in or relative to the execution and performance of the work.

3.1.0.0 MATERIALS :

3.1.1.0 Material supplied by the Contractor shall conform to the specifications and shall be suitable for the purpose for which they are required.

3.1.1.1 Unless otherwise specified by the Owner, all materials supplied by the Contractor shall bear the ISI stamp and/or shall be supplied by the reputed manufacturers or suppliers listed with the DGS & D. If in respect of any materials, including but not limited to sand, stone aggregate, bricks earth, lime, steel and cement etc. neither ISI marking/approved on DGS * D listed suppliers are available, such materials shall be obtained from sources / suppliers / manufacturers approved by the Site Engineer, provided that no approval by the Site Engineer or any other representative of the Owner for supply of ISI stamped materials or of materials supplied by DGS & D listed suppliers shall relieve the Contractor of his full responsibility in respect of suitability and quality of the material or any defects therein or in any works or constructions in or relative to which the same has been utilised.

3.1.2.0 Notwithstanding that any area(s) or source(s) has/have been allotted or suggested by the Owner to the Contractor from which any materials for incorporation in the works can be obtained, the Contractor shall

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independently satisfy himself of the suitability, accessibility and sufficiency of the source(s) of supply suggested or allocated by the Owner and suitability of the material available from such source(s) with the intent that any allotment or suggestion as aforesaid shall not anyway relieve the Contractor of his full liability in respect of the suitability and quality of material(s) obtained from said source(s) and the contractor shall obtain material(s) therefrom and incorporate the same within the permanent works entirely at his own risks and costs in all respects, with the intent that any such allocation or suggestion by the Owner shall only be by way of assistance to the Contractor and shall not entail any legal responsibility or liability upon the Owner.

- 3.1.3.0 Notwithstanding any other provisions, in the Contract documents for analysis or tests of materials and in addition thereto, the Contractor shall, if so required by the Engineer-in-Charge or Site Engineer in writing, at his own risks and costs, anywhere test, prove and weigh all materials [including materials incorporated in the work(s)] required to be analysed, tested, proved and / or weighed by the Engineer-in-Charge or Site Engineer and shall have such analysis / tests conducted by the agency(ies) or authority(ies), if any, specified by the engineer-in-Charge or Site Engineer. The Contractor shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement of work and/or proof weightment of the materials as directed by Engineer-in-Charge or Site Engineer.
- 3.1.4.0 The Owner does not warrant or undertake the provision of any material(s) and the Contractor shall not imply by conduct, expression or assurance or by any other means any promise or obligation on the part of the Owner in this respect understood by the contractor, unless made by specified written instrument forming part of the Contract or entitled as an amendment to the Contract, and even so any promise or assurance on the part of the Owner shall be subject to the provisions of Clause 3.1.5.0 hereof.
- 3.1.5.0 Without prejudice to the provisions of Clause 3.0.1.0 hereof and the other Sub-Clauses herein above, the Owner shall have the right, at its discretion in the interest of the work(s), to supply and/or by way of assistance to the contractor supply or procure and/or agree to supply or procure for the Contractor any material for incorporation in the permanent works and any material(s) so supplied or procured or agreed to be supplied or procured by the Owner shall be subject to

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the following terms and conditions which shall (unless specifically excluded by the terms thereof) be deemed to form part of any agreement by the Owner to supply or procure any materials for the Contractor.

- (i) Price :- The materials shall be supplied at the following rate(s)
 - (a) If the material(s) are covered by the list of Owner's stores (if any) at the rate(s) indicated in the said list (upto the quantity(ies) indicated in the said list)
 - (b) If the materials are not covered in the Owners Stores (if any); then at the cost the Owner which shall in addition to the purchase price to the Owner include taxes, freight, transportation etc. and addition of 10%(Ten percent) of all aforesaid costs of Owner to cover cost of handling and all other incidental expenditure, Sales tax or any other tax payable on the sale, if any, or supply to the Contractor shall be borne by he Contractor. The decision of the Engineer-in-Charge as to the cost of such material(s) to the Owner shall be final and binding upon the Contractor.
- (ii) Recoveries : The amount(s) recoverable from Contractor in respect of materials supplied by the Owner shall be debited to the Contractor's account and shall be deducted from the Contractor's Running Account/final Bill(s) and/or any monies from time to time becoming due to the Contractor including Security Deposit.
- (iii) Deliveries :- Deliveries of materials supplied or procured by Owner shall be either from the stores of the Owner or from the factory/stores of the supplier or from nearest suitable rail head or other point of suitable collection as may be determined by the Owner taking into account the source of the supply of the materials.
- (iv) It shall be the responsibility of the Contractor at his own risks and costs to take delivery of the materials from the stores, factory, rail head or other collection point, as the case may be, and to arrange for its loading, transportation to job site and unloading at the job site or other place of storage. The Contractor shall in taking delivery ensure compliance of any conditions of delivery applicable to deliveries from Owner's or supplier's factory/stores or railways or other transporters concerned, and shall be exclusively responsible

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to pay and bear any demurrage or penalty or other charges payable by virtue of any failure or delay by the contractor in lifting the suppliers and / or any failure by the Contractor to observe the condition of supply as aforesaid, and shall keep the Owner indemnified from and against all consequences thereof.

- (v) Other Condition :- The owner shall supply materials only according to types and sizes as are available in the Owner's stocks or on basis of standard types and sizes obtained from manufacturers, and shall not be responsible (unless specifically stated in the Contract documents to the contrary) for any wastage or losses resultant upon the conversion of materials to sizes or types suitable for incorporation in the works.
- (vi) The material(s) supplied or procured by the Owner shall be utilised by the Contractor only for incorporation in the permanent works and even so shall not (unless specifically authorised by the Owner in this behalf) be utilised for manufacturing any item(s) which can be obtained in finished form from standard manufacturers.
- (vii) The Contractor shall inspect the material supplied to him at the time of taking delivery thereof and satisfy himself of the quality, quantity and condition thereof prior to taking delivery and the Owner shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or condition of said materials once the Contractor has taken delivery thereof.
- (viii) The Contractor shall furnish to the Engineer-in-Charge sufficiently in advance a detailed statement showing his requirements of the types and quantities of materials agreed to be supplied by the Owner, with an indication of the time when relative types and quantities thereof shall be required by him for the works so as to enable the Owner to verify the quantities of materials specified by the Contractor and to enable the Owner to make arrangements for the supply thereof.
- (ix) The Owner shall not be responsible for any delay in the supply of any materials supplied or procured or agreed to be supplied or procured by the Owner, or failure to; make the supply and/ or procure the materials, and no such delay or failure shall anyway render the Owner liable for any claim for damages or compensation by the Contractor notwithstanding that an increase in the time of

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performance of the Contract be involved by virtue of such delay or failure and notwithstanding any labour, machinery or equipment brought upon to the Job Site by the Contractor being rendered idle by such delay or failure PROVIDED such delay or opinion of the Contractor, necessitate an extension of time for completion, the provisions of Clause 4.3.5.0 hereof relating to the extension of time and associated provisions thereof shall apply.

- (x) Notwithstanding any agreement by the Owner to supply to or procure any material for the Contractor, the Owner shall be entitled at any time, should the Owner find it difficult, to make such supply or procurement by virtue of the existence ;of force majeure conditions, act of enemies, transport and procurement difficulties, strike or labour trouble and/ or any other circumstances beyond the control of the Owner in respect of any specific materials or qualities thereof or generally in respect of all materials, to call upon the Contractors at his own cost and expenses to procure and/ or arrange procurement of the said materials from the market, and the Owner shall thereupon be relieved of all responsibilities for the supply or procurement of any material required to be arranged/ procured by the Owner in terms aforesaid.
- (xi) The Contractor shall maintain a day to day account of all material supplied to him by the Owner indicating the daily receipt(s), consumption and balanced(s) in hand of each material and category thereof. Such account shall be maintained in such form (if any) as shall be prescribed by the Engineer-in-charge and shall be supported by all documents necessary to verify the correctness of the entries in the account. Such account shall be maintained at the Contractor's office at the site, and shall be open for inspection and verification (by verification of documents in support of the entry as also by physical verification of, the stocks) at all times by the Engineer-in-charge and Site Engineer without notice, and for purpose the Engineer-in-charge/Site Engineer shall be permitted and enabled without obstruction to enter into any godown or other place or premises where the said material or any part thereof shall be stored and to inspect the same and to take by himself and/or through his representative (s) an inventory thereof.
- (xii) Storage & Safe-Keeping : All materials supplied by the Owner shall be taken delivery of held, stored and utilised by the Contractor as trustee of the Owner, and delivery of material to the Contractor shall constitute and entrustment thereof by the Owner to the

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Contractor, with the intent that any utilisation, application or disposal thereof by the Contractor otherwise than for permanent incorporation in the contractual works in terms hereof shall constitute a breach of trust by the Contractor.

- (xiii) The Contractor shall hold and store any material(s) supplied by the Owner only at such place and/or premises as may be approved by the Engineer-in-Charge, provided that no such approval shall absolve the Contractor in whole or parts of his full liabilities in respect of such materials, and the Contractor shall be and remain responsible at all times at his own risks and costs to ensure that the materials(s) supplied by the Owner are retained at all times in premises that are air and water tight and otherwise suitable for the storage for the storage of the material so as to prevent damage or deterioration for any cause whatsoever or theft or other loss, and shall arrange such watch and ward staff as shall be necessary to ensure the safety thereof.
- (xiv) The Engineer-in-Charge may at his discretion require that all premises in which any material supplied by the Owner is stored, shall be double locked with the keys to one lock retained by the Site Engineer or his representative with the intent that all issues of Owner's supplied materials shall be with the concurrence of the Site Engineer or his representative, as the case may be, provided that any such double locking and/or concurrence as aforesaid shall only the Contractor of his full liabilities or responsibilities in respect of such material.
- (xv) The Contractor shall at all times be exclusively responsible for any and all loss(es), damage(s) deterioration, misuse, theft or other application or disposal of the material(s) supplied by Owner or any of them, contrary to the provisions hereof and shall keep the Owner indemnified from and against the same and shall forthwith at his own cost and expense replace any such material. Lost, damaged, deteriorated, misused, stolen, applied and or disposed as aforesaid, with other material of equivalent quality and quantity.
- (xvi) The Owner shall be entitled as its discretion, either to require the Contractor to furnish an Indemnity Bond for the safe custody and accounting of all Owner's supplied materials, or to require the Contractor to take out at the cost of Contractor and keep in force at all times during the pendency of the contractual work policy(ies) of insurance against the risks for fire, lightning and theft for the

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full value of the Owner's supplied materials lying, stored and/or unutilised for the time being, such policies to be in the joint names of the Owner and the Contractor with exclusive rights in the Owner to receive all monies due in respect of such policy(ies), and with right in the Owner (but without obligation to do so) to take out and/or pay the premia for any such policy(ies), and deduct the premia and any other costs and expenses in this behalf from the monies for the time being due to Contractor PROVIDED that no such Indemnity Bond or policy(ies) of insurance, as aforesaid effected, shall anyway absolve the Contractor from his full liabilities hereunder, with the intent that the same shall be held merely by way of additional security and not by way of substitution of liability.

Notwithstanding anything stated above, it shall be responsibility of the Contractor to lodge with insurers and follow up claim(s), if any, under any policy(ies) of insurance aforesaid and nothing herein provided shall absolve Contractor from his full liabilities under provisions of this Clause and associated provisions hereof.

- (xvii) Ownership : Notwithstanding anything herein provided and notwithstanding the transference of all risks in respect of such materials to the Contractor, the ownership in respect of all Owner's supplied materials shall at all times be and remain in the Owner.
- (xviii) (a) Surpluses : The Owner shall have the option to acquire on payment or credit to the Contractor of the price thereof as hereinafter determined, any and/or all surplus materials, including but not limited to scrap, wastages and unserviceable materials supplied and/or remaining in the hands of the Contractor upon completion of the work or upon the prior determination of the contract for whatever reason, and the Contractor shall forthwith, upon being required to do so place the Owner in undisputed possession and custody of all such material noted for by the Owner and shall, at his own risks and costs, lift and transit the said material to the Owner's stored or otherwise as directed by the Engineer-in-Charge.
- (b) The price for such material shall be determined by the Engineer-in-Charge having due regard to the condition of the materials and the cost thereof as determined within the provisions of item(i) hereof above. In determining such price the Contractor shall not be entitled to any credit for transportation of the said materials to work-site as envisaged in item(iii) hereof above, or for return of said materials

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to Owner's stores or other destination as herein provided. The rice determined shall on no account be greater than the cost of the materials to the Owner as specified in item(i) hereof above.

The price for surplus material as determined by the Engineer-in-Charge shall be final and binding upon the Contractor.

- (xix) An inventory of all surplus material not opted for by the Owner shall made by the Contractor and such material may be retained for use or disposal by the Contractor subject to the Contractor obtaining at his risks and costs any and all such consents and approvals as may be required in this behalf under any law, rule or regulations having the force of law or any bond or undertaking or condition under which the same shall or may have been supplied to the Owner, subject to payment whatsoever as may or shall be liable to be paid on the sale of such material to the Contractor.
- (xx) Breach : If the Contractor shall default in replacing any Owner's supplied material lost, damaged, deteriorated, misused, stolen, misapplied or for which Contractor is unable to account for or disposed of within the provisions of item(xv) hereof above or shall fail to return to the Owner any surplus material within the provisions of item (xviii) hereof the Contractor shall be liable to pay to the Owner the market value of such material as determined by the Engineer-in-Charge and decision of the Engineer-in-Charge as to such market value shall be final and binding upon the Contractor.\

3.2.0.0 GOVERNMENT CONTROLLED MATERIALS :

- 3.2.1.0 The provisions of clause 3.1.5.0 with regard to the owner's supplied material shall also apply to all Government controlled materials or other materials in respect of which Licenses/release orders/permits/authorisations have been granted in the name Owner, and the contractor shall be deemed to be acting on behalf of the Owner and as agent of the Owner in respect of deliveries taken by the Contractor against any, Licenses, release order, permit, or authorisation issued in the name of Owner for Government controlled materials. The Ownership in such materials shall (without prejudice to the prejudice to the responsibility/liability of the Contractor in respect thereof as set out in the various items, included within clause 3.1.5.0 hereof) vest in the Owner from point of time when it would have ordinarily

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vested in the Owner on a direct delivery to the Owner.

3.3.0.0 POWER WATER AND OTHER FACILITIES :

- 3.3.1.0 The Contractor shall be responsible to provide within the scope of work all facilities necessary for performance of the work including (but not limited to) water, power, transportation, labour tools, construction and testing equipments and machinery and land at or about the land at or about the job site(s) for the Contractor's field offices, godowns, work-shop and residential accommodation for Contractor's staff, quarry rights for raw material, Borrow areas, access roads, and right(s) of way to or about the job site(s) and Contractor's offices, godowns, workshops accommodation, quarries and/or Borrow areas.
- 3.3.2.0 The Owner does not warranty or undertake provisions of any facility aforesaid or otherwise whatever to the Contractor, or assistance in obtaining/procuring the same or other assistance whatever for or in the performance or testing of the work and the Contractor shall not imply by conduct, expression or assurance or by any other means any promise or obligation on the part of the Owner contrary to the provision hereof, and any such promise or obligation understood by the Contractor shall be bidding upon the Owner.
- 3.3.3.0 Any assistance which the Owner renders to the Contractor in terms hereof or otherwise relative to the work by provision of any facility, water, power, transportation, labour, tools, construction and/or testing equipments and machinery, provision of land for quarries or borrow areas or for Contractor's office, godowns, workshop of accommodations or provision of rights of way, access road(s) and/or railway siding facilities, or otherwise howsoever in the performance or testing of the work(s) shall be without any attendant obligation upon the Owner or liability on the Owner for any failure, omission, delay or refusal in providing or continuing to provide the same, and shall not for any cause afford a basis or defence to the Contractor for any breach by the Contractor of any of his obligations under the Contract, nor ground for extension of time for completion.

3.4.0.0 POWER SUPPLY :

- 3.4.1.0 Without prejudice to the provisions of clause 3.3.0.0 hereof and following clauses thereunder, as and when adequate owner supply becomes available for the site, the Owner may at its discretion provide supply of power to the Contractor for the work from the nearest available point/sub-station from which source the Contractor shall at his own cost and initiative make arrangement for temporary distribution of power to Contractor's work(s) at the site. The Contractor shall as far as possible lay underground cables, the route of which shall be approved by the Engineer-in-Charge.
- 3.4.1.1 All arrangements for the distribution of power from source aforesaid and the work relative thereof shall be made/performed/installed in conformity with Indian Electricity Regulations, and shall be subject to prior approval by the Site Engineer. The Contractor shall employ licensed electricians to install and maintain its electrical works at job site.
- 3.4.1.2 The Contractor shall, at his own costs and initiative on completion or prior determination of the work or otherwise during execution of the work, if required by the Site Engineer because of hindrance caused thereby or for any other cause forthwith remove or re-route the distribution lines/installations/works or part(s) thereof, as the case may be, required to be removed/re-routed.
- 3.4.2.0 The Owner shall recover from the Contractor for power consumed by the Contractor from Owner's source(s) of supply at the rates prescribed by the Owner in this behalf in special conditions of contract. The amount due to the Owner in respect of such power supplied shall without prejudice to any other mode of recovery available to the Owner, be deductible from the Running Account/Final Bill(s) of the Contractor and/or any monies due to the contractor from time to time including Security Deposit.
- 3.4.2.1 The Contractor shall provide at his own cost suitable electric meters approved by the Site Engineer for measurements of the power units consumed by the contractor for determination of the payment due

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thereon to the Owner. Such meters shall be under the custody and control of the Owner.

3.4.2.2 In the event of failure or defect of meter(s) power charges shall be calculated on the consumption determined by the Engineer-in-Charge (whose decision shall be final both as regarded the existence of a defect or failure, and as regards the power consumed)

3.4.3.0 The Owner may at any time without notice or specifying any cause, suspend or discontinue power supply as aforesaid to the Contractor, and such suspension or discontinuance shall not entitle the Contractor any compensation or damages or constitute basis for extension of time for completion.

3.4.4.0 Power supplied by the Owner to the Contractor shall be entirely at the risk of Contractor as to the continuity and regularity of supply, maintenance of voltage and adequacy of load without any warranty by or liability to the Owner in respect thereof and without entitlement to the Contractor on grounds of discontinuance, fluctuation of voltage or inadequacy of load or and other cause whatsoever to claim from Owner in respect thereof or consequences thereof.

3.5.0.0 WATER SUPPLY

3.5.1.0 Without prejudice to the provisions of Clause 3.3.0.0 hereof and the following clauses thereunder, in the event of the Owner having adequate source of water supply at the site available for distribution, the Owner may at its discretion provide water to the Contractor for the work from the Owner's source of supply upon the Contractor at his own cost and initiative providing suitable pumping installations and pipe net work for the conduct of water to and distribution at the Contractor's place of work.

3.5.1.1 Such installation, pipes and other equipment shall be laid out / installed by the Contractor only with the prior approval of the Site Engineer so as not to interfere with the lay-out and progress of the other construction work at the site and access to or about the job site.

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- 3.5.1.2 The contractor shall forthwith on completion of the work or on earlier determination of the Contract or during the execution of the work(s), if so required by the Site Engineer on ground of hinderance or obstruction caused thereby or other cause whatsoever at his own cost and initiative, remove or re-route, as the case may be, any installation, pipes and/or other equipment or any part or portion thereof installed or erected by the Contractor for the conduction and/or distribution of water, and fill any trenches, ditches or other excavations done by the Contractor for the purpose thereof and restore the site to the same condition, in which it was prior to the installation.
- 3.5.2.0 The Owner shall recover from the Contractor for water consumed by the Contractor from Owner's source of supply at the rate of prescribed by the Owner. In this behalf from time to time, The amount due to the Owner in respect thereof shall (without prejudice to any other mode of recovery available to the Owner) be deductible from the Running Account / Final Bill(s) of the Contractor and / or payment due to the Contractor from time to time including Security Deposit.
- 3.5.2.1 The Owner shall recover from the Contractor's bills for water supplied to the Contractor at the rate prescribed by the Owner in this behalf in special conditions of Contract.
- 3.5.3.0 The Owner may without notice or specifying any cause suspend or discontinue water supply to the Contractor and such suspension or discontinuation shall not entitle the Contractor to any compensation or damages or constitute a basis for extension of the time for completion.
- 3.5.4.0 Water supplied by the Owner to the Contractor shall be entirely at the risk of the Contractor as to the continuity and regularity of supply and maintenance and adequacy of pressure without any warranty by or liability to the Owner in respect thereof and without entitlement to the Contractor on grounds of discontinuance, irregularity, drop or rise in pressure or other cause whatsoever to claim from Owner in respect thereof or the consequences thereof.

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3.6.0.0 LAND

- 3.6.1.0 Without prejudice to the provision of clause 3.3.0.0 hereof and following clauses thereunder, the Owner may at its discretion and convenience, if it has sufficient available land at its disposal, provide land to the contractor near or about the job site, for the construction of the Contractor's field office(s), godowns, workshops, assembly yard and residential accommodation required for or in connection with the execution of the work(s).
- 3.6.2.0 The Contractor shall at his own cost and initiative construct temporary buildings or other accommodation necessary for the purpose and make suitable arrangements for water and power supply thereto and for provision of sanitary, drainage and dewatering arrangements thereof in accordance with plans / designs / layout previously approved by the Site Engineer in this behalf.
- 3.6.3.0 Any land provided by the Owner to the Contractor within the provision hereof shall be strictly on a licence basis, and shall not create any right, title of interest whatsoever in the Contractor therein or in respect thereof.
- 3.6.4.0 The Contractor shall pay to the Owner licence fee @ Rs. 2/- (Rupees two only) per 100 (one hundred) sq. meter per month or part thereof for any land made available to the Contractor within the provision hereof, and the Owner shall be entitled (without prejudice to any other mode of recovery), to recover the licence fee from the Running / Final Bill(s) of the Contractor and / or payments due to the Contractor from time to time.
- 3.6.5.0 Notwithstanding anything herein provided, the Owner reserves the right at any time during the pendency of the work to ask the Contractor to vacate the land or any part thereof on giving 7 (Seven) days written notice to the Contractor in this behalf.

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- 3.6.5.1 Forthwith upon expiry of such notice or on completion of the work or earlier determination of the Contract, the Contractor shall remove all constructions, works, piping and other installation whatsoever not forming part of the contractual works, put up or erected by the Contractor upon the land, and shall have the land cleared, levelled and dressed to the satisfaction to the Engineer-in-Charge.

- 3.6.5.2 The Contractor shall not be entitled upon any vacation or notice within the provision of Clause 3.6.5.0 hereof to claim any resultant compensation or damage from the Owner, nor shall such notice or vacation constitute a ground or basis for any extension of time for completion.

- 3.6.6.0 Likewise the Owner may at its discretion and convenience upon such terms and conditions as the owner may prescribe in this behalf, arrange or allocate or provide to the Contractor borrow area(s) or quarry or mining rights and / or any right(s) of way or other access to or about the job site, and unless specifically excluded, the provision of clause 3.1.2.0 hereof above, shall apply in respect of any borrow are a quarry, mining right and / or right of way or other access allocated, arranged, provided or permitted by the Owner to the Contractor.

- 3.6.6.1 The Owner shall be entitled, at any time without notice to the Contractor, to suspend or withdraw use by the Contractor of any such area, right or access as aforesaid, and no suspension or withdrawal of such facility, or disruption or inadequacy thereof by virtue of flood, disrepair or other cause whatsoever shall form the basis of any claim by the Contractor for compensation or damages or ground for extension in time for completion.

- 3.7.0.0 Notwithstanding anything herein provided, the provisions of clause 7.0.6.0 hereof and related clauses applicable consequent upon termination of contract, shall apply to any breach by the contractor of his obligations within the provision of clauses 3.4.1.2, 3.5.1.2 and 3.6.5.1 hereof as to a breach of clause 7.0.5.0 hereof.

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3.8.0.0 Access to Site :

3.8.1.0 The Project site is situated between Bombay, New Delhi B.G. Line of Western Railway and new National Highway No. 8 at, approximately 3 K.M. north to Bharuch city in Gujarat State. The site is approachable by National Highway No. 8 and Bharuch is the nearest railway station.

3.8.2.0 The Contractor shall construct if necessary at his own cost and initiative, temporary access road to the site from the main public feeder road(s) and from borrow areas and mines and quarries, and shall so align such roads or ways so as not to interfere with the construction at the site of hamper construction of permanent road of the Owner.

3.8.3.0 The Contractor shall, if so required in or relative to the performance of any other work at the site or construction of permanent roads, suspend, discontinue use of and or route any access road constructed by him. No suspension, discontinuance or re-routing as aforesaid shall form the basis of any claim by the Contractor against the Owner for compensation or damages or ground for extension in time for completion.

3.9.0.0 Labour, Machinery & Equipment :

3.9.1.0 If during the execution of the works, the Owner shall for any cause find it necessary to do so, the owner may at its discretion and convenience provide labour, machinery and/ or equipment to the Contractor for the performance of the work and/or testing of the works. The terms and conditions for provision and/or hiring of such labour, equipment, machinery shall, in addition to any other conditions relative thereto as may be specified by the Owner, unless expressly excluded, be deemed to include the following :

- i) Charges : The labour, equipment and/or machinery shall be supplied at the rate (s) in this behalf prescribed by the Owner from time to time.
- ii) Recoveries : The amount (s) recoverable by the Owner from the

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contractor in respect of labour, equipment and/or machinery procured or supplied by the Owner shall (without prejudice to any other mode of recovery) be debited to the Contractor's account and deducted from the running Account/Final Bill(s) of the Contractor and or any moneys from time to time becoming due to Contractor.

- iii) General : Any labour, equipment, and/or machinery supplied or procured by the Owner shall be utilised by the Contractor only for use in the contractual work.
- iv) The Contractor shall be responsible to ensure utilisation of the equipment and/or machinery only within the capacity of such equipment and / or machinery to ensure the proper utilisation thereof in all respects without any manner of abuse excess. and shall follow and obey all instructions or directions as shall or may be given by the Site Engineer in respect thereof and if so required by the Site Engineer, shall provide at cost (to be determined by the Engineer-in-Charge in the event of dispute) labour for the operation, maintenance and repair of the equipment/ machinery and/or shall maintain and repair the same at his own costs and expense, and provide all the inputs necessary for the operation repair and maintenance thereof. including spare parts, fuel and lubricants. The Contractor shall the Owner indemnified from and against all losses, damages and/or costs, charges and expenses resultant from any breach or failure to observe the provisions hereof.
- v) The Contractor shall ensure the safe-keeping and custody of the equipment and machinery at the site and shall be exclusively responsible and accountable for any loss, damage, theft or mis-use thereof (and shall make proper arrangement for the storage and watch and ward thereof) and shall keep the Owner indemnified from and against the same.
- vi) The Contractor shall ensure return of the equipment/machinery to the Owner upon the completion of the works or earlier determination of the Contract or as and when called upon by the Owner to return the same during the execution of the work, in the same condition in which the equipment/machinery was at the time of bringing the same to job site or delivery to the contractor, as the case may be.

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- vii) The Owner shall be entitled at its discretion at any time during the execution of the work without notice to the Contractor, to suspend or withdraw use by the Contractor of any labour, equipment or machinery supplied or procured by the Owner, and no such suspension or withdrawal shall form the basis of any claim by the Contractor against the Owner for compensation or damages or otherwise, or constitute a ground for extension of time for completion.

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SECTION V

PERFORMANCE OF WORKS

4.0.0.0 GENERAL :

- 4.0.1.0 All works shall be performed and executed by the Contractor in strict conformity with the Job Description, Specifications, Plans, Drawings, Designs and other contract documents applicable to the specific work(s) and any relative instructions as may be issued to the Contractor by the Engineer-in-Charge or Site Engineer from time to time.
- 4.0.2.0 The Engineer-in-Charge and Site Engineer shall be entitled from time to time or at any time at their discretion to issue Written orders or instruction to the Contractor relative to the performance and/or execution of the work(s) by the Contractor otherwise relative to any matter touching or affecting the Contractor or arising therefrom, and to revise or revoke any orders or instructions previously issued, and the Contractor shall, subject of the following clause, obey and/or abide thereby.
- 4.0.2.1 Without prejudice to the provision of Clause 4.0.2.0 hereof and associated clauses thereto, should the Contractor require any clarification in respect of any orders or instructions issued by the Engineer-in-Charge, or should there appear to the Contractor to be any contradiction between any orders or instructions issued by the Engineer-in-Charge and/or between any order(s) and the Contract document or any of them, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge for his decision before proceeding further with the work, and the decision of the Engineer-in-Charge on any such matters shall be final and binding upon the Contractor who shall perform the work accordingly without entitlement to any claim against or compensation from the Owner resultant upon such order, instruction or decision.
- 4.0.3.0 The Contractor shall within (10) days of receipt of notification of Acceptance of Tender, name at each job site at which the Contractor shall be awarded any work under the contract, engineer(s) or other personnel work at the responsible for the job site on behalf of the Contractor. Said Engineer or other personnel of Contractor shall be the representative of the Contractor at the job site for and relative to all actions and transactions and dealings on behalf of the Contractor and to whom labour, materials, equipments and/or machinery procured or supplied by the Owner may be given and to whom all plans, Designs, Drawings, Orders and instructions or other documents or

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communications for or relative to the job site may be given, with the intent that all transactions and dealings had with the said Engineer(s) or other personnel shall be deemed to have been had with the Contractor, and any and all Plans, Drawings, Designs, Orders, instructions, Documents or communications and/or labour, material, equipment or machinery delivered to the said Engineer(s) or other personnel shall be deemed to have been delivered to the Contractor.

- 4.0.4.0 The Contractor shall also provide and maintain, at or about each job site, an office for the working accommodation of the Contractor's engineer and staff. Such office shall remain open and attended at all hours during which work is being performed at the job site, for the receipt of instructions, notices, and other communications.
- 4.0.5.0 The Contractor shall co-operate with and afford the Owner and other contractors engaged at the site, access to the work and supply at cost, determined by the Engineer-in-Charge, (whose decision shall be final) of power and water for the performance of the work entrusted to them and/or for the carriage and storage of materials by them and whenever any work is contingent or dependent upon the performance of any work by the Contractor or is being done in association, collaboration or in proximity with any other contractors. The Contractor shall co-operate with the Owner or other contractor(s)/agency(ies) involved in such work to ensure the harmonious working between the Contractor and the Owner/Contractor(s) / agency(ies) involved, and shall comply with any instructions issued by the Engineer-in-Charge for the purpose.
- 4.0.6.0 The owner shall be entitled at its discretion, to appoint one or more Engineers and/or other personnel at or about each job site on behalf of the Owner to do such acts, deeds, matters and things as may be necessary to safeguard the Owner's interest including (but not limited to) at the discretion of the Owner, supervision and testing of the work(s) being conducted by the Contractor at the job site and for rendering of such assistance to the Contractor relative thereto as the Owner or such Engineer(s) or personnel shall or may deem fit; it being understood, however, that the presence of any Engineer(s) or personnel of the Owner at or about each job site or any supervision, inspection or test performed or conducted by any such Engineer(s) or personnel of the Owner in respect of any work(s) or any other assistance rendered by such Engineer(s) and or personnel to the Contractor relative thereto, shall be without any attendant obligation or liability of the Owner vis-a-vis the Contractor, nor shall relieve. The Contractor of his full responsibility in respect of the work(s) under the Contract or bind the Owner to accept as satisfactory or complete and/or in accordance with the contract, any work(s) performed by the Contractor which has/have been supervised, inspected, tested or assisted by the said Engineer(s) and/or personnel of Owner.

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4.0.7.0 If the Contractor's work or any part thereof shall be consequent or resultant upon any works performed by any other person or shall be in continuance thereof to otherwise based or founded therein, the Contractor shall before commencing with its/his work, bring to the notice of the Engineer-in-Charge and the Site Engineer in writing any defects existing in said prior works.

4.1.0.0 THE JOB SITE :

4.1.1.0 The Owner shall furnish the Contractor with only a level bench mark, and the Contractor shall at his own cost hand initiative set out the works to the satisfaction of the site Engineer, but shall be solely responsible for the accuracy of such setting-up notwithstanding satisfaction as aforesaid of the Site Engineer or any other assistance rendered by the Site Engineer for the purpose.

4.1.2.0 The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates level marks, profiles and the like and shall take all precautions necessary to prevent their removal or disturbance, and shall be responsible for the consequence of such removal or disturbance, and for their efficient and timely re-instatement. The Contractor shall also be responsible for the maintenance of all survey marks, boundary marks, distance marks, and centre line marks whether existing or supplied/fixed by the Contractor.

4.1.3.0 Before commencing the work the Contractor shall at his own cost and initiative provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bench marks acceptable to the Site Engineer. The centre, longitudinal or face line and cross line shall be marked by means of small masonry pillars. Each pillar shall have a distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are approved by the Site Engineer in writing, but such approval shall not relieve the Contractor of any of his responsibilities in respect of the adequacy or accuracy thereof. The Contractor shall also provide all labour, material and other facilities necessary for the prior checking of layout and inspection of the points during construction.

4.1.4.0 Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.

4.1.4.1 On completion of works, the Contractor must submit to the Engineer-in-Charge the geodetic documents according to which the work was carried out.

- 4.1.5.0 The Contractor shall be exclusively responsible for the provision and maintenance of horizontal and vertical alignments and levels and for the correctness of every part of the work in accordance therewith and shall at his own cost rectify any errors or imperfections therein.

4.2.0.0 CONDITIONS OF WORK :

- 4.2.1.0 Work shall be carried on for a minimum of 48(forty eight) hours in a week and 8(eight) hours on any working day. If necessary, Contractor shall work overtime or in two or more shifts in a day, however, the prior permission for working overtime or in shifts shall be obtained by him from Engineer-in-Charge. The Contractor shall not be entitled to any extra compensation or remuneration for overtime or double or triple shift working nor shall the owner be any wise responsible for any idle time payments to the Contractor's staff or for labour, equipment or machinery, howsoever occasioned.
- 4.2.1.1 Should it be necessary to work on Sundays and holidays, the Contractor shall so work without extra compensation. In order to enable representation of owner at the concerned job site(s) of such working at least 2 (two) days in advance thereof.
- 4.2.2.0 The execution of the work(s) shall entail working in the monsoon also insofar as necessary and the Contractor shall maintain at each job site at all times, during the monsoons, such material, labour, equipment and machinery as may be required for the performance of the work during the monsoon, and shall plan well in advance for the collection of materials and equipment and the erection of such tarpaulins, sheds, wind breakers and/or other protection as shall or may be necessary for the work during the monsoon, so that the monsoon shall not hamper working.
- 4.2.2.1 The Contractor shall also arrange and bring to each job site such special equipment and machinery as may be necessary to enable work during the monsoon and shall at his own cost and initiative arrange for dewatering the job sites so as to keep the construction site and areas to be worked upon, free of water.
- 4.2.2.2 The Contractor shall not be entitled to any extra compensation or remuneration for or relation to any work during the monsoon, or for or relative to any special arrangements to be made and/or equipments or machinery to be brought to the job sites to enable such workings.

4.3.0.0 TIME FOR COMPLETION

- 4.3.1.0 The Contractor shall complete in all respects in accordance with the Contract the entire work at each job site within the time specified in this behalf in the time schedule.
- 4.3.2.0 Within 7(seven) days from the date of receipt of notification of Acceptance of Tender the Contractor shall submit to the Owner for approval in respect of each job site or groups of work if so required, a detailed Progress Schedule in graphical or other suitable form giving dates of starting and finishing of various operations and works relative to the work, providing sufficient margin to the cover for contingencies and for final testing and consequential reparation etc.,if any required. The Site Engineer and the Contractor shall thereafter within 7(seven) days settle the Progress Schedule so settled shall be the approved Progress Schedule and shall form part of the contract with attendant obligation involved on or before the date (s) mentioned in the Progress Schedule to conclude the said work(s)/operation(s) or before date in this behalf in the approved Progress Schedule, and default by Contractor to commence or complete within prescribed date(s) any work or operations shall be deemed to be a breach by the Contractor to which the provision of Clause 7.0.1.0 hereof to termination of contract shall be applicable, but without prejudice to any other rights or remedies Owner may have in this behalf.
- 4.3.4.0 Any reference in the Contract documents to the "Approved Progress Schedule "or to the "Progress Schedule "shall mean the "Approved Progress Schedule " specified in Clause 4.3.2.0 above or the "Progress Schedule" prepared and issued by the Engineer-in-Charge as specified in Clause 4.3.3.0 above, whichever shall be in existence.
- 4.3.5.0 Within 7(seven) days of the occurrence of any act, event or omission which, in the opinion of the Contractor, is likely to lead to delay in the commencement or completion of any particular work(s) or operation(s) or the entire work at any job site(s), and is as such would entitle the Contractor for an extension of the time specified in this behalf in the Progress Schedule(s), the Contractor shall inform the Site Engineer and the Engineer-in-Charge in writing of the occurrence of the act, event or omission and the date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event or the fulfillment of the omission, the Contractor is of opinion that an extension of the time specified in the Progress Schedule relative to any particular operation(s) or item(s) of work or the entire work at any job site (s) is necessary the Contractor shall within 7(seven) days after the cessation or fulfillment as aforesaid make a written request to the Engineer-in-Charge for extension of the relative time specified in the Progress Schedule, and the

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Engineer-in-Charge may at any time prior to completion of the work extend the relative of completion in the Progress Schedule for such period(s) as he considers necessary, if he is of opinion that such act/event/omission constitutes a ground for extension of time in terms of Contract and that such act/event/omission has in fact resulted in insurmountable delay to the Contractor. The opinion/decision of the Engineer-in-Charge in this behalf and so the extension necessary shall, subject to the provisions of Clause 4.3.6.0 hereof, be final and binding upon the Contractor.

- 4.3.6.0 Notwithstanding the provision of Clause 4.3.5.0 hereof , the owner may at any time of its own initiative or at the request of the Contractor, if satisfied of the existence of any ground(s) justifying the delay/extension, extend the date for completion of the work or any item or operation thereof for such period(s) as the Owner may consider necessary, and the decision of Owner on any request made by the Contractor as to the existence or otherwise of any grounds justifying the extension and as to the period(s) of extension necessary shall be final and binding upon the Contractor.
- 4.3.7.0 Subject as elsewhere herein or in the contract documents expressly provided only the existence of force majeure circumstances as defined in clause 4.3.8.0 hereof shall afford the Contractor a ground for extension of time for completion of the work or any part of the work or any operation(s) involved therein, and specifically without prejudice to the generality foregoing, inclement or unforeseen whether strike, shut-down, third party breach, delay in payment or commercial hardship shall not afford Contractor a ground for extension of time or relieve the Contractor of his full obligations under the Contract, nor will any shut-down or idle time charges by payable by Owner to Contractor for any delay in the commencement, progress or completion of the work due to any reason whatsoever, include due to the existence of force majeure circumstances.
- 4.3.8.0 The item "force-majeure" as employed in this contract shall mean, war-declared or undeclared, civil war, tidal wave, forest fire, major flood, earthquake, lightening, abnormal rains and illegal strike.
- 4.3.9.0 Upon an extension of the time of completion of the work or any part of the work or any operation(s) involved therein, the extended date/time of completion shall be deemed to be the relative date of completion in the progress schedule.

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4.3.10.0 No assurance, representation, promise or other statement by any personnel, Engineer or representative of the Owner in relation to extension of time for commencement or completion of any work(s) or operation thereof or/of the entire works under the Contract shall be binding upon the Owner or shall constitute an extension of time for commencement or completion of the entire work(s) or any part or operation thereof within the provision of Clause 4.3.5.0 or clause 4.3.6.0 hereof unless the same be communicated to the Contractor in writing by the Engineer-in-Charge under clause 4.3.5.0 or by the Owner under Clause 4.3.6.0 and the writing specifically states to embody an extension of time within the provision of Clause 4.3.5.0 or 4.3.6.0 as the case may be and without prejudice to the foregoing, the mere agreement or any site representative of the Owner at variance with the Progress Schedule, or approved Progress Schedule, as the case may be, referred to in Clause 4.3.2.0 and/or 4.3.3.0 or containing an extended time of commencement or completion in respect of the entire work(s) or any part or operation thereof shall not anyway constitute an extension of time in the terms of the Contract so as to bind the Owner or relieve the Contractor of all or any of his liabilities under the Contract, nor shall constitute a promise on behalf of the Owner or a waiver by the Owner of any of its rights in terms of the Contract relative to the performance of the contract within the time specified or otherwise. but shall be deemed only (at the most) as a guidance to the Contractor for better organising his work on a recognition that the Contractor, has failed to organise his work and/or perform the same within the time specified in the Progress Schedule established within the provision of Clause 4.3.2.0 or 4.3.3.0 hereof, as the case may be.

4.4.0.0 LIQUIDATED DAMAGES :

4.4.1.0 If there is any delay in the final completion of the work at any job site or specific works in respect of which a separate Progress Schedule has been established beyond the date for the final completion of the work or works aforesaid at the job site as stipulated in the Progress Schedule, the Owner shall (without prejudice to any other right of Owner in this behalf) be entitled to liquidated damages for the delay 1% (one percent) of the total contract value for each week that the work remains incomplete beyond the Scheduled date of final completion for the work or works, as the case may be, at the job site, subject to a maximum of 10% (ten percent) of the total contract value.

4.4.2.0 To ensure good progress during the execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete, on fifth of the work before one fourth of the time allowed under the Contract has elapsed three eights of the work before one half of such time has elapsed and three forth of the work before three forth of

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such time has elapsed. In the event of Contractor failing to comply with this condition, he shall be liable to pay as compensation in amount as stipulated in Clause 4.4.1.0

- 4.4.3.0 "Total Contract value" for the purpose of Clause 4.4.1.0 shall mean the total dues of the Contractor under the contract arrived at on a final reckoning and settlement thereof, or the total contract value for the purpose of Security Deposit as specified in the acceptance of Tender, whichever shall be the greater.
- 4.4.4.0 Nothing in paragraph 4.4.1.0 above shall prevent the Owner from exercising its right of termination of Contract under clause 7.0.1.0 hereof and associated clause there-under and Owner shall be entitled, in the event of exercising its said right of termination after the date of final completion of the work as stipulated in the Progress Schedule, to liquidated damages as aforesaid for the intervening period in addition to nay other amount as may be due consequence to a termination under clause 7.0.1.0 hereof and associated clauses thereunder.
- 4.5.0.0 REPORT AND RECORDS :
- 4.5.1.0 The Contractor shall from time to time maintain at each job site (in addition to any records or registers required to be maintained by the Contractor under any law, rule or regulation having the force of law) such records and registers as the Engineer-in-Charge or Site Engineer shall or may require the Contractor to keep and/or maintain from time to time.
- 4.5.2.0 In addition to any other records or registers to be maintained by the Contractor from time to time and/or reports required to be furnished by the Contractor, the Contractor shall daily or otherwise as may be prescribed by the Engineer-in-charge or Site Engineer, submit to the Site Engineer a Progress Report of all work done and/or progress achieved by the Contractor at each job site within preceeding day or the period of last report as the case may be.
- 4.5.2.1 The receipt and/or acceptance of any such report by the Site Engineer shall be without prejudice to the full rights and remedies of Owner and obligations/liabilities of Contractor under the Contract, and shall not anywise operate as an estoppel against Owner by reason only of the fact that no notice or objection was taken of any information contained in any such report; nor shall any statement in any such report be deemed to be correct merely by virtue of the existence of such statement and it being uncontroveted by the Owner.

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- 4.5.3.0 The Contractor shall maintain at each job site a work Order Book in which all orders and instructions shall be entered. These will be signed by the Contractor or his Engineer or agent by way of acknowledgments within 12(twelve) hours of delivery of the order or instruction failing which the same will be deemed to be accepted by the Contractor.
- 4.6.0.0 EXECUTION OF THE WORK :
- 4.6.1.0 The Contractor shall provide sufficient labour, staff (qualified and unqualified), machinery, tools and equipment, material and things whatsoever necessary for the proper performance of the work and to ensure the rate of progress as envisaged in the Progress Schedule.
- 4.6.2.0 If in the opinion of the Engineer-in-charge or Site Engineer (the opinion of either of whom in this behalf shall be final) the work(s) - operation (s) at any job site or as a whole is / are not meeting the progress necessary to achieve the relative date of completion in the Progress Schedule, the Engineer-in-Charge or Site Engineer may instruct the Contractor to employ/provide additional labour, staff, machinery, tools, equipments or material necessary to achieve the required progress and Contractor shall forthwith comply with such instructions.
- 4.6.3.0 Should contractor fail to comply with such instruction(s) or fails to comply therewith to satisfaction of the Engineer-in-Charge or Site Engineer (the opinion of either of whom in this behalf shall be final and binding upon the Contractor) the Engineer-in-Charge or Site Engineer may, at his discretion at the risk and cost of Contractor appoint, procure or provide the additional labour/ staff/machinery/tools/material etc as the Engineer-in-Charge or Site Engineer (the decision of either of whom in this behalf shall be final and binding upon the Contractor) considers necessary to achieve the necessary progress in relation to any particular work/operation or the work as a whole, or may appoint sub contractor(s) for the performance of any particular work or operation. In so doing, Engineer-in-Charge / Site Engineer shall be deemed to be acting for and on behalf of and as agent of the Contractor and all such appointments/ procurement/provision shall be deemed to have been made by the Contractor and shall be paid for by the Contractor. In addition to the order amounts payable to Owner under Section-3 hereof in respect of any labour/staff/machinery/ tools/material etc. as aforesaid procured or provided by the Owner, the Owner shall be entitled in this event to 10% (ten percent) as supervision Charges on the total amount due as computed under Section-3 hereof.
- 4.6.4.0 Should the Engineer-in-Charge or the Site Engineer at any stage (notwithstanding that the time for completion of the relative work or item of work as specified in the progress Schedule has not expired) be of opinion

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(the opinion of the Engineer-in-Charge/Site Engineer in this behalf being final) that the performance, of any work or item of work by the Contractor is unsatisfactory (whether in the rate of progress, the manner, quality or workmanship of the performance, or in the adherence to specification, or in the omission, neglect or failure to do, perform, complete or finish any work or item, or for any other cause whatsoever) the Engineer-in-Charge/Site Engineer shall be entitled (without prejudice to any other rights of the Owner and/or obligations of the Contractor under Contract) at his discretion and at the risk and cost of the Contractor either to appoint, procure and/or provide such labour/staff/machinery/tools/materials, etc as the Engineer-in-Charge/Site Engineer (the decision of either of whom shall be final and binding upon the Contractor) considers necessary to achieve satisfaction in relation to the particular work, operation or item of work, or the work as a whole, as the case may be, or to appoint one or more Sub-Contractors for the satisfactory performance thereof or any part thereof or may undertake the performance thereof or any part thereof departmentally, and the provisions of Clause 4.6.3.0 hereof shall mutandis apply to any action taken by the Engineer-in-Charge / Site Engineer pursuant to this Clause in the same manner as applicable to an action taken under the said Clause.

4.6.5.0 Any action taken by the Engineer-in-Charge or Site Engineer under clause 4.6.3.0 and/or 4.6.4.0 shall be without prejudice to the full rights of the Owner and the full liability of the Contractor under the Contract including but not limited to the Owner's full rights under clause 4.4.0.0 and associated clauses thereunder, and under Clauses 7.0.7.0 and 7.0.8.0 hereof.

4.7.0.0 SUB CONTRACTS

4.7.1.0 The Contractor shall not assign, sub-contract or sublet the whole or any part of the work in any manner PROVIDED that the Contractor may, with the prior written approval of Engineer-in-Charge, Sub-Contract any particular work or part of the work to a Sub-Contractor approved by the Engineer-in-Charge.

4.7.2.0 Each Sub-Contractor shall be covered by the Contract on the same basis as the Contractor, provided, however, that notwithstanding approval of the Sub-Contract as aforesaid and notwithstanding that the Owner/Engineer-in-Charge shall have received a copy of the Contract between Contractor and Sub-Contractor, the Contractor shall be and shall remain exclusively responsible to the Owner for the due and proper performance of the Contract, and Sub-Contractor shall for all purposes vis-a-vis the Owner be deemed to be the servant/agent of Contractor employed for the performance of the particular work with full responsibility on Contractor for all acts, omissions and defaults of the Sub-Contractor and any rights that Owner may separately have or reserve against Sub-Contractor under the Contract shall be without prejudice to the foregoing.

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- 4.7.3.0 Subject as hereinabove in this behalf specifically permitted and provided, the Contractor shall not sub-contract any work under the Contract, and any sub-contractor in breach hereof shall be deemed to be an assignment of the Contract or part or portion thereof, sub-contracted as the case may be.
- 4.7.4.0 If any sub-contractor engaged upon the work at the site executed any work which in the opinion of the Engineer-in-Charge is not of requisite standard (the opinion of the Engineer-in-Charge being final in this behalf), the Engineer-in-Charge may by written notice to the Contractor require the Contractor to terminate such sub-contract, and Contractor shall upon the receipt of such notice terminate such sub-contract at the risks and cost of Contractor, and shall keep Owner indemnified against the consequences.
- 4.7.5.0 Notwithstanding such sub-contract being aproved by Engineer-in-Charge as herein envisaged, the Contractor shall at the commencement of every month Furnish Engineer-in-Charge with a list of all Sub-Contractors engaged and working at the site during the previous month, with particulars of the general nature of works performed by them.
- 4.8.0.0 MISCONDUCT :
- 4.8.1.0 If and whenever any of the Contractor's or sub-contractor's agents, sub agents, consultants or employees shall in the opinion of the Site Engineer (whose opinion in this behalf shall be final) be guilty of mis-conduct or be incompetent or indifferently qualified or negligent in the performance of his/their duties, or if in the opinion of Engineer-in-Charge (which shall be final) it is undesirable for any reason (which need not be disclosed to the Contractor) for such person(s) to be employed in the works, the Contractor, if so directed by the Site Engineer, shall forthwith remove or cause to be removed such person(s) from employment thereon, and any persons) so removed shall not be re-employed in the works, except with the prior permission in writing of the Site Engineer, Should the Contractor be requested to repatriate any person removed from the works, the Contractor shall do so forthwith at his own cost. Any person(s) so removed from the works shall be immediately replaced at the expense of Contractor, by a qualified and competent substitute.
- 4.8.2.0 The Contractor shall keep the Owner indemnified from and against all person and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act, omission or interomission on part of any sub Contractor or agent, sub-agent, consultant or employee of the Contractor, whether committed, omitted or arising within or without the contract, sub-Contract, agency or employment, as the case may be.

SECTION 6

INSPECTIONS AND TESTING

5.0.0.0 INSPECTIONS AND TESTING OF MATERIALS :

- 5.0.1.0 The Owner shall be entitled at all time at the risk of Contractor to inspect and/or test by itself or through an independent person(s) or agency (ies) appointed by the Owner and / or direct the Contractor to inspect and/or test all material(s), items and components whatsoever supplied or proposed for supply for incorporation in the works, inclusive, during the course of manufacture or fabrication by the Contractor and/or at the Contractor's work or otherwise of such material, items or component. The inspection and/or test shall be conducted at the expense of the Contractor, and if conducted by the Contractor may be directed by the Owner to be conducted by agency(ies) nominated by the Owner and/or in the presence of a witness (es) or agency (ies) nominated by the Owner.
- 5.0.1.1 Where the manufacture / fabrication of any material, item or component intended for incorporation in the work is being done by any person(s) other than the Contractor and/or in the premises / workshop (wherever situated) of any person other than the Contractor, the Contractor shall procure and arrange for the inspection and/or tests thereof with such other person(s) and shall provide the Owner and/or its agents every facility and assistance necessary for the inspection and/or tests.
- 5.0.1.2 The Contractor shall also on receipt of intimation of any communication of any inspection or tests by the Owner or any agency (ies) nominated by the Owner in this behalf, present himself or his authorised representative at the place of inspection and/or testing to receive any orders or instructions consequent there to as shall be necessary.
- 5.0.2.0 The Contractor shall furnish to the Site Engineer for approval when requested, or as required by the specifications or other contract documents, adequate samples of all materials and finishes intended for incorporation in the works, such samples to be submitted before the work is commenced permitting sufficient time for tests/examinations(s) thereof by the Owner. All materials furnished and finished incorporated in the work shall conform to the approved sample(s) in all respects.

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5.0.3.0 The Site Engineer shall be entitled to reject at any time defective material, item or component (including specially manufactured or fabricated items and components) supplied by the Contractor for incorporation in the work notwithstanding previous inspection and/or testing thereof by or on behalf of Owner without rejection and notwithstanding previous approval thereof by or on behalf of the Owner (the decision of the Site Engineer as to any defect as aforesaid being final and binding upon the Contractor) and upon such rejection the Contractor shall either perform such work or improvement thereon or in respect thereof as shall be necessary to bring the material/item/component to the requisite standard, or shall if so required by the Site Engineer (whose decision in this behalf shall be final) remove the rejected material/item/component from the job site within the time specified by the Site Engineer (whose decision shall be final) and replace it as his own cost and expense (without additional remuneration or compensation in respect thereof) with materials(s)/item(s)/component(s) approved by the Site Engineer, and the provisions of clause 5.1.7.0 hereof shall apply to default by the Contractor of the provisions of this clause.

5.1.0.0 INSPECTION AND TESTING OF WORKS :

5.1.1.1 The Contractor shall at all time ensure highest standards of workmanship relative to the work to the satisfaction of the Site Engineer. The Site Engineer shall have power to inspect the work in all respects at any and all times upto completion of the work as also to test or instruct the Contractor to test the works or any structure, material or component thereof at the risks and cost of the Contractor either by the Contractor or by any agency(ies) nominated by the Engineer-in-Charge or Engineer-in this behalf.

5.1.1.2 The Contractor shall provide all facilities, instruments, material/labour and accommodation required for testing the works (including checking the setting out of the works) and shall afford the Site Engineer all assistance necessary to Conduct the tests.

5.1.1.3 The Contractor shall also provide and keep at all time during the progress of the work and maintenance period, proper means of access to the works and every part thereof by means of ladders, gangways etc, and the necessary attendance to move and set up the same as directed by the Site Engineer for inspection or measurement of the works.

5.1.2.0 On no account shall the Contractor proceed with concreting or other work in foundations and in superstructure by covering up or otherwise placing beyond reach of inspection or measurement any work before necessary inspection entries are filled in the Site Inspection Register by the Site Engineer or his authorised

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representative should the Contractor's risk and expense for carrying out the inspection and measurement.

- 5.1.3.0 Should the Contractor fail to comply with any of the provisions a foregoing relative to inspection and/or testing of the works, the Site Engineer shall in his absolute discretion be entitled to remove/dismantle and/or uncover, as the case may be, at the risk and cost of Contractor for test and examination of any structure, material or component thereof installed, erected or put-up by the Contractor and to conduct or have conducted the test(s) and/or examination at the risk and cost of the Contractor in such event the Contractor shall also bear the risks and costs of replacements, reinstallation or re-erection of the concerned structure/material component, as the case may be.
- 5.1.4.0 Notwithstanding anything provided in the foregoing clauses thereof, the Contractor shall be and remain liable at his own cost and initiative to conduct all tests at all relevant times during supply, erection and installation of any works, structure, material or component a shall be required in terms of the Contract documents or by the Engineer-in-Charge or Site Engineer, such tests to be conducted through agency(ies) specified or approved by the Engineer-in-Charge or Site Engineer in this behalf.
- 5.1.5.0 Should the Site Engineer on inspection or test be not satisfied with the quality or workmanship of any work structure, material or component (the decision of the Site Engineer being final in this behalf), the Contractor shall re-perform, replace, reinstall and/or re-erect, as the case may be, such work, structure, material or component, and no such rejected work, structure, material or item or component shall be re-used with reference to the work except with the prior permission of the Site Engineer, and the provision of Clauses 5.1.7.0 here of shall apply to default by the Contractor of the provisions of this clause.
- 5.1.6.0 Notwithstanding anything provided in foregoing clauses hereof and notwithstanding that the Site Engineer and/or his representative has inspected, tested, and/or approved any particular work, structure material or component, such inspection, test or approved shall not absolve Contractor of his full responsibility under the contract, inclusive of and relative to specification fulfillments and performance guarantees, the said inspection, and test procedure being intended basically for satisfaction of Owner that prima facie the erection done and/or material and equipment supplied for incorporation in the work is in order.
- 5.1.7.0 Should the Contractor fail to re-perform, replace, re-install and / or reject as the case may be, any work structure, material or component rejected as found defective in terms of clause 5.1.5.0 here of within such period as the engineer-in-charge may specify by the written notice to the contractor in this behalf the

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contractor shall be deemed to be in breach of contract within the provisions of clause 7.0.1.0 hereof with regard to terminations of contract and associated provision the reunder and the owner shall be entitled (without prejudice to any other right or remedy available to the owner) upon expiry of the period specified in said notice to demolish and/or remove the rejected/defective work, structure, material or component and re-perform, replace re-install and/or re-erect as the case may be the same by itself or through other agency, or Contractor at the risks and costs of the contractor in all respects, and recover the cost incurred by the owner in this behalf together with a supervision charge 10% (Ten percent) there on admissible to the owner and the Owner shall be entitled 9 without prejudice to any other mode of recovery) to deduct the same from the running Account/Final Bill (s) of the contractor or any monies becoming due to the contractor from time to time and the decision of the Engineer-in-charge as to the cost incurred by the Owner as aforesaid shall be final and binding upon the Contractor.

5.2.0.0 Final Test & Possession of Works :

- 5.2.1.0 As soon as the works have been completed in all respect to the satisfaction of the Site Engineer, Final Test of the works shall be undertaken by the contractor at the risks and costs of the Contractor in the presence of the site Engineer or his authorised representative. The owner may at its discretion permit Final Tests piecemeal in respect of particular parts (s) or section (s) or groups (s) of the works or in respect of particular job site (s) involved.
- 5.2.1.1 Upon satisfactory conclusion of the Final Test Certificate witnessed by the contractor, which shall certify the date on which the Final Test in respect of the works have been successfully completed and where Final Tests have been conducted in piecemeal shall certify the date on which the Final Tests in respect of the concerned parts (s)/sections (s)/ groups (s) job site (s) have been successfully completed, and notwithstanding Final Tests having been conducted in respect of the entire works, the Owner may at its discretion issue a Final Test Certificate in respect of a particular part, section, group or job site.
- 5.2.2.0 As and from the date of successful completion of Final Tests as mentioned in the Final Tests Certificate, the Owner shall be deemed to have taken over the work (s) part (s) / section (s) / group (s) in respect of which the Final Test Certificate has been issued.
- 5.2.3.0 If during Final Tests or prior thereof any defect(s) in the design (insofar as the work may involve any designing on the part of the Contractor) or if any work performed or structure or component install/erected or in any installation/erection or material, or other items incorporated in the works is/are noticed, the Contractor

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shall forthwith remove and/or demolish the same and re-perform, replace re-install and re-erect the same and otherwise do and provide whatever is necessary to be done or provided to correct, repair, and/or rectify the defect(s) to the satisfaction of the Site Engineer, and if the defect(s) be discovered during Final Tests, the Contractor shall there after repeat the Final Tests or such of them as may be required to be repeated and so on until successful conclusion of Final Tests as aforesaid without defect in respect of the entire works.

5.2.3.1 Should the Contractor fail to correct, repair or rectify any defects as aforesaid the Provision of Clause 5.1.7.0 hereof shall mutuality-mutandis apply as for defect under Clause 5.1.5.0

5.2.4.1 Notwithstanding anything provided in Clause 5.2.2.0 hereof, the Owner shall be entitled without prejudice to any other rights of the Owner or liabilities of the Contractor under the foregoing provisions hereof or otherwise under the Contract, including the rights of the Owner under clauses 4.4.0.0 hereof and associated clauses thereunder and Clause 7.0.1.0 hereof and associated thereunder :

(i) If by reason of any default on the part of the Contractor a Final Test certificate has not been issued in respect of the entire works within 30 (thirty) days after the date fixed for completion of the entire works at all job sites in the Progress Schedule(s), to take over and use any portion of works in respect of which Final Test Certificate has not been issued, with or without affording the Contractor further opportunity for completing the works for issue of the Final Test Certificate :

(ii) At any time during the progress of the works, notwithstanding that the completion of the entire works or concerned part, portion or section thereof according to the progress(es) shall not have expired, to take over and/or use for any purpose the incomplete or partially completed work or any part or portion or section thereof, as the case may be, and give the Contractor an opportunity for Completing the work or relative part or portion or section thereof, as the case may be, within the time for completion permitted thereon under the Progress Schedule and if in the opinion of the Contractor, such taking over and/or use shall require an extension of time for completion, the provision of Clause 4.3.5.0 hereof and any associated Clauses thereunder relating to extension of time shall apply Provided always that take over, possession or use of the works or any part or portion or section thereof by the Owner within the provisions of item(i) and or item(ii) above shall not be deemed to be an acceptance or work or relative part or portion or section thereof by the Owner or relieved the Contractor of his obligation in respect thereof under the Contract.

5.3.0.0 COMPLETION CERTIFICATE :

5.3.1.0 Within 7 (seven) day-of issue of Final test Certificate in respect of the works at any job site covered by the Contract the contractor shall clear the job site of all scaffolding wiring, pipes, surplus materials. Contractor's labour, equipment and machinery and shall demolish, dismantle and remove all Contractor's site offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the job site or an any land allotted to Contractor by the Owner and not incorporated in the permanent works and shall remove all rubbish from the job site and the land allotted to Contractor and shall clear, level and dress the job sites and said land to the satisfaction of the Site Engineer, and shall put the Owner to undisputed custody and possession of the job site and all land allotted by the Owner to the Contractor, and unless the Contractor shall have fulfilled the provision of this Clause, the works shall not be deemed to have been completed and failing compliance by the Contractor of the provisions of this clause, the provisions of Clauses 7.0.6.0 hereof relating to termination of contract and associated provision thereunder shall apply.

5.3.2.0 Upon the satisfactory fulfillment by the Contractor of the provision of Clause 5.3.1.0 hereof, the Contractor shall be entitles to apply to the Engineer-in-Charge for a Completion Certificate in respect of the entire work of the works at any job site, as the case may be, upon submission of the following documents :

- (i) The Technical Documents according to which the work was carried out.
- (ii) Complete set of working drawings showing therein correction and modification (if any) made during the course of execution of the works, signed by the Engineer-in-Charge.
- (iii) Certificates of final levels as set for various works, signed by the Site Engineer.
- (iv) Final Test Certificate.
- (v) Certificate of Site Engineer of satisfactory fulfillment of the provisions of clause 5.3.1.0 hereof.
- (vi) List of Owner supplied surplus material returned to Owner's stores, signed by the Site Engineer.
- (vii) Materials-at-site accounting for Owner supplied materials signed by the Site Engineer. Final Bill shall be made by the Contract only after the site is made clear from all the materials and debris.

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- (viii) List of scrap materials returned to Store, signed by the Site Engineer, and
- (ix) Discharge Certificate in respect of Owner supplied equipment and machinery signed by the Site Engineer.

5.3.3.0 If the Engineer-in-Charge is satisfied of the completion of the work relative to which the Completion Certificate has been sought and of the completeness in all respect of the documents specified in clause.

5.3.2.0 hereof, the Engineer-in-Charge shall within 14 (fourteen) days of receipt of the completion Certificate, issue a completion Certificate in respect of the works for which the Completion Certificate has been applied.

5.3.3.1 The issue of a Completion Certificate shall be without prejudice to the Owner's rights and Contractor's liabilities under the Contract, including the Contractor's liability for the defect liability period under Clause 5.4.1.0 hereof nor shall the issue of a Completion Certificate in respect of the works or work at any job site be constructed as a waiver of any right or claim of the Owner against the Contractor in respect of work or the works at the job site in respect of which the Completion Certificate has been issued.

5.3.4.0 Upto and until issue of the Completion Certificate as provided for herein above in respect of the work or the works at any job site the relative work(s) shall be and remain at the risks of the Contractor in all respects, including (but not limited to) accident, fire, lightning, earthquake, flood, storm, tempest, riot, civil commotion and/or war.

5.4.4.0 DEFECT LIABILITY PERIOD AND LATENT DEFECTS :

5.4.2.0 Defect liability period for works unless otherwise specified shall be 12(twelve) months from the date of issue of Completion Certificate and the Contractor shall at his own cost and initiative, correct, repair and/or rectify any and all defect(s) and/or imperfections in the design of the work (insofar as the Contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the Contractor failing to do so the provisions of Clause 5.1.7.0 hereof shall apply.

5.4.2.0 CONTRACTOR TO SEARCH :

The Contractor shall it required by the Engineer-in-Charge in writing search for the cause of any defect imperfection or fault under the direction of the Engineer-in-Charge. Unless such defect, imperfection of fault shall be one for which the Contractor is liable under the Contract the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Owner. But if such defect imperfection or default shall be one for which the Contractor is liable as aforesaid the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect imperfection or default at his own expense accordance with the provisions of Clause 5.4.1.0 hereof.

5.5 Land for Residential Accommodation for Staff & Labour will be made available by the Owner and will be charge monthly rent of Rs. 250/- per hectare per annum.

SECTION 7

MEASUREMENT AND PAYMENTS

6.0.0.0 FINAL MEASUREMENTS :

- 6.0.1.0 Within 15(fifteen) days from the date of Final Test Certificate in respect of the works or an portion, section, group or job site, as the case may, the Contractor shall cause to be jointly taken within the Site Engineer Final Measurement as herein provided for the works covered by the Final Test certificate.
- 6.0.2.0 If the Contractor fails to apply the Engineer-in-Charge for Final Measurement within 15(fifteen) days from the date of relative Final Test Certificate as specified in clause 6.0.1.0 hereof, the Site Engineer may, of his own initiative notify the Contractor in writing of the date(s) for Final Measurements and the Contractor shall be bound to present himself for the Measurement of the date(s) so notified, failing which the provisions of Clause 6.1.4.0 hereof shall apply.

6.1.0.0 MODE OF MEASUREMENT :

- 6.1.1.0 All measurements shall be in the metric system, ad except where expressly indicated to the contrary in the Schedule of Rates of other contract document, all measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates, specification and other contract documents, notwithstanding any provision(s) in the relative standard method or measurement or any other general or local custom to the contrary.
- 6.1.2.0 In the event of the mode of measurement being not provided for by contract documents in respect or any item of the work, such item of work shall be measured in accordance with the Indian Standard Specification No. 1200 (latest edition) and in the event of such item not being covered by the said Indian Standard Specification, shall be measured in accordance with the method of measurement in this behalf determined by the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.`

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- 6.1.3.0 All measurement shall be taken jointly by the Site Engineer or his representative on the one hand and the Contractor or his representative on the other hand and the Contractor shall be bound to present himself or his authorised representative whenever so required by the Site Engineer, and shall remain present throughout the time required for the joint measurements.
- 6.1.4.0 If the Contractor absents himself for any reason whatsoever or any date appointed for joint measurement, the joint measurements shall be taken by the Site Engineer in the absence of the Contractor and the measurement signed by the Site Engineer shall be final and binding upon the Contractor.
- 6.1.5.0 Measurement shall be signed and dated on each page by the Contractor/ Contractor's representative and Site Engineer/ Site Engineer's representative. If the Contractor objects to any of the measurements recorded, including the mode of the measurement, such objection shall be noted in the measurement book against the item objected to and such note shall be signed by the Contractor/Contractor's representative and Site Engineer/ Site Engineer's representative. In the absence of any noted objection as aforesaid, the Contractor shall be deemed to have accepted the relative measurements as entered in the Measurement Book/sheets and shall be barred from raising any objection in respect of any measurement recorded in the Measurement Book.
- 6.1.6.0 All measurements relative to which any objections have been noted in the measurement book shall be submitted to the Engineer-in-Charge for his decision, and the decision of the Engineer-in-Charge relative thereto (whether on the correct measurement to be adopted or on the mode of measurement to be adopted) shall be final and binding upon the Contractor.
- 6.2.0.0 FINAL BILL :**
- 6.2.1.0 On the basis of the Final Measurements entered in the Measurements Book/ Sheets (the measurement decided by the Engineer-in-Charge upon any objection and/or the mode of measurement decided by the Engineer-in-Charge, upon any objection being the measurement to be adopted in such event), the Contractor shall prepare a Final Bill in the prescribed form with reference to the total work covered by the Contract, such Bill to be drawn up by applying the applicable rates) specified in the Schedule of rates to the relative measured quantity(ies).

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- 6.2.1.1 In the event of there being any difference or dispute between the Contractor and the owner as to the item(s) of the Schedule of Rates. applicable to any particular supply, work or operation either the Contractor or any representative of the Owner shall apply to the Engineer-in-Charge for decision on the applicable item(s) in the Schedule of Rates and the decision to the Engineer-in-Charge on the applicable item(s) of the Schedule of Rates shall be Final and binding upon the Contractor. If the Engineer-in-Charge shall be opinion (which opinion shall be final and binding upon the Contractor) that the disputed supply work or operation is not covered by any item in the Schedule of Rates, then Engineer-in-charge shall determine the applicable rate(s) in respect thereof according to the provisions of Clause 2.4.1.2 hereof, and the rate(s) so determined by the Engineer-in-charge shall be final and binding upon the Contractor.
- 6.2.1.2 If the Contractor has already prepared the Final Bill, the Contractor shall amend the Final Bill to apply the applicable item(s) of the Schedule of Rates and/or rate(s) as determined by the Engineer-in-Charge, and if the Contractor has not prepared the Final Bill, shall prepare the Final Bill accordingly.
- 6.2.2.0 The Final Bill shall in addition to the payment entitlements arrived at according to the provision of Clause 6.2.1.0 thereof and associated clauses above, include therein all additional claims of a Contractor as provided for in Clause 6.6.3.1 hereof.
- 6.2.3.0 The Final bill shall be submitted to the Owner for payment in quintuplicate (or in such other number of copies as the Owner may prescribe) accompanied by the Completion certificate relating to the works covered by the Final Bill.
- 6.2.4.0 All monies payable under the Contract shall become due and payable to the Contractor only after submission to the Owner of the Final Bill prepared in accordance with the provisions of Clause 6.2.1.0 hereof and associated provisions thereunder accompanied by the Completion Certificate in respect of the work.
- 6.2.5.0 Payment of the amount(s) due on the Final Bill to the extent admitted by the Owner, shall be made within 90(ninety) days from due date as specified in Clause 6.2.4.0 hereof.
- 6.2.5.1 All payment due to the Contractor on the Final Bill shall be subject to deduction of the amount due under provisions of clause 6.8.3.0 hereof, other dues from Contractor to Owner, income-tax as provided for in Section 194-C of the income Tax Act and other taxes and deductions as provided for under any law, rule of regulation having the force of law for the time being applicable.

6.3.0.0 SCHEDULE OF RATES :

6.3.1.0 The remuneration determined as due to the Contractor by application of the Schedule of Rates to the Final Measurements as provided for in Clause 6.2.1.0 hereof and associated provisions thereunder shall constitute the entirety of the remuneration and entitlement of the Contractor in respect of the work under the Contract, and no further or other payment whatsoever shall be become due or payable to the Contractor under the Contract.

6.3.2.0 Without prejudice to the generality of the provisions of Clause 6.3.1.0 hereof, the Schedule of Rates shall be deemed to include and cover.

- (i) All cost, expenses out goings and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen) to be taken or which may occur in or relative to the execution, completion, testing and/or handing over the work to the Owner and/or in or relative to acquisition loading, unloading, transportation, storing, Working upon, using, converting, fabrication or erecting any item, equipment, material or component in or relative to the works, and the Contractor, shall be deemed to have known the nature, scope, magnitude and the extent of the works and items, materials equipments and component required for the proper and complete execution of the works through the contract documents may bot fully and precisely set out describe or specify them, and the generality hereof shall not be deemed to be anywise limited, restricted or abridged because in certain cases the Contract documents or any of them shall or may and/or in other cases they shall or may not expressly state that the Contractor shall do or perform any particular work or operation or supply any particular item, article or material or perform any particular labour or service, or because in certain cases the contract document state that particular work, operation, supply, labour or service shall be performed made be the Contractor at his own cost or without additional payment, compensations or charge or without entitlement of claim against the owner or wards to similar effect, and in other cases they do not, or because in certain cases it is stated that the same are included in or covered by the Schedule of Rates and in other cases it is not so stated.
- (ii) The cost of constructional plant, equipment, supply of water and power, construction of temporary roads and access, temporary works pumps, wiring, pipes scaffolding, shuttering and other

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materials, supervision, labour, insurance, stores, spare, supplied, appliance and other materials' s items, articles and thing whatsoever (foreseen or unforeseen) to be supplied, provided or arranged by the Contractor in or relative to or in connection with the performance and/or execution of each item specified, in the Schedule of Rates and any related or incidental works of operation by expression or implication involved therein or incidental thereto, complete in every respect in accordance with the contract documents, and the plans, drawings, designs orders and or instructions.

- (iii) The cost of all royalty, licence fees or other fees, duties, penalties levies and damages whatsoever payable for or in respect of any protected or patented goods materials, equipments or process employed in or relative to the works and all rents, royalties, license fees and any other fee, duty, penalty, levy, loss or damages payable on the excavation, removal or transportation of any material of acquisition or use of any right of way other rights, license permits privileges or usages required for relative to the performance of the work.
- (iv) Custom duties, excise duties, stamp duties and other duties, sales tax and other direct and indirect taxes, quay and port dues or charges and all other duties, taxes, fees, charges, levies, octroi and/or Cesses whatsoever imposed by the Central Government or State Government or Municipal and Local Bodies or other Authorities whatsoever payable on any material and or works supplied or performed (including materials incorporated in the works or brought to site for the performance of the works) without any entitlement to the Contractor for any exemption, remission, refund or reduction thereof.
- (v) The cost of all indemnified to the Owner and insurance premise on insurance required in terms of the contract documents or otherwise under any law, rule or regulation, and the cost of all risks whatsoever (foreseen or unforeseen), including but not limited to risks of delays or extension of time or reduction or increase in work or scope of work and/or cancellation of contract and or accidents, strike, civil commotion, war, strike, labour trouble, third party breach, fire, lightning inclement weather, storm, tempest, flood, earthquake and other acts of God. Government regulation or imposition, restriction, dislocation of road, rail and other transport, access or facilities, flooding or site and/or access roads/ approaches thereto, suspension of work, subotage and other cause whatsoever.
- (vi) The cost of all materials supplied to the Owner and/or intended for incorporation in the works delivered to the job site and stacked as instructed by the Engineer-in-charge, including (but not limited to) loading, transportation and unloading thereof, waste on materials, as specified in the special conditions of contract.
- (vii) The cost all escalations (foreseen or underseen) including but not limited to increase in Government taxes and dues, labour costs and material cost.
- (viii) All supervision charges, establishment overheads, finance charges and other costs and expenses of and charge to the Contractor, and contractors profit of and relative to the works.

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6.3.3.0 The rates stated in the Schedule of Rates shall not be subject to escalation increase on any account whatsoever.

6.3.4.0 Notwithstanding any provisions to the contrary in these conditions, the Engineer-in-Charge may at his absolute discretion agree to accept as complete any incomplete work or item of work or and defective work or item of work or and work or item formed by the Contractor at variance the specifications subject and upon the terms and conditions of this clause. Upon such acceptance in writing by the Engineer-in-Charge, such work shall be deemed to have been accepted as complete (but without prejudices to any other right(s) of the Owner or obligation(s) of the Contractor relative thereto under the Contract subject to the terms and conditions of this Clause.

The conditions of such acceptance shall be that the work item of work concerned shall be deemed to be a work to be covered by the Schedule of Rates within the meaning of Clause 2.4.1.2 hereof, and the Contractor shall be entitled to remuneration therefor on a basis as determined by the Engineer-in-Charge in accordance with the provisions of Clause 2.4.1.2 hereof, and the provisions of the said clause shall in all respects mutatis mutandis apply to such work and determination of the remuneration to the Contractor in respect thereof.

6.4.0.0 ON ACCOUNT PAYMENTS :

6.4.1.0 Without prejudice to the provisions of Clause 6.2.4.0 hereof, the Owner may at its discretion by way of assistance to the Contractor, make "on account" payments to the Contractor during the progress of the work on the basis of Running Account Bills hereinafter more specifically mentioned.

6.4.1.1 Monthly or otherwise as the Engineer-in-Charge may specify in this behalf, the Contractor shall make a quantitative assessment of the work performed by the Contractor at each job site during the preceding month or other specified period and submit a Running account Bill (in the form prescribed by the Owner) in quadruplicate to the Site Engineer of the work performed during the said month/period with detail measurements thereof, the said Running Account Bill(s) to be drawn by applying unit quantities measured to the applicable item(s) in the schedule of Rates. The Engineer-in-Charge shall thereafter have a summary verification undertaken of the work and quantities entered in the Running Account Bill(s), and shall certify the Running Account Bill(s) for payment on basis of such verification.

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- 6.4.1.2 Where the contract stipulated lumpsum as payable for the work or where a lumpsum is stipulated in the Schedule of Rate(s) in respect of any particular work or part thereof and the works are not at any intervening stage capable of measurement, the Owner may at its discretion pay on a Running Account Bill prepared by the Contractor according to the provision of Clause 6.4.1.1 hereof a percentage of the lump sum provided for the entirety of the work or item of the work, as the case may be, on the basis of a value assessment of such work certified for payment by the Engineer-in-Charge.
- 6.4.1.3 No Running Account Bill(s) shall be made and/or certified for a total value of less than Rs. 10,000/- (Rupees ten thousand only).
- 6.4.2.0 The amount certified for payment by the Engineer-in-Charge on any Running Account Bill or otherwise within the provision of Clause 6.4.1.1 and 6.4.1.2 hereof shall be conclusive for the determination of any on account payments as envisaged in clause 6.4.1.0 and no claim shall be entertained by the Owner contrary thereto or in contradiction thereof.
- 6.4.3.0 RETENTION MONEY :**
- 5% of the Gross R.A. bill amount shall be retained from each bill as retention amount, and the same will be paid with the final bill.
- 6.4.4.0 All on account payments shall be subject to deduction therefrom of all dues to the Owner, retention monies and other deductions for in the Contract, and taxes and other monies deductible within the provisions of Section 194-C of the Income Tax Act or any other law, rule or regulation for time being in force.
- 6.4.5.0 All "on account payments" shall be regarded merely as advance payments against the amounts due to the Contractor in terms of the contract, and any such payments shall be without prejudice to the full rights of the Owner under the Contract and the liabilities of the Contractor thereunder, and specifically shall not be regarded as an acceptance or completion of any work paid for in terms of any Running Account Bill or otherwise notwithstanding any verification or certification by the Engineer-in-Charge in respect thereof.
- 6.4.5.1 The Schedule of Rate item(s) applied by the contractor in respect of any work in his Running Account Bill(s) or acceptance hereof by the Engineer-in-Charge in verifying the Bill in respect of such works or otherwise in certifying any payment within the provisions aforesaid shall not be deemed to be binding upon the Owner as determining the applicable Schedule of Rate item(s) and shall be without prejudice to the rights of the Owner within the Clause 6.2.1.1 hereof.

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- 6.4.6.0 Nothing provided in the foregoing clauses hereof shall anyway be deemed to confer any right or entitlement on the Contractor to receive on account payments, nor shall any failure or delay by the Owner to make any on account payments as herein envisaged or otherwise afford the Contractor a ground or basis for any additional compensation or extension of time for completion of otherwise relieve the Contractor from any of his liabilities under the Contract.

6.5.0.0 MODE OF PAYMENT :

- 6.5.1.0 All payments made under or in terms of the contract shall be paid in Indian Currency, payment to be made by crossed "Account Payee" cheque sent to the registered office of the Contractor or other office notified in this behalf by the Contractor. All cheques drawn shall be payable at the office of the Owner's bankers and in no cases will the Owner be responsible if the cheque is mislaid, misappropriated or otherwise lost or stolen.

6.6.0.0 CLAIMS BY THE CONTRACTOR :

- 6.6.1.0 Should the Contractor consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts due in terms of the contract as specified in Clause 6.3.1.0 hereof or should the Contractor dispute the validity of any deductions made or threatened by the Owner from any Running Account Bills or any payments due to him in terms of Contract. The Contractor shall forthwith give notice in writing of his claim in this behalf to the engineer-in-Charge and the Site Engineer within 10(ten) days from the date of the issue of orders or instructions relative to any works from which the Contractor claims such additional payment or compensation, or on the happening of other event upon which the Contractor bases such claim, and such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed. The Contractor shall not be entitled to raise any claim, nor shall the Owner anyway be liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to Engineer-in-Charge and the Site Engineer in the manner and within the time aforesaid, and the Contractor shall be deemed to have waived any or all claims and all his rights in respect of any claim not notified to the Engineer-in-Charge and the Site Engineer in writing in the manner and within the time aforesaid.

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- 6.6.2.0 The Engineer-in-Charge and/or Site Engineer shall be under no obligation to reply to any notice of claim made by the Contractor within the provisions aforesaid or otherwise or to the otherwise reject the same, and no omission or failure on the part of the Engineer-in-Charge / Site Engineer to reject any claim made or notified by the contractor or delay in dealing therewith shall be deemed to be an admission by the Owner of the validity of such claim or waiver by the Owner of any of its rights in respect thereof, with the intent that all such claims otherwise valid within the provisions of Clause 6.6.1.0 read with Clauses 6.6.3.0 and 6.6.3.1 shall be dealt with / considered by the Owner at the time of submission of the Final Bill.
- 6.6.3.0 Any or all claims of the Contractor notified in accordance with the provision of Clause 6.6.1.0 hereof as shall remain / persist at the time of preparation of Final bill by the Contractor shall be separately included in the Final Bill prepared by the Contractor in the form of a statement of claims attached thereto, giving particulars of the nature of such claim, grounds on which it is based, and the amount claimed, and shall be supported by copy(ies) of the notice(s) sent in respect thereof to the Engineer-in-Charge and site engineer under clause 6.6.1.0 hereof, In so far as such claim shall in any material particular be at variance with the claim notified by the Contractor within the provision of clause 6.6.1.0 hereof, it shall be deemed to be a claim different from the notified claim with consequence in respect thereof indicated in Clause 6.6.1.0 hereof, and with consequence in respect of the notified claim as is indicated in clause 6.6.1.0 hereof, and with consequences in respect of the notified claim as indicated in Clause 6.6.3.1 hereof.
- 6.6.3.1 Any and all notified claim not specifically reflected and included in the Final Bill, in accordance with the provisions of Clause 6.6.3.0 hereof shall be deemed to have been waived by the Contractor, and the Owner shall have no liability in respect thereof and the contractor shall not be entitled to raise or include in the Final Bill any claim(s) other than a notified claim conforming in all respects in accordance with the provisions of Clause 6.6.3.0 hereof.
- 6.6.4.0 No claim(s) shall on any account be made by the Contractor after the Final Bill with the intent that the Final Bill prepared by the Contractor shall reflect any and all claims whatsoever of the Contractor against the Owner arising out of or in connection with the contract or work performed by the Contractor thereunder or in relation thereto, and the Contractor shall notwithstanding any enabling provision in any law or Contract and notwithstanding any claim in quantum meruit that the Contractor could have in respect thereof, be deemed to have waived any and all such claims not included in the Final Bill and to have absolved and discharged the Owner from and against the same, even if in not including the same as aforesaid, the Contractor shall have acted under a mistake of law or fact.

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- 6.6.5.0 Notwithstanding the existence of any claim by the contractor in terms hereof or otherwise, the Contractor shall continue and be bound to continue and perform the works to completion in all respect according to the contract (unless the contract or works be priorly determined by the Owner in terms herof) and shall remain liable and bound in all respects under the Contract.
- 6.6.6.0 The payment of any sum on account to the Contractor during the performance of any work or item of work in respect of which a claim has been notified by the Contractor in terms of Clause 6.6.1.0 hereof or the making or negotiation of any interim arrangement in respect of the performance of such work or item of work by the Owner shall to be deemed to be an acceptance of the related claim by the Owner, or any part or portion thereof, with the intent that any such payment shall constitutes merely a facility or assistance to the contractor and not an obligation upon the Owner.
- 6.7.0.0 DISCHARGE OF OWNERS LIABILITY :
- 6.7.1.0 The acceptance by the Contractor of any amount paid by the Owner to the contractor in respect of the final dues of the Contractor determined in accordance with the provisions of clause 6.3.1.0 hereof upon condition that the said payment is being made in full and final settlement of all said dues to the Contractor shall without prejudice to the claims of the Contractor included in the Final Bill in accordance with the provisions under Clause 6.6.0.0 hereof and associated provisions thereunder, be deemed to be in full and final satisfaction of all such dues to the contractor notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the contractor relative to the acceptance of such payment, with the intent that upon acceptance by the contractor of any payment made as aforesaid, the Contract (including the arbitration clause) shall subject to the provisions of clause 6.8.2.0 hereof stand discharged and extinguished except in respect of the notified claims of the Contractor included in the Final Bill and except in respect of the Contractors entitlement to receive the unadjusted portion of the Security Deposit in accordance with the provisions of Clause 6.8.2.0 hereof on successful completion of the defect liability period.
- 6.7.2.0 The acceptance by the Contractor of any amount paid by the Owner to the contractor in respect of the notified claims of the Contractor included in the Final bill in accordance with the provisions of clause 6.6.0.0 hereof and associated provisions thereunder upon the condition that such payment is being made in full and final settlement of all the claims of the Contractor shall subject to the provisions of clause 6.7.3.0 hereof, be deemed to be in full and final satisfaction of all claims of the Contractor notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the Con-

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tractor relative to the acceptance of such payment with the interest that upon acceptance by the Contractor of any payment made as aforesaid, the contract (including the arbitration clause) shall stand discharged and extinguished in so far as related to and / or concerns the claims of the contractor.

- 6.7.3.0 Notwithstanding anything provided in Clause 6.7.1.0 and / or 6.7.2.0 hereof, the Contractor shall be and remain liable for defects in terms of Clause 6.4.1.0 hereof and any indemnity to the Owner in terms of clause 6.8.1.0 and shall be and remain entitled to receive the unadjusted balance of the Security Deposit remaining in the hands of the Owner in terms of Clause 6.8.2.0 hereof.

6.8.0.0 FINAL CERTIFICATE

- 6.8.1.0 Within 15 (fifteen) days of the Contractor's application made after the expiry of the period of the defect liability provided for in Clause 5.4.1.0 hereof and satisfaction of all liabilities of the Contractor in respect thereof the Engineer-in-Charge shall issue a Final Certificate of the Contractor certifying that the Contractor has performed his obligations in respect of the defect liability period in terms of Clause 5.4.1.0 hereof, and until issue of such Final Certificate, the Contractor shall be deemed not to have performed such liabilities notwithstanding issue of the Completion Certificate or payment of the Final Bill by the Owner.
- 6.8.2.0 Upon application for the final Certificate the Contractor shall be deemed to warrant that it/he has fully paid and satisfied all claims of work, labour, materials, supplies, equipment and all other entitlements whatsoever touching or affecting the Contractor, and to have undertaken to indemnify and keep indemnified the Owner from and against all claims, demands, debts, liens, obligations and liabilities whatsoever arising therefrom or relating thereto AND upon issue of the Final Certificate the Contractor shall be deemed to have released, acquired and discharge the Owner from and against all claim (known or unknown) lines, demands or causes of action of any kind whatsoever arising out of or relating to the Contractor or otherwise howsoever touching or affecting the same and to have undertaken to indemnify and keep indemnified the Owner from and against the same.
- 6.8.3.0 Within 15 (fifteen) days of application made by the contractor in this behalf accompanied by the Final Certificate or within 15 (fifteen) days of the passing of the Contractor's Final Bill by the Owner, whichever shall be later, the Owner shall pay/refund to the contractor the unadjusted balance (if any) of the security deposit for the time being remaining in the hands of the Owner, and upon such payment/refund, the Owner shall stand discharged of all obligation and liabilities under the Contract.

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6.9.0.0 CLAIMS OF OWNER :

- 6.9.1.0 No release / payment of any unadjusted balance of the Security Deposit by the Owner to the Contractor as aforesaid or otherwise shall be deemed or treated as a waiver of any right(s) or claim(s) of the Owner or shall stop or prevent the Owner from thereafter making or enforcing any claim or any rights against the Contractor.

SECTION 8

TERMINATION

7.0.0.0 TERMINATIONS :

7.0.1.0 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the Owner under the Contract or otherwise (including the right of the owner to claim compensation for delay in completion of the works within the provisions of clause 4.4.0.0 hereof the owner shall be entitled to terminate the Contract by written notice at any time during its currency on or after the occurrence of any one or more of the following events contingencies, namely :

- (i) Default or failure by the Contractor of any of the obligations for the Contractor under the Contract, including but not limited to :
 - (a) Failure to start the work within 10 (ten) days of handing over the job site to the Contractor and in the event of more than one job site being involved, failure to start the work at each job site involved within 10 (ten) days of handing over of the concerned job-site to the Contractor.
 - (b) Failure to commence any work at any job site in accordance with the time prescribed in this behalf in the Progress Schedule.
 - (c) Failure to carry out or carry on the works or any of them to meet the Progress Schedule.
 - (d) Failure to provide at each job site sufficient labour, material, equipment, machinery, temporary works and/or facilities required for the proper and/or due execution of the work or any part thereof :
 - (e) Failure to execute the works or any of them in accordance with the Contract :
 - (f) Disobedience of any order or instruction of the Site Engineer and/or Engineer-in-Charge.

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- (g) Negligence in carrying out the works or carrying out, of work found to be unsatisfactory by the Engineer-in-Charge.
 - (h) Abandonment of the works or any part thereof.
 - (i) Substantial suspension of the works or any part thereof for a period of 14 (fourteen) days or more without the authority of the Engineer-in-Charge.
 - (j) Commission, permission or sufferance of any other breach of any of the terms, conditions or provisions of the Contract on the part of the Contractor to be paid performed and/or observed.
 - (k) Failure to deposit the initial Security Deposit with 10 (ten) days of receipt by the Contractor of Acceptance of Tender :
 - (l) Failure to execute the contract in terms of the Form of Contract forming part of the Tender Documents within 10 (ten) days of notice in this behalf from the Owner.
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- (ii) If the Contractor is incapable of carrying out the work :
 - (iii) If the Contractor mis-conducts himself in any manner :
 - (iv) If there is any change in the constitution of the Contractor, (if a firm) or in the circumstance or organisation of the Contractor, which is detrimental to the interest of the Owner.
 - (v) dissolution of the Contractor (if a firm) or commencement of liquidation or winding-up (whether voluntary or compulsory) of the Contractor (if a company) or appointment of a receiver or manager of any of the Contractor's assets and/or insolvency of the Contractor (if a sole proprietorship or of any partner of the Contractor (if a firm) :
 - (vi) Distress execution or other legal process being levied on or upon any of the Contractor's goods and/or assets :
 - (vii) Death of Contractor (if an individual) :
 - (viii) If upon any change in the partnership/constitution of a Contractor's organisation (if a partnership) the Owner shall refuse to continue the Contract with the re-constituted firm :

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- (ix) If the Contractor or any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the Owner :
 - (x) If the Contractor shall assign or attempt his interest or any part thereof in the Contract.
- 7.0.1.1 The decision of the Managing director as to whether any of the events/ contingencies mentioned in Clause 7.0.1.0 hereof entitling the owner to terminate the Contract, has occurred or not shall be final and binding upon the Contractor.
- 7.0.2.0 The notice of termination shall set forth, in addition to a statement of the reason or reasons for termination the contract, the time(s) and place(s) for conducting a survey and measurement of the work performed under the contract up to the date of termination for the purpose of determining the final amount(s) due to the contractor therefore. The reason(s) for the termination stated in the notice of termination shall be final and binding upon the Contractor.
- 7.0.3.0 For the purpose of measurement, the provisions of Clause 6.1.1.0 to 6.1.3.0 hereof shall apply. Only completed items of work shall be reckoned for the purpose of measurements and the decision of the Engineer-in-Charge as to whether or not any work has been completed for the purpose of measurement shall be final and binding upon the Contractor. Incomplete items of work shall be measured only on the basis of materials supplied, and the decision of the Engineer-in-Charge as to the quantity of material involved in or relative to any incomplete works shall be final and binding upon the Contractor.
- 7.0.4.0 For the purpose of determining the amount due to the contractor in respect of the work, the provisions of Clause 6.2.1.0, 6.2.1.1, 6.2.1.2, 6.2.2.0 and 6.3.1.0 shall apply and measurement taken for the purpose of such accounting be deemed to be final measurement and the bill prepared by the Contractor on basis thereof shall be deemed to be the final bill and no other amount(s) shall be due to the Contractor in respect thereof, subject to the provisions of Clause 6.6.0.0 and associated clauses thereunder with regard to claims of the Contractor.

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- 7.0.5.0 Within 7 (seven) days of completion of the measurement, the Contractor shall clear the job site of all scaffold, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery and shall demolish, dismantle and remove all Contractor's site offices and quarter and other temporary work: structures and construction and other items and things whatsoever brought upon or erected at the job site or on any land allotted to the Contractor by the Owner and not incorporated in the payment works and shall remove all rubbish from the job site and the land allotted to the Contractor and shall clear, level and dress the job site and said land to satisfaction of the Engineer-in-Charge and shall put the Owner in undisputed custody and possession of the job site and all land allotted by the Owner to the Contractor.
- 7.0.6.0 Should the Contractor fail to comply with provisions of Clause 7.0.5.0 hereof in the manner and within the time specified therein, the Owner shall have the right at the risks and costs of the Contractor in all respects to clear the job site of all scaffolding, wiring pipes, surplus materials, contractor's labour, equipment and machinery and other materials and things and/or demolish/dismantle and remove all Contractor's site offices and quarters and other temporary works, construction and erections whatsoever on or at the job site or at or on any land allotted site and the land allotted to the Contractor and clear, level and dress the job site and said land to the satisfaction of the Engineer-in-Charge and take undisputed possession and custody of the job site and land allotted to the Contractor and store, sell dispose of and/or otherwise deal with any and all material, equipment and machinery, etc. and other items and things aforesaid and recoveries of any demolition dismantling as the Owner shall in its absolute discretion deem fit, and the Contractor shall forthwith on demand pay the Owner the entirety or the cost/expenses of the Owner relative to the above together with 10% (ten percent) thereof to Owners supervisions, with right in the Owner, (without prejudice to any other mode of recovery) to recover the same from the net proceeds of any sale or disposal as aforesaid after deduction 10% (ten percent) of sales realisation to cover Owner's supervision and expenses on sale or any monies of the Contractors held by the Owner or dues of the Contractor AND the Contractor DOTH HEREBY irrevocably nominate, institute and appoint the Owner with right to the Owner to delegate any and all of its rights in terms hereof to such of its officer(s) and/or other person(s) as it shall deem fit (for and on behalf on and as attorney of the Contractor to do commit and sign all acts, deeds, matters and things as shall or may be necessary to be done, committed and/or signed by the Owner to put into effect the provisions of this clause with full right to enter into arrangements with third parties for or relative to the storage sale and/or other disposal of any material, equipment and

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machinery etc. and other items and things and to enter into or upon any of the Contractor's premises and to break open if necessary and locks, bolts, fasteners, bond or other devices restricting entry thereto and generally to do all other acts, deeds, matters and things as shall be necessary to give full effect to the provision of this Clause.

PROVIDED ALWAYS that

- (i) The Owner shall be entitled, without prejudice to the foregoing and in addition thereto. upon the Contractor failing to comply with the previous f Clause 7.0.5.0 here of after removing/demolishing/dismantling from the job site or land allotted to the Contractor. any of the Contractor's scaffolding. wiring, pipes, materials, temporary works and other items and things by written notice to the Contractor. to require the Contractor to take delivery of, lift and/or clear the same within 7 (seven) days (or such other period as may be specified in the said notice. from the date of such notice. failing which the Owner shall abandon the same at the risks and costs of the Contractor, and should the Contractor fail to take delivery of, lift and/ or clear the same within the period in this behalf specified in said notice, the Owner shall be entitled any time thereafter to abandon the same at the risks and costs of the Contractor, whereupon (without prejudice to any other rights of the Owner) the Owner shall stand absolutely discharged and absolved in respect of and any material, equipment, machinery and other items and things what soever abandoned as aforesaid.
 - (ii) Notwithstanding anything to the contrary herein provided. nothing herein stated shall constitute the Owner as a trustee or bailee of any of the Contractor's material, equipment, machinery or other items or things. removed. cleared, demolished, dismantled, or abandoned as aforesaid, nor shall the Owner be bound in law or fact by any duty of care in respect thereof, with the intent that all actions, dealings and disposals within the provisions of this Clause shall be exclusively at the risks and liability of the Contractor (including relative to any loss or damage) and the Owner shall not be howsoever responsible, accountable or liable in respect thereof.
- 7.0.7.0 If for any cause (including but not limited to resistance put up by the Contractor and / or his servants or agents or any court order consequent upon a suit or proceedings filed by the Contractor) the Owner is unable to fully take over possession on the entire works at any or all job site within 7 (seven) days from the date of completion of the measurements as contemplated above, the Owner shall, in addition to all amounts,

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compensations and / or damages, recoverable from the Contractor in terms hereof (including but not limited to Owner's entitlements under clause 4.4.0.0 and clause 7.0.9.0 hereof) or otherwise, be entitled to recover from the contractor liquidated damages in the amount equivalent 1 (on percent) of the total contract value as specified in the Acceptance of Tender for each week or part thereof that the said taking over of possession at any job site is delayed beyond the period of seven days specified above, without any limitation as to quantum or percentage of such damages.

- 7.0.8.0 Notwithstanding anything provided in Clause 7.0.6.0 the Owner shall have the right at any time prior to the removal of the same from the job site to take possession of such of the Contractor materials at any and all job sites as the Owner shall deem fit, and the contractor shall be entitled to compensation for any such material taken over as for surplus within the provision of Clause 3.1.5.0 (viii) and (ix) hereof (and the provisions thereof mutatis-mutandis, insofar applicable, apply thereto).
- 7.0.9.0 Upon termination of the Contract, Owner shall be entitled at the risk and expense of the Contractor by itself or through any independent Contractor(s) or partly by itself and on partly through independent Contractor(s) to complete to its entirety the work as contemplated in the scope of work and to recover from the Contractor in addition to any other amounts, compensations or damage that the Owner may in terms hereof or otherwise be entitled to (including compensation within the provisions of Clause 4.4.0.0 and Clause 7.0.7.0 hereof) the difference between the amounts as would have been payable to the Contractor in respect of the work (calculated as provided for in Clause 6.2.1.0 hereof read with the associated provision thereunder and Clause 6.3.1.0 hereof) and the amount actually expended by the Owner for the completion of the entire work as aforesaid together with 10% (ten percent) thereof to cover Owner's supervision charges and in the event of the latter being in excess of the former the Owner shall be entitled (without prejudices to any other mode of recovery available to the Owner) to recover the excess from the security deposit or any monies due to the Contractor.
- 7.1.0.0 No amount shall be due and payable to the Contractor upon or in the event of termination of the Contract unless and until the entirety of works as contemplated in the scope of work shall have been completed in all respects to the satisfaction of the Owner and following such completion the defect liability period in respect thereof as herein otherwise provided for has lapsed and all payments finally due on any account to the Owner and / or other Contractor(s) in respect of the balance works have been finally settled and the Owner has been discharged from all liabilities in respect thereof.

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- 7.2.0.0 If upon the satisfaction of the provision of clause 7.0.9.0 and 7.1.0.0 hereof, there shall remain in the hands of Owner and excess / balance after all accounting and adjustment of all dues from the Contractor to the Owner, the Owner shall forthwith pay over the excess / balance to the Contractor and in the event of the Security Deposit and other dues of contractor in the hands of the Owner being insufficient to meet the dues of the Owner as aforesaid, the Contractor shall forthwith on demand by the Owner pay the Owner the short-fall.

SECTION IX

MISCELLANEOUS

8.0.0.0 PERSONAL ACTS AND LIABILITIES :

- 8.0.1.0 No director, officer or other employee of the Owner shall anyway be personally bound or liable to the Contractor for the acts, omissions or obligations of the Owners under the Contract or otherwise or be personally answerable to the Contractor for or in respect of any default or omission in the performance of any act(s) deed(s), matter(s), or things to be observed and or performed by owner under the contract.
- 8.0.2.0 The Contractor shall not be entitled to any increase in the rate(s) mentioned in the schedule of rates or any of them or to any other payment, right, benefit or claim whatsoever by reason of any representation, explanation, statement, assurance or understanding given or alleged to have been given to him by any director, officer or other employee of the Owner, be personally liable for or in respect of any representation, explanation, statement or assurance or understanding given or alleged to have been given by him to the Contractor or any other person relating to the Contract.
- 8.0.3.0 The Contractor shall not under any circumstances pay or advance to any officer(s) servant(s) or agent(s) of the Owner any sum or money on any account without prior authority of the Owner in writing and any such payment made or money advanced by the Contractor without such authority shall be entirely at the risks of the Contractor without any liability to the owner in respect thereof.
- 8.0.4.0 Any money paid to any partner of the Contractor (if a firm) and any receipt settlement, acknowledgement of liability or other document whatsoever signed by any one of the partners of the firm or rest while partner of the firm(without notice of the cessation of his interest) or any person held out to be a partner of the firm shall be binding upon the Contractor vis-a-vis the Owner and shall constitute a full release and discharge to the Owner and / or valid settlement or obligation upon the Contractor as the case may be, and the Owner shall not be concerned with the application of any monies so paid or the authority of the concerned partner (or erstwhile or purported partner) vis-a-vis the other partners to make the settlement

receipt, acknowledgement or other document(s) concerned provided always that the Owner shall be entitled at its discretion at any time to call upon all the partners of the Contractor firm to sign any receipt, acknowledgement or other document signed by a partner (or erstwhile or purported partner) as aforesaid, and all the partners of the firm shall, when called upon to do so by the Owner, forthwith sign the receipt order, acknowledgement or other document required to be so signed.

8.1.0.0 TAXES :

8.1.1.0 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes now or hereafter imposed, increased or modified, and all sales taxes now in force and hereafter imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental authority or any local body of any other authority which are imposed with respect to or covered by the wages or other compensations paid to persons employed by the contractor and the Contractor shall be responsible for the compliance with all obligations and restriction imposed by the Labour Law or any other law affecting employer / employee relationship and the Contractor further agrees to comply and to secure the compliance of all Sub-Contractors with all applicable Central, State, Municipal, Local Laws and regulations and requirements of any Central, State or Local Governmental agency or authority, Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central State or local authorities by reason of any violation by Contractor or Sub-Contractor of each laws, regulations and requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor or by third parties, or by Central or State Government authority or any political sub-division thereof.

8.2.0.0 GOVERNMENT REGULATION :

8.2.1.0 The Contractor shall comply with and ensure strict compliance by his / its sub-contractors, servants and agents of all applicable Central, State, Municipal and Local Laws and regulation of any Central, State or Local bodies and authorities and undertakes to indemnify the Owner from and

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against and levies, damages penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation whatsoever and all actions, claims and demands arising therefrom and / or relative thereto.

8.3.0.0 Labour Laws and Regulation :

- 8.3.1.0 The Contractor shall be responsible for strict compliance of and shall ensure strict compliance by it sub-contractors, servants or agents of all labour and other laws, rules or regulation having the force of law affecting the relationship of employer and employee between the Contractor/Sub-Contractor and their respective employees.
- 8.3.2.0 The Contractor and Sub-Contractor(s) of the Contractor shall obtain authority(ies) designated in this behalf under any applicable law, rule or regulation including but not limited to the Factories Act and Contract labour (Abolition & Regulation) Act, 1970 (insofar as applicable) any and all such license(s) consent(s), registration(s) and / or other authorisation (s) as shall from time to time be or become necessary for relativeto the execution of the work or any part or portion thereof or the storage or supply, of any material(s) or otherwise in connection with performance of the Contract, and shall at all times observe and ensure due observance by the Sub-Contractor, servants and agents of all terms and conditions of the said licence(s), regulation(s) and other authorisation(s) and laws, rules and regulations applicable thereto.
- 8.3.3.0 Nothing in the contract document stated shall anyway constitute any workman/employee of the Contractor or any Sub-Contractor as or to be workman / employee of the Owner, or place obligation or liability in respect of any such workman / employee upon the Owner.
- 8.3.4.0 The Contractor shall indemnify and keep indemnified the Owner from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any other provisions of clause 8.3.1.0 to 8.3.3.0 and / or against any claim, action or demand by any workman / employee of the Contractor of any Sub-Contractor and / or from any liability anyway to any workman / employee of the Contractor or any Sub-Contractor under any law, rule or regulation having the force of law, including but not limited to claims against the Owner under the Workmen Compensations Act, 1923, The employees Provident Funds Act, 1952, and / or The Contract Labour (abolition & Regulation) Act, 1970.

8.4.0.0 SAFETY REGULATION, ACCIDENT AND DAMAGE :

- 8.4.1.0 The Contractor shall be responsible at his own cost in and relative to performance of the work and contractor to observe and to ensure observance by his Sub-Contractors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such other Precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Owner, other contractors, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the Owner from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the Owner, as the case may be, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipments, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetations as aforesaid, with the intent that the Contractor shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the Contractor of his obligation aforesaid or upon any operation, act or omission of the contractor his Sub-Contractor(s) or agent(s) or servant(s).
- 8.4.2.0 The Contractor's liabilities under Clause 8.4.1.0 and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the Contractor is liable to the Owner in terms of the foregoing Sub-Clause or otherwise and / or in respect of which the Contractor has indemnified the Owner with the intent that notwithstanding the existence of such insurance, the Contractor shall be and remain fully liable for all liabilities and obligations under the contract and indemnified to the Owner, and the Owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the Contractor or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contract.

8.5.0.0 INDEMNITY AND INSURANCE :

8.5.1.0 In every case in which by virtue of the provision of section 12 sub-section (i) of Workmen's Compensations Act 1923. the owner is obliged to pay compensation to a workman employed by the contractor, in execution of the works, the Owner will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12, sub section 20 of the said Act, Owner shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Owner to the contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under section 12, sub section(i) of the said Act, except on the written request of the Contractor and upon his giving to the Owner full security for all cost for which the Owner might become liable in consequence of contesting such claim.

8.5.2.0 The Contractor shall at all times indemnify and keep indemnified the Owner and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage personal accident, injury or death of/to property or person of any Sub-Contractor and/or the servants of agents of the Contractor, and Sub-Contractor(s) and/or the Owner) and the Contractor shall at his own cost and initiative at all times upon the successful conclusion of the defect liability period specified in Clause 5.4.1.0 hereof take out and maintain insurance policies in respect of all insurable liabilities under this Clause, including but not limited to third party insurance and Act. Personal injuries insurance Act, Emergency Risk Insurance and other with Insurance company(ies) approved by the Owner and such policy(ies) shall be of not less limits hereunder specified with reference to the matters hereunder specified namely :

- (a) Workmen Compensation Insurance to the limit to which compensation may be payable under the laws of the Republic of India.
- (b) Third Party Insurance body injury and property damage to the limit of not less than Rs. 1,00,000/- (rupees one lakh only) in each accident at each job site and to a limit of not less than Rs. 5,00,000/- (rupees five lakhs only) for all accidents at all job sites.

Provides that the limits specified above shall operate only as a specification of minimum limits for insurance purposes; but shall not anyway limit the Contractor's liability in terms of the of this Clause to limit(s) / specified.

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- 8.5.3.0 Should the Contractor fail to take out and/or keep a foot insurance as provided for in the foregoing Sub-Clause, the Owner shall be entitled (but without obligation to do so) to take out and/or keep a foot such insurance at the cost and expense of the Contractor, and without prejudice to and other remedies of the Owner in this behalf, to deduct the sum(s) incurred therefore from the dues to the Contractor.

8.6.0.0 TRAINING OF APPRENTICES :

- 8.6.1.0 The Contractor shall if and when called upon by the Engineer-in-Charge during the currency of contract himself engage and/or procure engagement by his sub-contractor(s) of such number of apprentices and for such period as may be required by the Engineer-in-Charge in this behalf . Such apprentices shall be trained in accordance with the provisions of the Apprentices Act, 1961 and any other Act, rule and regulation having the force of law, regulating upon the employment of apprentices, and the Contractor shall be responsible at the own cost and initiative and without entitlement to any extra compensation or remuneration from the Owner in this behalf, to fulfil all obligations of the employer under the said Act, including liability for payment to apprentices required thereunder.

8.7.0.0 RECORDS & INSPECTION :

- 8.7.1.0 The Contractor shall if and when required by the Engineer-in-Charge, produce or cause to be produced before the Engineer-in-Charge or any other site office of the Owner designated by the Engineer-in-Charge in this behalf, for examination any cost or other book(s) of account and/or other records and documents in the possession of the Contractor or any Sub-Contractor or subsidiary or extracts thereof and/or other information or returns relative thereto (such returns to be verified in the manner prescribed by the Engineer-in-Charge or other officer aforesaid designated in this behalf) as may be required relative to the execution of the Contractor or for verifying or ascertaining the cost of any material, labour, service or item or thing whatsoever in connection with the Contract, and the decision of the Engineer-in-Charge or other officer designated in this behalf, as the case may be as to whether any book, record, document, information or return in relevant for nay of the purposes aforesaid shal be final and conclusive.

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- 8.7.2.0 Should the Engineer-in-Charge (whose decision in this behalf shall be final) consider it necessary for the purpose of verifying or ascertaining the cost of production of any item or thing to examine the works and/or records of the Contractor or any Sub-Contractor(s) or any subsidiary or associate firm or Company of the Contractor engaged in the fabrication, manufacturer or assembly of such item by the Engineer-in-Charge or other officer of the Owner designated in this behalf by the Engineer-in-Charge and shall afford the Engineer-in-Charge or concerned officer all assistance as shall be necessary for the purpose.

8.8.0.0 PATENTS AND ROYALTIES :

- 8.8.1.0 If any equipment, machinery or materials to be used or supplied or methods of processes to be practised or employed in the performance of this Contract is/are covered by a patent under which Contractor is not licensed. Contractor shall before supplying or using the equipment, machinery, materials, method or process, as the case may be, obtain such licence(s) and pay such royalty(ies) and licence fee(s) as may be necessary in connection with the performance of this Contract. In the event that the Contractor fails to pay such royalty or obtain such licence, the Contractor will defend at its own expense any suit for infringement of patent which is brought against the Contractor or the Owner as a result of the failure and shall pay any damages and costs awarded in such suit and will keep the Owner indemnified from and against all other consequence thereof.

8.9.0.0 ARTICLES OF VALUE FOUND :

- 8.9.1.0 All gold silver and other metals and minerals or ore of any kind or description and all precious and semi-precious stones and bearing earth, rock or strata, coins treasures, treasure trove, antiques and other items and things whatsoever which shall be found under or upon the job site shall as between the Contractor and the Owner be the exclusive property of the Owner and the Contractor shall forthwith upon discovery thereof notify the Owner of such discovery with the details of the item(s) or things discovered and pending directions by the Owner for the disposal thereof shall hold and preserve the same as trustee of the Owner to the satisfaction of the Engineer-in-Charge.

8.10.0.0 MATERIALS OBTAINED FROM DIS-MANTLING :

- 8.10.1.0 Any material obtained by the Contractor consequent upon dis-mantling of any building, structure or construction whatsoever at the job site other than any building structure or construction dis-mantled by the Contractor pursuant to the Contractor's liabilities for defects as elsewhere herein provided shall be exclusive property of the Owner.

8.11.0.0 LIENS AND LIABILITIES :

- 8.11.1.0 If at any time there is evidence of any lien or claim for which the Owner might be or become liable and which in terms of the contract or otherwise is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter becoming due to the Contractor an amount sufficient to completely indemnify the Owner becoming due to the Contractor an amount sufficient to completely indemnify the Owner against such lien or claim, be found to be valid, the Owner may pay and discharge the same and deduct the amount so paid together with any legal and other costs, charges and expenses incurred by the Owner in defending and action and/or in obtaining legal advice or opinion relative to the lien, claim or action, from any monies retained as aforesaid and any monies then due or thereafter becoming due to the Contractor and if no monies have been retained and/or are due or liable to become due to the Contractor shall on demand pay to the Owner the same, and failing such payment within 10 (ten) days of demand by the owner in this behalf shall be liable to pay interest on the amount due from the date of demand up to and until the date of payment in full at the rate of 16% (sixteen percent) per annum, and the provisions hereof (in so far as such notice shall be deemed to be necessary in addition to the contractual provisions herein) shall be deemed to constitute a notice for the payment of interest under the provisions of the Indian Interest Act, 1839.

8.12.0.0 COLLECTION OF INDEBTEDNESS :

- 8.12.1.0 Without prejudice to any other rights or remedies of the Owner and in addition to any other provisions thereof, the Owner shall be entitled to deduct out of the Security Deposit of any monies for the time being of the Contractor in its hands and any payment then due or becoming due to the Contractor, any and all amounts due to the Owner from the Contractor arising out of or in connection with this or any other Contract.

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8.13.0.0 LIABILITIES FOR SUB-CONTRACTOR(S) :

8.13.1.0 Without prejudice to any other liabilities or obligation of the Contractor relative to Sub-Contractors in terms hereof or otherwise, the Contractor shall require every Sub-Contractor to whom any portion of the work to be performed under the Contractor has sub-contracted to comply with the provisions of the Contract insofar as applicable to each Sub Contractor, and the Contractor shall hold the Owner harmless and indemnified from and against any and all penalties, actions, claims and demands, and costs, charges and expenses whatsoever arising out of the Contractor(s) to make full and proper compliance with any of the terms and conditions of the Contract.

8.14.0.0 SECRECY :

Confidential informations shall mean all technical information relating directly or indirectly to the plant which is disclosed to the Contractor by or on behalf of the owner.

8.15.0.0 The Contractor shall use confidential information solely for the purposes of Construction of the plant and for implementing this Contract shall limit disclosure of such information within its organisation to only those of the Contractor's employees, who need to make use of it for the aforesaid purpose.

8.16.0.0 The Contractor shall respect the secrecy of all documents, drawings, etc. issued to him for the execution of this Contract. The Contractor shall, if so directed by the Owner, execute an individual secrecy agreement from each or any person employed by the Contractor having access to such documents, drawings, etc. The Contractor shall not disclose or issue such drawings and documents to any other agency or individual without the written approval by the Owner and without obtaining secrecy agreement from such agencies or individuals.

8.17.0.0 VISIT OF CONTRACOTR'S PERSONS :

Contractor's person, who are not connected with the job, shall not be allowed to visit the site without the permission in writing from the Engineer-in-Charge.

8.17.1.0 ENTRY OF CHILDREN :

Labourers will not bring their children below the age of 15 years inside the factory area.

8.17.2.0 STAY BEYOND WORKING HOURS :

The Contractor's workman will not stay inside the factory premises beyond the working hours.

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SECTION 9

ARBITRATION

9.0.0.0 ARBITRATION :

9.1.0.0 All disputes or difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this Contract or the rights touching or concerning the works or the execution or maintenance there of this Contract of the construction meaning operation or effect thereof or to the rights, liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract or whether before or after determination, foreclosure or breach of the Contract (other than those in respect of which the decision of any person in by the Contract expressed to be final and binding) shall after written notice by either party to the Contract to the other of them and to the Appointing Authority be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing authority will sent within thirty days of receipt of the notice, to the Contractor a panel of three names of persons who shall all be presently unconnected with the organisation for which the work is executed.

The Contractor shall on receipt of the names of aforesaid as a sole Arbitrator select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint selected persons the sole Arbitrator.

If the Appointing Authority fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Appointing Authority a panel of three names of persons who shall all be unconnected with either party. The Appointing Authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole Arbitrator within 30 days of

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the panel and inform the Contractor. Accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed.

The work under the Contract shall, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceeding.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator may, from time to time with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall such place as may be fixed by the Arbitrator in his sole discretion.

The fees ; if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such cost or any part thereof shall be paid and may fix or settle the amount of cost to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.

9.1.1.0 The provisions of the Indian Arbitration Act, 1940 and all statutory enactments and modifications thereof and the rules made thereunder shall apply to all such arbitrations, subject further to the following conditions :

- (a) The arbitrator shall give his award separately in respect of each claim;
- (b) Insofar as any dispute of difference referred to arbitration shall relate to or involve any matters or things in respect of which the decision, opinion or determination (howsoever expressed) of the Owner or Managing Director or Engineer-in-Charge or Site

GENERAL CONDITIONS OF CONTRACT

Engineer or any other person has been expressed to be final in terms of the Contract such decision, opinion and/or determination as the case may be, shall be binding upon the Arbitrator.

- 9.1.2.0 The Contractor and the Owner may by mutual agreement from time to time enlarge the time within which the Arbitrator shall make and publish his award, and the time for making and publishing the award shall accordingly stand enlarged.
- 9.1.3.0 No award shall be challenged nor shall the Contractor refuse to make an appointment within the provisions of Clause 9.1.0.0 hereof on the ground that any person nominated by the appointing authority or appointed by the Contractor pursuant to the provisions of the said clause, is an employee of the Owner or is otherwise however connected with the Owner.
- 9.2.0.0 Notwithstanding the existence of any arbitration in terms hereof or otherwise, the Contractor shall continue and bound to continue and perform the works to completion in all respects according to the contract (unless the contract or works to be determined by the Owner) and the Contractor shall remain liable and bound in all respects under Contract.

SECTION 10

SAFETY CODE

10.0.0.0 GENERAL :

- 10.0.1.0 Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein.

10.1.0.0 FIRST AID AND INDUSTRIAL INJURIES;

- 10.1.1.0 Contractor shall maintain first aid facilities for its employees and those of its sub contractors.
- 1.1.2.0 Contractor shall make outside arrangement for ambulance service and for the treatment of industrial injuries Name of those providing these service shall be furnished to Engineer-in-charge prior to start of construction and their telephone numbers shall be prominently posted in Contractor's field office.
- 10.1.3.0 All critical industrial injuries shall be reported promptly to Engineer-in-charge and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to Owner.

10.2.0.0 GENERAL RULES :

- 10.2.1.0 Carrying Striking of matches, lighters inside the Project area. Smoking within the job site, tank farm, or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately. Within the operation area, no hot work shall be permitted without valid gas safety/fire permits. The Contractor shall be held liable and responsible for all lapses of his sub-contractor employees in this regard.

10.3.0.0 CONTRACTORS BARRICADES:

10.3.1.0 Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.

- (1) Excavations.
- (2) Hoisting Areas.
- (3) Areas adjudged hazardous by Contractor's or Owner's inspectors.
- (4) Owner's existing property liable to damage by Contractor's operation in the opinion of Engineer-in-charge site Engineer.
- (5) Railroad unloading spots.

10.3.2.0 contractor's employees and those of its sub-contractors shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.

10.3.3.0 barricades and hazardous area adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

10.4.0.0 SCAFFOLDING :

10.4.1.0 Suitable scaffolding shall be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra man shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical)

10.4.2.0 scaffolding or staging more than 12' above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and

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otherwise rewarded at least 3' high above the floor or platform of scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. such scaffolding shall be so fastened as to prevent it from swaying from the building or structure.

- 10.4.3.0 Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform of the gangway or the stairway is more than 12' above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in 10.4.2.0 above.
- 10.4.4.0 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'-0'.
- 10.4.5.0 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30' in length while the width between the side rails in rung ladder shall in no case be less than 11.5 inches for ladder up to and including 10' in length. For longer ladders this width would be increased at least 1/4" for each additional foot of length. Uniform step spacing shall not exceed 12". Adequate materials on any of the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings, at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may be with the consent of the Contractor be paid to compromise any claim by any such person.

10.5.0.0 EXCAVATION AND TRENCHING :

- 10.5.1.0 All trenches 4' or more in depth, shall at all times be supplied with at least one ladder for each 100' length or fraction thereof.

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- 10.5.2.0 Ladders shall be extended from bottom of the trench to at least 3'.3" above the surface of the ground. The site of the trenches which are 5' or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing so as to avoid the danger of sides to collapse. The excavated material shall not be placed within 5' of the edge of the trench or half of the trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstance undermining or under cutting be done.

10.6.0.0 DEMOLITION

- 10.6.1.0 Before any demolition work is commence and also during the process of the work all roads and open area adjacent to the work site shall either be closed or suitably protected.
- 10.6.2.0 No electric cable or apparaatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charge.
- 10.6.3.0 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor or other part of the building shall be so overloaded with debris or material as to render in unsafe.

10.7.0.0 SAFETY EQUIPMENT :

- 10.7.1.0 All necessary personal safety equipment as considered adequate by the Engineer- in- Charge should be made available for the use to persons employes on the site and maintained in a condition suitable for immediate use and the Contractor should take adequate steps proper use of equipments by those concerned.
- 10.7.2.0 Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective root-wear and protective gloves.
- 10.7.3.0 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes hall provided with protective goggles.

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- 10.7.4.0 Those engaged in welding and cutting works shall be provided with protective face and eye-shields, hand gloves etc.
- 10.7.5.0 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 10.7.6.0 When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manholes covers are opened and are ventilated at least for an hour before the workers are allowed to get in to the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public
- 10.7.7.0 The Contractor shall not employ men below the age of 18 years and women on the work of painting or products containing lead in any form. Wherever men above the age of 10 years are employed on the works of lead painting, the following precautions should be taken.
 - 10.7.7.1 No paint containing lead or lead product shall be used except in the form of ready-made paint.
 - 10.7.7.2 Suitable face masks shall be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - 10.7.7.3 Overall shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on cessation of work.

10.8.0.0 RISKY PLACES :

- 10.8.1.0 When the work is done near any place where there is risk of drowning, all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made of prompt first aid treatment of all injuries likely to be sustained during the course of the work.

10.9.0.0 HOISTING EQUIPMENT :

- 10.9.1.0 Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions.
- 10.9.1.1 These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good condition and in good working order.
- 10.9.1.2 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 10.9.1.3 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, which or give signals to the operator.
- 10.9.1.4 In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 10.9.1.5 In case of department's machine, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get it verified by the Engineer-in-Charge concerned.

10.10.0.0 ELECTRICAL EQUIPMENT

- 10.10.1.0 Motors, gearing, Transmission, Electrical wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards, hoisting appliance should be provided with such means as will reduce

GENERAL CONDITIONS OF CONTRACT

to the minimum the risk of accidental descent of the load, adequate precautions shall be taken to reduce to the minimum the risk of a part of a suspended load becoming accidentally displaced. When workers are employed on electrical installation which are already energized, insulating mats, wearing apparel, such as gloves and boots as may necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

10.11.0.0 MAINTENANCE OF SAFETY DEVICES :

10.11.1.0 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.

10.12.0.0 DISPLAY OF SAFETY INSTRUCTION :

10.12.1.0 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work - spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

10.13.0.0 ENFORCEMENT OF SAFETY REGULATIONS :

10.13.1.0 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Welfare Officer, Engineer-in-Charge or Safety Engineer for the Owner or their representatives.

10.14.0.0 NO EXEMPTION :

10.14.1.0 Notwithstanding the above clauses 10.0.0.0 to 10.13.0.0 there is nothing in these to exempt the Contractor from the operations of any other Act or rules in force in the Republic of India.

GENERAL CONDITIONS OF CONTRACT

- 10.14.2.0 The works throughout including any temporary works shall be carried on in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths, at the site or in the vicinity thereto or any existing works whether the property of the Owner or of a third party.
- 10.14.3.0 In addition to the above, the Contractor shall abide by the Safety code provision as per C.P.W.D. Safety Code Framed from time to time.
- 10.14.4.0 The Contractor shall also arrange to obtain valid gate passes for his men and equipments from the concerned authorities of the Project.
- 10.14.5.0 No man/material equipment not covered by valid passes shall be permitted within the Project area and no material / equipment shall be permitted to be taken out of the Project area, unless authorised by the concerned authorities of the Project. The Contractor shall be held fully responsible for any or all delays / losses / damages that may result consequent on any lapses that may occur on the part of his sub-contractors / employees in this regard.
- 10.14.6.0 Notwithstanding above Clause 10.0.0.0 to 10.13.0.0 and 10.14.1.0 to 10.14.5.0 the contractor shall be liable for all compensations, penalties etc. under various acts or rules in force from time to time in the event of an accident.

SECTION

FORM OF CONTRACT

(To be executed on a non-judicial Stamp Paper of Rs. 10/-)

ARTICLES OF AGREEMENT made at P.O. Narmadanagar, District Bharuch, this day of Two thousand

BETWEEN

GUJARAT NARMADA VALLEY FERTILIZERS COMPANY LIMITED, a public Company, incorporated under the Companies Act, 1956 (Act I of 1956) having its registered office at P.O. Narmadanagar, District Bharuch. (herein after referred to as the "Owner" which expression shall include its successors and assigns where the context so admits) of the One Part.

AND

Alternate-1 : (Name and Address of the proprietor) carrying on business as Contractors in the name and style of (hereinafter referred to as the "Contractor" which expression shall include his heirs, executors, administrators and assigns where the context so admits) of the Other Part.

Alternate 2 : (Name of all partners and their addresses) all jointly of business as Contractors in partnership in the name and style of Messrs a partnership firm having its principal place of business at (hereinafter referred to as the "Contractor", which expression shall include all the partners for the time being and from time to time, survivors of such partners or their heirs, executors, administrators, and assigns where the context so admits) of the Other Part.

FORM OF CONTRACT

Alternate 3: (Name of the Company) a public Company incorporated under the Companies Act, 1956 (Act I of 1956), having its registered office at (hereinafter referred to as the contractor which expression shall include its successors and assigns where the context so admits) of the Other Part.

WHEREAS the Owner has agreed to entrust the work detailed in the Tender and Specifications of the Owner set forth in Annexure..... hereto annexed and hereinafter referred to as the "LETWORK" to the contractor for performance and execution upon the terms and conditions below set forth and upon the General Conditions of contract, the Tender and Specifications of the Owner, the Quotations of the Contractor, the special Conditions and Specification, if any, as contained in Annexure and Contractor's letter no. dated and Owner's Letter of Interest No. dated and Work Order No. dated set forth in Annexures hereinafter collectively called as "Contract documents, and WHEREAS the Contractor has offered and agreed to do, provide, perform, execute, fulfil, keep, discharge, carry out and complete the LET WORK as a Contractor on such terms and conditions.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows

- 1.0 The particulars terms and conditions set forth and contained in Contract Documents Annexures hereto constitute and shall be deemed and taken to be integral part of Agreement as if the same had been fully set forth herein.
- 2.0 Time shall be of essence to this Agreement and the Contractor shall faithfully and honestly do provide, performing execute, fulfil, keep discharge carry out and do complete the entire "LET WORK" upon the terms and conditions herein contained and those contained in Contract Document Annexure hereto. The Contractor commence executions of LET WORK on day of 19..... and shall complete it on or before day of 19.....
- 3.0 In consideration of the LET WORK to be done provided, performed, executed, fulfilled, kept discharge, carried out and completed, by the contractor as aforesaid and subject to the Contractor doing providing, performing, executing, fulfilling, keeping, discharging, carrying out and completing the same in line and manner satisfactory to the Owner, the Owner shall pay or cause to be paid

to the Contractor in accordance with the rate or rates and at the time or times and date or dates specified in the Contractor's quotations and / or work order set forth in Contractor Documents hereto and accepted by the Owner.

- 4.0 The Owner shall retain from the running bills submitted by the Contractor, an amount equivalent to 5 percent of the total amount of each of such running bills. The amounts retained as aforesaid from the running bills shall bear no interest and shall be refundable to the Contractor along with the final Bill on its carrying out all its obligations under this Agreement in time and manner satisfactory to the owner.
- 5.0 The Contractor shall make a Security Deposit equivalent to 5 percent of the value of the LET WORK in the manner specified in the Contract Documents. This 5 percent Security Deposit shall bear no interest and will be refundable to the Contractor after the defects liability period on its carrying out all its obligations under this Agreement in time and manner satisfactory to the Owner.
- 6.0 The Contractor Documents mentioned herein above embody the entire Agreement between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreement of any kind not included within the contract Document, and all prior negotiation, representation, contract and / or agreements and understanding are hereby cancelled.
- 7.0 Subject to any provisions in the documents to the contrary any notice, order or communication sought to be served by the Contractor on the Owner with reference to the contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the Owner at Narmdanagar.
- 8.0 No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of the Contract or any obligation or liability of the Contractor in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by the Owner and notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce such right, remedy, obligation or liability as the case may be.

- 9.0 The Contractor and benefits and obligations thereof shall be strictly personal to the Contractor and shall not on any account be assignable to the Contractor.

INWITNESS whereof the parties hereto acting through their properly constituted representatives, thereunto duly authorised, have caused this agreement to be signed and executed in their names and on thier behalf and delivered at the Registered Office of the Owner in the State of Gujarat on the day and year first above written.

Signed, and delivered
in the presence of :

By

1. For and on behalf of

GUJARAT NARMADA VALLEY FERTILIZERS CO. LTD.

2. For and on behalf of :

SECTION**FORM OF BANK GUARANTEE****i) IN LIEU OF EARNEST MONEY DEPOSIT.**

(If this bond is executed in Gujarat State it should be on Gujarat state non judicial stamp paper of Rs. 40.00. If it is executed elsewhere, it should be on an appropriate stamp paper applicable to the place where it is executed)

WHEREAS

1. The Gujarat narmada Valley Fertilizers Company Limited, a public company incorporated under the Companies Act, 1956 and having its registered Office at P.O. Narmadanagar, district - Bharuch, Gujarat - State India (hereinafter referred to as the "Owner") invited tenders for (Name of Work). _____ under its letter No. : _____ dated _____. The Owner under the said letter offered to the tenderer the option to furnish the earnest money deposit in cash / by demand draft or by way of a bank guarantee.

2. In response to such invitation _____ having its
(Name of Bidder)
registered office at _____ (hereinafter referred to as "the
(Address)
bidder") intends to submit to the Owner its tender cover of its letter No. :
_____ dated _____ day of
_____ 19_____ for such (Name of Work)

3. In exercise of the option offered by the Owner in regard to earnest money deposit, the bidder is now required to furnish a bank guarantee by way of surety from scheduled bank operating in India in favour of the Owner in the amount of Rs. _____ (Rupees _____), being the amount of the earnest money deposit, undertaking that should the bidder fails or refuse to sign and execute the agreement in favour of the Owner for the aforesaid work in the form and manner satisfactory to the Owner within thirty days after the written notification of the award of contract to or within such further time as may be allowed by the Owner in writing from time to time and to make with the Owner a security deposit.

FORM OF BANK GUARANTEE

4. The Bidder has requested the Bank, a scheduled Bank operating in India, having its registered Office at (hereinafter referred to as "the surety") to execute such bank Guarantee in favour of the Owner which the surety has agreed to do at the request of the bidder in manner following

NOW ALL MEN BY THESE PRESENTS THAT WE, the surety, are hereby held and firmly bound unto the Owner in the sum RS. (Rupees only) for the payment of which sum well and truly to be made at Registered Office of the Owner, we hereby unconditionally and irrevocably bind ourselves and our successors, executors, administrators and assigns

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATIONS IS THAT,

- (a) If the said tender of the bidder shall be rejected by the Owner, or
- (b) If the said tender of the bidder shall be accepted by the Owner and the contract shall be awarded to the bidder, the bidder shall, within thirty days after its being given written notification of the award of contract to it or within such further time as may be allowed by the Owner in writing from time to time, sign and execute the agreement with the Owner as aforesaid AND shall make with the Owner a security deposit and or furnish to the Owner a bank guarantee as provided in the letter No. _____ dated _____ inviting tender and in the form and manner satisfactory to the Owner for the faithful performance of the said agreement and shall in all other respects perform the agreement created by the acceptance of the said tender :

THEN, the above obligation shall be void : otherwise the same shall remain in full force and virtue.

PROVIDED ALWAYS, AND IT IS HEREBY UNCONDITIONALLY AGREED AND DECLARED that the liability of the surety hereunder shall not be impaired or discharged by reason of any time being granted to the bidder by the Owner for the signing and execution of such agreement or making of the security deposit or furnishing of the bank guarantee as aforesaid or by reason of any forbearance, act, or omission on the part of the Owner, whether with or without the knowledge or consent of the surety, nor shall it be necessary for the Owner to sue the bidder before suing the surety for the recovery of the amount hereunder.

FORM OF BANK GUARANTEE

The surety's liability hereunder is restricted to Rs. _____ (Rupees _____) and this bond shall remain in force till the end of six months from the date hereof, unless a claim or demand hereunder is filled with the surety within 3 months from the date of expiry of this bond, all rights of the Owner under this bond shall be forfeited and the surety shall be relieved and discharged from all liabilities hereunder.

IN WITNESS WHEREOF, the surety hereto, acting through its properly constituted representatives, therunto duly authorised, has caused this bond to be signed and executed in its name and on its behalf, and delivered at _____ on the _____ day of _____ 19____

For and on behalf of :

II) IN LIEU OF SECURITY DEPOSIT

(To be executed on a non-judicial stamp paper of Rs. 40/-)

THIS SECURITY BOND made this _____ day of _____
200_____ a banking company.
Incorporated under the _____
and having its registered office at _____
(hereinafter referred to as the "Surety")

IN FAVOUR OF

GUJARAT NARMADA VALLEY FERTILIZERS COMPANY LIMITED, a Public
Company incorporated in the State of Gujarat under the companies Act,
1956 (Act I of 1956) and having its registered office at P.O. Narmadanagar,
District, Bharuch (hereinafter referred to as the "Owner")

WHEREAS

1. The Owner has entered into an agreement on the _____
day of _____ 200_____ (hereinafter referred to as the "Contract") with
Messrs. _____ a _____
Company incorporated in the state of _____ under
the _____ (Act _____ of
_____) having its registered office at
_____ (hereinafter referred to as
the "Contractor") for the work and job described in the Contract, and
hereinafter referred to as the "LET WORK"

2. Under the provisions of the Contract, the Contractor is required
to furnish at its cost to the Owner a security bond in the form of Bank
Guarantee in the amount of Rs. _____ (Rupees
_____ only) being the amount
equivalent to _____ % (_____ percent) of the total amount of
the Let Work, namely Rs. _____ (say rupees
_____ only) to cover the
Contractor's obligations and liabilities as the performance, workmanship,
defects and deficiencies of and in the Let Work, valid till the end of
_____ months after the date of satisfactory completion and
acceptance of the entire Let Work in all respects.

3. The surety has at the request of the contractor agreed to issue
this Security Bond as the irrevocable letter to Bank Guarantee in terms of

FORM OF BANK GUARANTEE

the said clause _____ of the Contract on behalf of the contractor, and the Owner has agreed to accept the same.

NOW THIS BOND WITNESSETH AND KNOW ALL MEN BY THESE PRESENTS that the surety is hereby held and firmly bound upto the Owner in the sum of Rs. _____ (say Rupees _____ only) to be paid to the Owner at its registered office on first demand without any demur, dispute or objection, for the payment of which sum well and truly to be made, the Surety hereby unconditionally and irrevocably binds itself, its successors, administrators, assigns and transferees firmly by these presents.

IT IS HEREBY STIPULATED AND AGREED that the Surety shall pay to the Owner as aforesaid at the registered office of the Owner, without any demur, dispute or objection, forthwith on receipt of a written request from the Owner notifying any breach, failure or default by or on the part of the Contractor in providing, doing, performing, executing fulfilling, keeping or carrying out any, each and every obligations and liabilities as agreed to between the Contractor and the Owner under the contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, or any loss or damage caused to or suffered by the Owner by reason of any breach, failure or default by or on the part of the Contractor in providing, doing, performing, executing, fulfilling, keeping or carrying out any, each and every of the obligations and liabilities under an on the terms and conditions of the contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work.

NOW THE CONDITION OF THIS OBLIGATION IS THAT if the Contractor shall faithfully provide, do, perform, execute, fulfil, keep and carry out each and every of its obligations and liabilities under the contract in regard to performance, workmanship, defects and deficiencies of and in the Let work in time and manner provided therein and to the satisfaction of the Owner and the Owner shall certify, that the claims or dues, if any, under or by virtue of the contract in regard, to performance, workmanship, defects and deficiencies of and in the Let Work, are all fully paid, satisfied and discharged and / or obligations, liabilities, terms and conditions under the contract in regard to performance, workmanship, defects and deficiencies of and in the Let work, have been fully and properly provided, done performed, executed, fulfilled, kept and carried out by the Contractor, and accordingly discharges this guarantee then this obligation shall be null and void, otherwise the same shall remain full force and virtue.

The Owner shall be at full liberty without reference to the Surety and without

FORM OF BANK GUARANTEE

affecting the guarantee given hereunder to postpone for any time or from time to time the exercise of any of the powers and rights conferred on the Owner under the contract to enforce or to forbear from enforcing any such powers and rights, and the liability of the Surety hereunder shall not in any way be impaired or discharge by reason of any time being granted to the Contractor by the Owner for the provision, doing, performance execution, fulfillment, keeping and carrying out by the Contractor of all or any of its obligations and liabilities, under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, or by reason of any forbearance, act or omission on the part of the Owner, whether with or without the knowledge or consent of the Surety, nor it shall be necessary for the Owner to sue the Contractor before suing the Surety for the recovery of the amount hereunder.

The right of the Owner to recover the amount of the Security Bond from the Surety in the manner aforesaid shall not be affected by reason of the fact that any dispute has been raised by the Contractor with regard to its obligations, liabilities or otherwise under the Contract.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of the contractor, and shall in all respects and for all intents and purposes remain in full force and effect and shall be binding and operative until payment of all moneys due to the Owner hereunder.

This is a continuing guarantee and the liability of the Surety hereunder is limited to _____ (say Rupees _____ only)

This bond shall remain in full force and effect till and including the _____ 200 _____. Unless a claim or demand under this bond is filed with the Surety within six months from the date of expiry of this bond, all rights of the Owner under this bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities hereunder.

It is further specifically agreed and undertaken that the Surety shall not revoke, cancel or terminate this guarantee at any time during its currency without the prior written consent of the Owner.

FORM OF BANK GUARANTEE

Upon expiration of the term of validity, this bond shall be regarded as ineffective and may be returned to the surety.

IN WITNES WHEREOF th Surety herto action through its properly constituted respresentative, thereunto duly authoised has caused this Security Bond to be signed and executed in its name and on its behalf and delivered on the day, month and year first herinabove wirtten.

For and on behalf of

Signed sealed and delivered
by the surety within named

Surety.

FORM OF TENDER

(To be filled up by the Tenderer)

Serial No.

Date :

From

To,

Gujarat Narmada Valley Fertilizers Co. Ltd.
P.O. Narmadanagar - 392015
Dist. Bharuch.

Dear Sirs,

Having examined the Tender Documents consisting of the Tender notice, General instructions to Tenderers, General conditions of contract, Special Conditions of Contract, Specification Plans (Exhibits to), Drawings (Exhibits to), Time Schedule, Form of contract, Form of Tender, Form of Schedule of Rates, and Addendum (a) to the Tender documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements relating to the work tendered for _____ and having conducted a thorough study of the job sites involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facility, the availability and suitability of borrough areas, the availability of land for right of way and temporary office and acomodation quarters and all other factors and facilities and things whatsoever necessary or relative to formulation of the tender and the performance of work, I/We hereby submit our render offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate (so quoted by me / us in the accompanying Schedules of Rates based on the Form of Schedule(s) of Rates included within the Tender Documents and arrived at total contract value of Rs. _____ (Rupees _____) only based on an application of the rates tendered in the accompanying schedule(s) of Rates to the relative quantities indicated in the Form of Schedule(s) of Rates forming part of the tender documents.

FORM OF TENDER

If the work or any part thereof is awarded to me/ us. I / we undertake to perform the work in accordance with the Contract Documents as defined in the Form of Contract forming part of the Tender Documents and accept the terms and conditions of Contract as laid down therein and undertake within 10(ten) days of receipt of Acceptance of Tender to pay to and / or deposit with Gujarat Narmada Valley Fertilizers Co. Ltd., a sum which, together with the amount of earnest money deposited by me/us in terms hereof, shall make 2% (two percent) of the total contract value as specified in the Acceptance of Tender for the purpose of initial security deposit by any one or more of the modes of payments specified in this behalf in the General Conditions of contract, and to commence work at each job site(s) involved within ten days of handing over the job site or any part thereof to me/ use, and to sign the formal Contract in terms of the Form of contract forming part of Tender Documents, within 10(ten) days of receipt of Letter of Acceptance from Gujarat Narmada Valley Fertilizers Co. Ltd. in this behalf failing which Gujarat Narmada Valley Fertilizers Co. Ltd. shall be at liberty without further reference to me / us and without prejudice to and of its rights or remedies to terminate the Contract and / or forfeit the earnest money deposited in terms hereof.

I/We undertake to keep my / our this tender offer open for a period of not less than 4(four) months from the Scheduled date of submission of Tenders as specified in the General instructions to Tenderers forming part of the Tender Documents.

I / we have annexed to this tender the following documents :

- (i) Schedule of Rate in the Prescribed form :
- (ii) Original Power of Attorney or other proof of authority of the person who has signed the Tender or Copy of Power of Attorney or other authority duly attested by a Gazetted Officer in proof of authority of the person who has signed the tender.
- (iii) Original income - tax clearance certificate or copy of Income tax clearance certificate duly attested by a Gazetted Officer.
- (iv) Original sales- tax clearance certificate or copy of Sales tax clearance certificate duly attested by a Gazetted Officer.
- (v) Information regarding tenderer in the form annexed to the Form of Tender, in quadruplicate.

- (vi) Information regarding experience of work of comparable nature in the form annexed to form of tender in quadruplicate.
- (vii) Information regarding construction organisation and equipment in the form annexed to the Form of Tender in quadruplicate :
- (viii) Solvency Certificate from a Nationalised / Scheduled Bank :
- (ix) Set of Tender Documents, as issued duly signed :
- (x) Any additional documents as listed below :

I/We hereby undertake that the statements made herein and the information given in the Annexures referred to above true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be constituted to be misrepresentation entitling Gujarat Narmada Fertilizers Co. Ltd. to avoid any resultant contract.

I / We further undertake as and when called upon by Gujarat Narmada Valley Fertilizers Co. Ltd., to produce for its inspection, original(s) of the documents(s) of which copies have been annexed hereto.

I/We confirm having Deposited earnest money of Rs. (Rupees _____) as detailed hereunder : (Strike off whichever is not applicable)

- (a) In case deposited with your Accounts officer (vide receipt No. dt..... attached hereto)
- (b) By demand draft no. dt drawn on Bank Branch attached hereto.
- (c) Bank Guarantee No. from Bank Branch dated this day of of 200....

FORM OF TENDER

I/We hereby agree to and accept, the terms and conditions laid down in the memorandum below in respect of security deposit, completion time, liquidated damages retention money etc.

MEMORANDUM

- (a) Security Deposit : 5% of the total contract value to be paid in manner set out in clause 2.1.0.0. in section III of the General Conditions of the Contract.
- (b) Time of Completion : weeks / months (to be reckoned from date of receipt of notification of Acceptance of Tender)
- (c) Amount of Liquidated Damages : Max. 10% of Total Contract Value.
- (d) Defect Liability Period : 12 months from the date of completion of the works specified in the completion certificate.
- (e) Percentage of Retention : 5% of gross value of each running A/c bill as specified in clause 6.4.3.0 in section III of General Condition of contract.
- (f) Minimum amount of Interim Certificated : _____
- (g) Time within which payment to be made after Interim Certificate : 15 days.

Witness (Signature)

Yours faithfully

Name in Block Letters

Address

Occupation

(Signature(s) of the Tenderer(s))

Name & Designation of authorised person signing the
Tender on behalf of the Tenderer(s)

Full Name and Address of the Tenderer(s)

INFORMATION ABOUT TENDERERS

(To be furnished with Tender)

1. In case of Individual

1.1 name of business :

1.2 Whether his business :

1.3 Date of commencement of business :

1.4 Whether he pays Income Tax over Rs. 10000/- per year :

2. In case of partnership

2.1 Name of partners :

2.2 Whether the partnership is registered :

2.3 Date of establishment of firm :

2.4 If each of the partners of the firm pay income tax over Rs. 10000/- a year

and if not, which of them pays the same.

3. In case of Limited Liability Company or Company Limited by Guarantees

3.1 Amount of paid up capital :

3.2 Name of Directors :

3.3 Date of Registration of Company :

3.4 Copies of the Balance Sheet of the Company

of the last two years :

EXPERIENCE OF QUESTIONNAIRE

(To be furnished with Tender)

The Tenderer has completed the following similar construction projects in the last five years

Type	Owner & Address of Owner	Value	Scheduled Time Limit	Actual time period of Construction	Year Completion
------	--------------------------------	-------	-------------------------	--	--------------------

Signature of Tenderer
Name & Addresss of the
Tenderer

EXPERIENCE OF QUESTIONNAIRE

(To be furnished with Tender)

The tender shall specify in the form given below the list of equipment owned by the tenderer which shall be used for the work if awarded to the tenderer.

Type	Number	Make	Capacity	Location	Owner
------	--------	------	----------	----------	-------

Signature of Tenderer
Name & Addresss of the
Tenderer



Gujarat Narmada Valley Fertilizers Co. Ltd

General Conditions of Purchase

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7.0	Correspondence

1.0 Definitions

- a. Purchaser : "Purchaser" means Gujarat Narmada Valley Fertilizers Co. Limited (GNFC) having its registered office at P.O. Narmadanagar, Dist : Bharuch, Gujarat, India, PINCODE : 392015. The term Purchaser includes successors and assigns of GNFC.
- b. Consultant : "Consultant" means any agency or agencies which is/are appointed as Consultant to GNFC and notified from time to time to all concerned.
- c. Vendor : "Vendor" means the person, firm, company or institution to which the purchase order is addressed. The term Vendor includes its successors and assigns, permitted by the purchaser.
- d. Goods : "Goods" means the articles; supplies, drawings, data, the other property and all services including design, delivery, installation, inspection, testing and commissioning specified or required to complete this purchase order.
- e. Purchase Order : "Purchase order" shall mean an order placed, if any, against present enquiry by the Purchaser on the Vendor with respect to the supply of goods.

2.0 Commercial Obligations

2.1 Prices and Price Escalation : Except in the event of any different agreement mentioned in the purchase order, prices are firm and fixed and not subject to increase notwithstanding any change in the cost of materials or of labour or any of other cost element which may take place while this order is being executed, even though it might be necessary for Vendor for any reasons whatsoever, to take longer than the scheduled delivery periods indicated in the order.

2.2 Taxes, Duties & Statutory Levies

- a. Vendor shall specify in their offer, the details of taxes, duties which are recoverable from the Purchaser at actuals. All other taxes, duties are to Vendor's account. Vendor shall adjust taxes, duties, cess or levies wherever required, if Purchaser furnishes exemption certificate even retrospectively.
- b. Variations in the taxes and duties due to change in statute during contractual delivery period shall be to Purchaser's account. However, any increase in Taxes/Duties beyond contractual delivery period shall be to Vendor's account.
- c. Whenever prices are inclusive of taxes/duties, for any reduction in taxes/duties subsequent to placement of purchase order, Vendor shall pass on the benefit of such reduction to Purchaser.
- d. When claiming sales tax and excise duty, Vendor shall indicate **their** sales tax registration number and excise registration details.

2.3 Payment & Terms of Payment

a. Payment

- i. Payment will be made in accordance with applicable provisions of the purchase order. The time for payment of invoices or for accepting any discounts offered shall be counted only from the date of approval specified in the order or from the date of receipt of Vendor's correct invoices whichever is later.
- ii. Goods dispatched by VPP shall not be accepted.
- iii. Vendor shall send invoice in triplicate to Incharge, Invoice Verification Cell, Stores Dept. with an additional copy marked to and separately mailed to Authority issuing the Purchase Order. The invoice should bear the purchase order number and date, and must be complete in all respect to claim CENVAT and VAT Credits.
- iv. Bank Commission and other charges, if any, on forwarding of documents or for remittance, etc., will be to Vendor's account.

- v. Purchaser shall have right to adjust claim of either Purchaser or any of the Consultants against dues payable to the Vendor.

- b. Terms of Payment :** Unless and otherwise specifically agreed to in the purchase order, the Payment would be made as under :

For Supply and Delivery orders, 90% of the order price of goods despatched within 30 days of presentation of despatch documents including Materials Acceptance Certificate or Inspection Release Note and 10% of the order price of goods despatched within 30 days of receipt of goods at destination subject to inspection and acceptance and receipt of a Satisfactory Bank Guarantee as per purchase order for value as per clause 2.5 valid till the expiry of the guarantee period of the equipment /materials and as per specimen attached (Proforma No. 2)

2.4 Warranties – Guarantees

- a. It is a condition of the Purchase Order that the goods supplied shall give the required operational performance and shall be suitable for the use or service intended and be of the quality specified or of the best grade of their respective varieties if no quality is specified and shall conform to the specification, drawings, samples and other descriptions contained in the purchase order and any breach of this condition shall entitle the Vendor, without prejudice to its any other rights, to treat the Purchase Order as repudiated.
- b. Vendor guarantees that all the machinery and equipment supplied by Vendor under the Purchase Order is brand new and first class material and workmanship. Any machinery or equipment or any part thereof found defective within 18 months from the date of commissioning of the machinery and equipment or 36 months from the date of acceptance of the supply of machinery and equipment whichever is earlier shall be replaced or satisfactorily repaired or rectified by the Vendor free of cost. The guarantee period for the replaced goods shall be atleast twelve months
- c. The goods, unless otherwise expressly stated herein, are ordered by Purchaser relying upon each and all the warranties and guarantees specified herein and implied by law or usage of trade. The Vendor shall be bound and liable by the said warranties and guarantees even if Vendor's quotation to Purchaser or acknowledgement or acceptance of this purchase order attempts to disclaim, the said warranties or guarantees or limits the Purchaser's remedies for breach thereof.
- d. Acceptance of goods by Purchaser, its Consultant or authorized representative shall not release Vendor from responsibilities arising out of the above mentioned guarantees and warranties.

- 2.5 Bank Guarantee :** The Vendor shall furnish from any nationalized bank a bank guarantee representing 10% of the basic order value (excluding taxes/duties) towards security deposit within 15 (fifteen) days from the date of order for faithful execution of the order. The bank Guarantee shall be as per specimen attached (Proforma No. 1)

3.0 Delivery Obligations

3.1 Delivery Completion :

- a. Irrespective of whatever may be the terms of despatch or place of delivery mentioned in the Purchase Order and notwithstanding the fact whether any inspection of goods by Purchaser, its Consultants or their authorized representatives prior to their receipt at site was made or not, delivery of goods, shall be deemed to have been made only when goods are accepted by GNFC at its site specified in purchase order. The delivery of goods would be



complete only when all the items included in the Purchase Order are supplied by Vendor as per the agreed terms contained herein.

- b. Wherever the Goods are delivered by Vendor's transport agent, the unloading at Purchaser's premises shall be done by Vendor's agent unless otherwise agreed to.
- c. Acceptance of the Goods does not limit the right of Purchaser in preferring any claim under the terms of the Purchase Order.

3.2 Delays

- a. **Adherence to Delivery Schedule :** The agreed period of delivery is the essence of the purchase order. The delivery dates are binding on the Vendor and no variation of scheduled delivery dates shall be permitted except with prior written authorization from the Purchaser.

In the event of delay on the part of Vendor, it will be at Purchaser's discretion either to reject the goods or to accept delivery at prices reduced pro-rata at the rate not exceeding 1/2% of total purchase value i.e. purchase order value inclusive of taxes, duties and all incidentals for delay of each week or part thereof. However, the total reduction on this account in no case shall exceed 5% of the total purchase value.

- b. **Due to Force Majeure :** Delivery dates will be extended without the Vendor being subject to clause 3.1, & 3.2 (a) in the event of delays due to Force Majeure. Only the following will be considered as causes of force majeure conditions: acts of God like earthquakes, floods, storms, cyclone hurricane, etc.; acts of States, the direct and indirect consequence of wars (declared or undeclared), hostilities, act of terrorism national emergencies, civil commotions and strikes (only those which exceed duration of ten continuous days) at Vendor's factory. The Vendor shall, within 2 days of occurrence of such events, inform the Purchaser and the Consultant by registered and detailed letter supported by documentary proof of the beginning and the end of all such impediments. It is understood that delivery dates will be extended only for the duration of the above mentioned impediments.

3.3 Delay and Non-Conformance

- a. If the specified delivery schedule is not adhered to or progress of manufacture of supply of the items is not satisfactory, or is not in accordance with progress schedule, the Purchaser has a right to:
 - i. hire for period of delay from elsewhere goods which in Purchaser's opinion would meet the same purpose as the goods which are delayed and Vendor shall be liable without any limitation for payment of the hire and other installation, removal, charges; etc or
 - ii. cancel the Purchase order in whole or in part without liability for cancellation charges. In such an event, Purchaser may procure from elsewhere goods which, in Purchaser's opinion, would meet the same purpose as the goods for which order was placed and subsequently cancelled and Vendor shall be liable without any limitation for the payment of difference between the cost of such substitution and the price set forth in this purchase order for goods involved; or
 - iii. hire the substitute goods vide (i) above for such period as it thinks fit and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.
- b. In the event of rejection of non-conforming goods, Vendor shall be allowed, without any extension of delivery time, to correct the non-conformities. Should however, Vendor fail to do so within the stipulated time, Purchaser may cancel the order of the non-conforming goods and retain the same right with respect



to substitution as are set out in the preceding paragraph (3.3a) and in addition, recover actual expense incurred by Purchaser in installing and removing the non-conforming goods. Alternatively, Purchaser may at its option have or cause the non-conformity goods to be corrected at Vendor's risk and expense.

- c. If Vendor fails to perform any of its obligations, the Purchaser shall be entitled to all remedies provided by law and recover all damages caused to the Purchaser by delay or non supply of the goods or supply of non-conforming goods and to obtain adequate compensation thereof, from the Vendor.
- d. Purchaser shall have the right to claim damages for use of defective or sub-standard goods supplied by the Vendor irrespective of the fact whether goods were inspected prior to receipt by the Purchaser or not.

3.4 Deferment of Despatch Date and Storage : The Purchaser shall have at its own discretion the right to ask Vendor to defer despatch of goods by a period not exceeding 30 days. The care and storage of the goods during this period shall vest with the Vendor and all expenses in this regards shall be borne by the Vendor.

3.5 Despatch Instructions

- a. Unless otherwise specified in the Purchase order, the materials shall be despatched by Road and the despatch documents along with original copy of invoice will be sent directly to Invoice Verification Cell of Stores Dept. A copy of invoice and despatch documents shall be sent to the Authority issuing the Purchase Order .
- b. For exciseable goods, the transporter copy of excise invoice shall be invariably sent along with the consignment failing which payment equivalent to excise duty charged shall be deducted from the payment of vendor's invoice or from the other payment due and payable to Vendor.
- c. For availing VAT Credit by the Purchaser, Vendor shall send VATable invoice, whenever applicable.
- d. Vendor shall follow despatch and shipping instructions given in the Purchase Order.

3.6 Inspection

- a. Purchaser, its Consultant and their authorized representatives, shall have the right to inspect, test, expedite and get inspected, tested and expedited the goods at the works of the Vendor or its sub vendors at any time during manufacture and prior to shipment and to inspect, within a reasonable time after arrival of goods at the ultimate destination and during and after erection, testing and commissioning. The goods shall not be deemed accepted even after the said inspection, until testing and commissioning. Failure to make an inspection of or payment for goods, shall in no way impair Purchaser's right to reject non-conforming goods or to avail itself of any other remedies to which Purchaser may be entitled notwithstanding Purchaser's knowledge of the non-conformity, its substantiality or the cause and/or time of its discovery.
- b. The Vendor will permit Purchaser's inspectors, Consultant and their authorized representatives free access during normal working hours to its works, godown, storage or loading spot, etc. and will give them assistance to perform their tasks, including free use of all necessary testing and control instruments. The Vendor shall ensure that the same facilities shall be provided to purchaser by them or by its sub vendors. All expenses relevant to the performance of the tests and connected to compilation of test reports, etc. will be borne by the Vendor/its Sub-Vendor, unless purchase order stipulates specifically to the contrary.
- c. Rejection of Goods Supplied



- i. All goods rejected by the Purchaser after receipt at the destination shall be removed by the Vendor at their expense and risk within a reasonable time allowed by the Purchaser not exceeding 30 days with effect from the date on which Vendor receives communication from Purchaser rejecting the goods.
- ii. During the time that the rejected goods lie with the Purchaser awaiting removal by the Vendor, it will lie at the Vendor's risk.
- iii. In the event of failure of Vendor to remove the rejected goods within the time allowed, the Purchaser shall have the right to dispose off the same at the Vendor's risk and cost and appropriate the net sale proceeds thereof towards loss/ damage suffered by Purchaser.
- iv. It shall be option of the Purchaser to allow Vendor to replace the rejected goods or to cancel the order for the rejected goods. The Purchaser shall be entitled for the recovery of liquidated damages.

3.7 Packing

- a. Goods shall be securely packed to withstand all hazards in transit and upto destination. Each equipment shall be painted, greased and or provided with suitable protective coating as required to prevent rust, corrosion or damage
- b. All attachments to the main equipment shall be packed in wooden cases with adequate protection inside the case to avoid any displacement/damage during transit. As far as possible, such attachments should be sent along with the main equipment inside the main packing. All parts shall be adequately treated with protective compound.
- c. For materials to be despatched by Rail, the packing shall conform to the internal and external packing methods and standards laid down in IRCA goods tariff and general rules prescribed as per the Indian Railway Act for various types of cargoes.
- d. Cases and crates should be marked atleast on one side mentioning the name of consignee, name of consigner, purchase order no., item nos., gross and tare weight, serial no. of package, etc. The letters should not be less than 75 mm size. If required, additional marking such as handle with care, top to be shown by arrow or other additional indications for protection and safe handling shall be added.
- e. Each package shall contain two copies of the packing slip, containing atleast information about purchase order no. and date, item numbers, description of goods, quantities in case, etc. to enable purchaser to verify the goods on its arrival at destination.
- f. In case of short receipt of any goods in any apparently undamaged package, Vendor shall on receipt of information from Purchaser, immediately supply short receipted goods to Purchaser at no extra cost to the Purchaser.
- g. Vendor shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing.

3.8 Transit Insurance : Purchaser shall insure the goods in transit under a general policy and issue necessary instructions to Insurance Company for risk cover on receipt of despatch instructions by fax/e-Mail from Vendor.

- Vendor shall quote rate(s) excluding transit insurance.
- Vendor shall send advance intimation to Purchaser about despatch of goods to take care of transit insurance

3.9 Weights and Measurement : All weights and measurements recorded by Purchaser on receipt of the goods at Plant site of the purchaser shall be treated as



final and binding to the Vendor and shall not be open to any dispute or question by the Vendor.

3.10 Substitution and Wrong Supplies

- a. Unauthorized substitution or materials delivered in error or of the wrong description or quality or supplied in excess of the quantity ordered or rejected goods shall be taken back by the Vendor at its expense within 30 days after due notification to Vendor. Vendor shall bear responsibility and shall bear, among other relevant charges including transportation expenses both ways.
- b. The Purchaser shall in no way be responsible for any theft, deterioration, damage or loss to the rejected goods under any circumstances whatsoever.

4.0 Vendor's Other Covenants and Obligations

4.1 Materials Issued by Purchaser

- a. For items to be supplied by the Purchaser free of cost, the deduction to be made from the total price for each item is shown in the purchase order. The accounts of quantities of such material issued by the Purchaser shall be properly maintained by Vendor and furnished to the Purchaser, whenever required by it. Unused materials or scrap from material supplied by the Purchaser to Vendor shall be returned by the Vendor to the Purchaser or if the Purchaser so directs, the Vendor may dispose off the same by sale or otherwise on such terms and conditions as the Purchaser may stipulate and the Vendor shall pay to Purchaser the sale proceeds of the material so disposed off by sale deducting there from expenses incurred by the Vendor on such sale, the quantum of such deduction shall be mutually agreed upon between the Purchaser and Vendor prior to such sale.
- b. The material issued free of cost by the Purchaser shall be the property of the Purchaser and shall not be hypothecated or disposed off by Vendor.
- c. Vendor shall at its cost maintain the materials issued by the Purchaser and keep them in safe custody. Vendor shall reimburse the Purchaser for any loss or damage to materials issued to the Vendor by the Purchaser.
- d. During the custody of material issued free of cost by the Purchaser with them, Vendor shall arrange insurance coverage of the same.

4.2 Technical Information : All drawings, specifications and details furnished by the Purchaser to the Vendor shall be the property of the Purchaser and shall be returned by the Vendor to the Purchaser on demand. The Vendor shall not make any use of drawings and specifications for any purpose at any time except for the purpose of Purchaser. Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue of or as a result of the implementation of this purchase order to any person, firm, body or corporate authority and shall use all endeavour to ensure that the technical information is kept "CONFIDENTIAL". The technical information imported and supplied to the Vendor by the Purchaser shall at all times remain absolute property of the Purchaser and the same shall be returned to the Purchaser when the delivery is complete. Vendor shall not copy the technical information received from the Purchaser or the Consultant.

4.3 Vendor's Drawing, Data and Documents Requirements : The submission by the Vendor to the Purchaser of drawing, data and documentations is an integral part of the purchase order. The quantities and time limits of submitting these documentations by the Vendor will be as specified in the purchase order. These quantities and time limits must be respected failing which the order will not be deemed to have been duly executed for all purposes. The submission by the Vendor to the Purchaser or the Consultant of any design, drawing, data and



documentation or acceptance thereof by the Purchaser or Consultant shall not relieve Vendor of his responsibility and obligation to execute of this purchase order.

4.4 Vendor's Liability

- a. The Vendor's workmen or employees shall under no circumstances be deemed to be Purchaser's employees and the Vendor shall hold itself responsible for any claim or claims which its workman or employees or their heirs, dependents or representative may have or make for damages or compensation for anything done or omitted to be done in course of carrying out the work covered by/under the purchase order, whether arising on Purchaser's premises or elsewhere and agrees to indemnify Purchaser against all and any such claim or claims, if made, against Purchaser and all Cost (as between attorney and client) of proceedings, suits or action which Purchaser may incur or sustain in respect of the same. The Vendor shall also be responsible for compliance of all existing laws in force in respect of its workmen and employees.
- b. Vendor shall protect, indemnify and keep the Purchaser, its Consultant or authorized representatives harmless and absolved at all times from and against any/all liability for payment of the amounts or any liens claimed by the third party in connection with the purchase order. In case, Vendor fails to pay or otherwise discharge such lien or claim thereof, Purchaser shall have the right to deduct or retain any amount necessary to discharge such lien or claim out of any payment due or which may become due from Purchaser to the Vendor.

4.5 Import Licence : All the necessary licences for supply of indigenous items ordered shall be Vendor's responsibility unless otherwise specifically agreed to by Purchaser.

4.6 Erection Personnel : Vendor shall depute necessary engineers to the plant site as and when required by the Purchaser. Purchaser shall reimburse to the Vendor for services of these engineers at the agreed rates.

4.7 Report : Vendor shall submit regularly to Purchaser progress reports covering status of different activities viz engineering, procurement of materials, manufacturing, fabrication, construction, etc. so as to reach the Purchaser in the first week of next month.

5.0 Legal Obligations

5.1 Complete Agreement

- a. The Purchase Order with all its attachments including these Terms and Conditions constitute sole and the entire agreement between the parties hereto.
- b. Vendor's quotations are incorporated in and made a part of the Purchase Order only to the extent of specifying the nature and description of Goods ordered, and then only to the extent that such items are consistent with the terms of Purchase Order. No other terms or conditions of Vendor's offer shall be binding upon Purchaser unless accepted by it in writing.

5.2 Revisions, Changes and cancellations

- a. The Purchaser may in writing, make any revisions or changes in the Purchase Order including additions to or deletion from the quantities originally ordered, in the specifications or drawings. The Vendor shall carry out such revisions / changes and be bound by such revised quantity, terms and conditions to the extent applicable as if the said revisions were incorporated in the initial order. If any such revisions / changes affect the contract price or delivery, the same shall be subject to adjustment of price / delivery, wherever



required on a very reasonable basis by mutual agreement. In case of dispute; the Purchaser's/Consultant's decision shall be final and binding upon the Vendor.

- b For non-adherence to any terms and conditions of the Purchase Order by Vendor, Purchaser may at any time terminate the order in part or in full by a written communication. In such event, Purchaser shall have the right to buy at its option from the Vendor, the cancelled goods and components whether complete or incomplete, after due inspection and verification of the same, paying for them a reasonable price arrived at by mutual agreement. In case no mutual agreement is reached within a reasonable time, the matter shall be referred to a Consultant and the decision of Consultant shall be final and binding on both Purchaser and Vendor.
- c. Vendor may claim for adjustment within fifteen (15) days from the date when the revision, change or cancellation is communicated.
- d. Vendor shall not be entitled for any compensation, whatsoever for revision, changes, variations or cancellations, except when specifically agreed to by the Purchaser in writing.

5.3 Sales Conditions : With Vendor's acceptance of provisions of this purchase order, Vendor waives and considers void all of its sales conditions.

5.4 Non-Waiver :

- Failure of Purchaser to insist upon strict performance of any of the terms and conditions hereof or
- Failure or delay in exercising any rights or remedies provided herein or by law or
- Failure to properly notify Vendor in the event of breach or the acceptance of or payment for any goods hereunder or approval of decision

shall not relieve Vendor of any of the warranties or obligations under the purchase order and the same shall not be deemed as a waiver of any of the right of Purchaser to insist upon strict performance hereof or of any of its rights or remedies towards such goods regardless when shipped, received or accepted, nor shall any purported oral modification or rescission of this purchase order by Purchaser operate as a waiver of the terms thereof.

5.5 Vendor's Failure to Comply with Instruction : Any loss or additional expenditure that Purchaser may be required to incur on account of Vendor's failure to comply with any of the conditions contained in the purchase order shall be recovered from Vendor.

5.6 Infringement of Patents, etc. : Vendor shall warrant that sale or use of goods supplied under the purchase order whether designed and manufactured so as to comply with Purchaser's specifications or otherwise shall be free of any claim, whether rightful or otherwise, of any person, by way of infringement of any patent, copy-right, trademark or industrial design or the like, and shall hold Purchaser harmless and indemnify Purchaser and its Consultant and their authorized representatives at its own cost from any and all such claims and legal proceedings.

Purchaser makes no warranty that the production, sale or use of the goods designed and manufactured so as to comply with Purchaser's specification will not give rise to the claim whether rightful or otherwise, of any third person by way of infringement of any patent, copy-right, trademark or industrial design or the like and in no event shall Purchaser or its Consultant be liable to Vendor for indemnification in the event of any action being brought against Vendor in connection with any such claim.

5.7 Compliance of Regulations

- a. Vendor warrants that all goods and services supplied and/or provided under the purchase order are produced, supplied, despatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and standards applicable from time to time. Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance. All laws and regulations required to be incorporated in agreements of this character are hereby deemed to be incorporated by this reference.
- b. The Purchaser, its Consultant and their authorized representatives disown any responsibility for the irregularity, contravention or infringement or any statutory regulations in the manufacture or supply of goods covered by this purchase order.

5.8 Non-Assignment : Any assignment by Vendor of its rights and/or obligations under this purchase order in any manner or any hypothecation by Vendor of materials of construction/manufacture supplied by the Purchaser in whole or in part by operation of law or otherwise without the prior written consent of Purchaser shall be void. Any such consent shall not relieve the Vendor from its obligations under this purchase order.

5.9 Governing Laws, Jurisdiction and Arbitration :

- a. "The governing substantive law shall be Indian Laws.
- b. All the causes of action relating to this purchase order if any, will be deemed to have arisen within the jurisdiction of the courts at Bharuch, Gujarat state, India only.
- c. ."Any dispute or difference whatsoever arising either during the execution of this purchase order or afterwards between Vendor and Purchaser out of or relating to the construction, meaning, scope, operation or effect of this purchase order or the validity or the breach thereof save and except those covered under cl. 5.2 (a) & (b) above shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA) and the award made in pursuance thereof shall be final and binding on the parties."

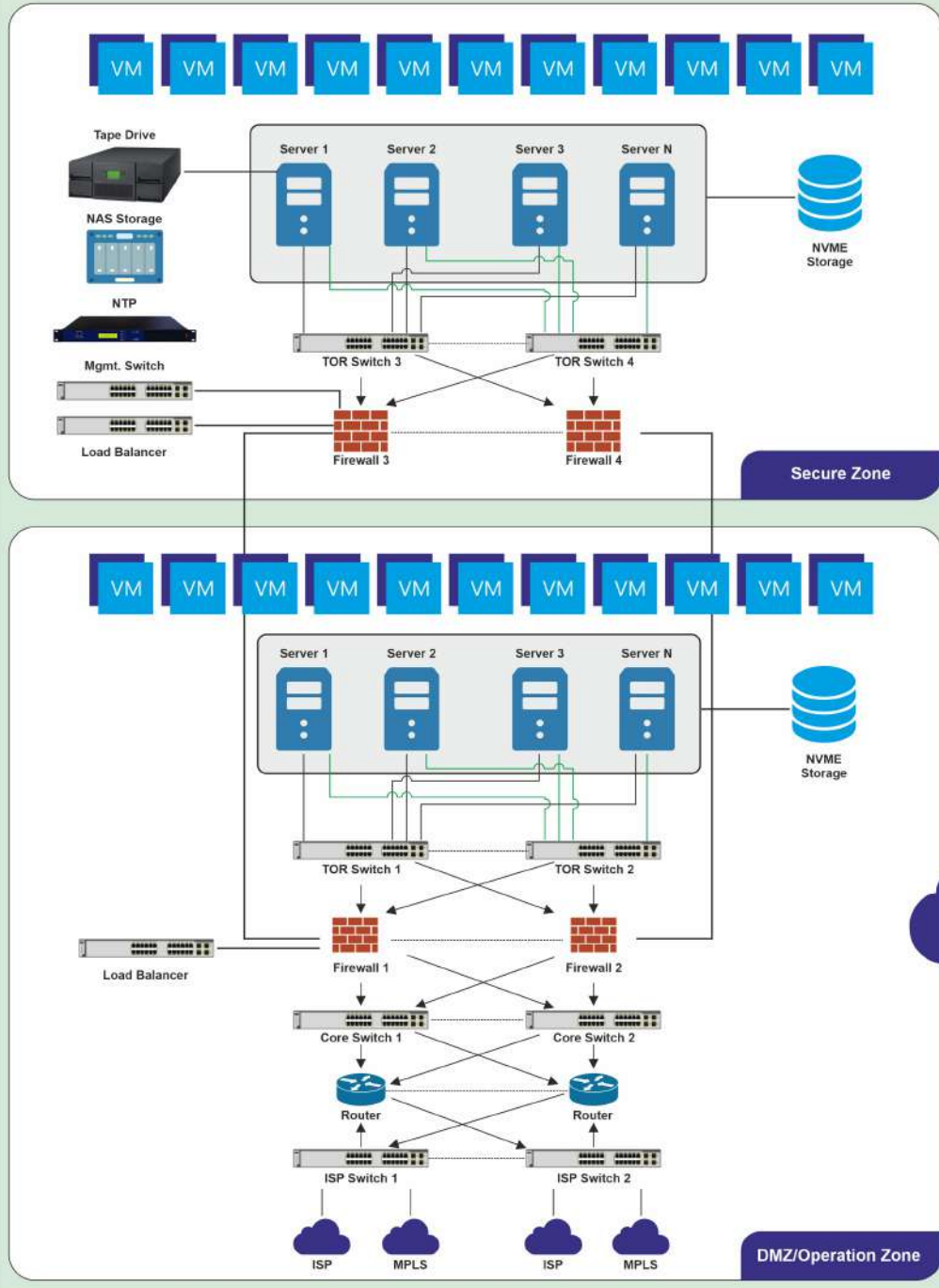
The Arbitration proceedings shall be conducted in English and the venue of all proceedings shall be as decided by ICA or at such location as the parties may mutually decide.

The parties specifically agree to "Fast Track Arbitration", in accordance with Rule 44 of the Rules of Arbitration of ICA."

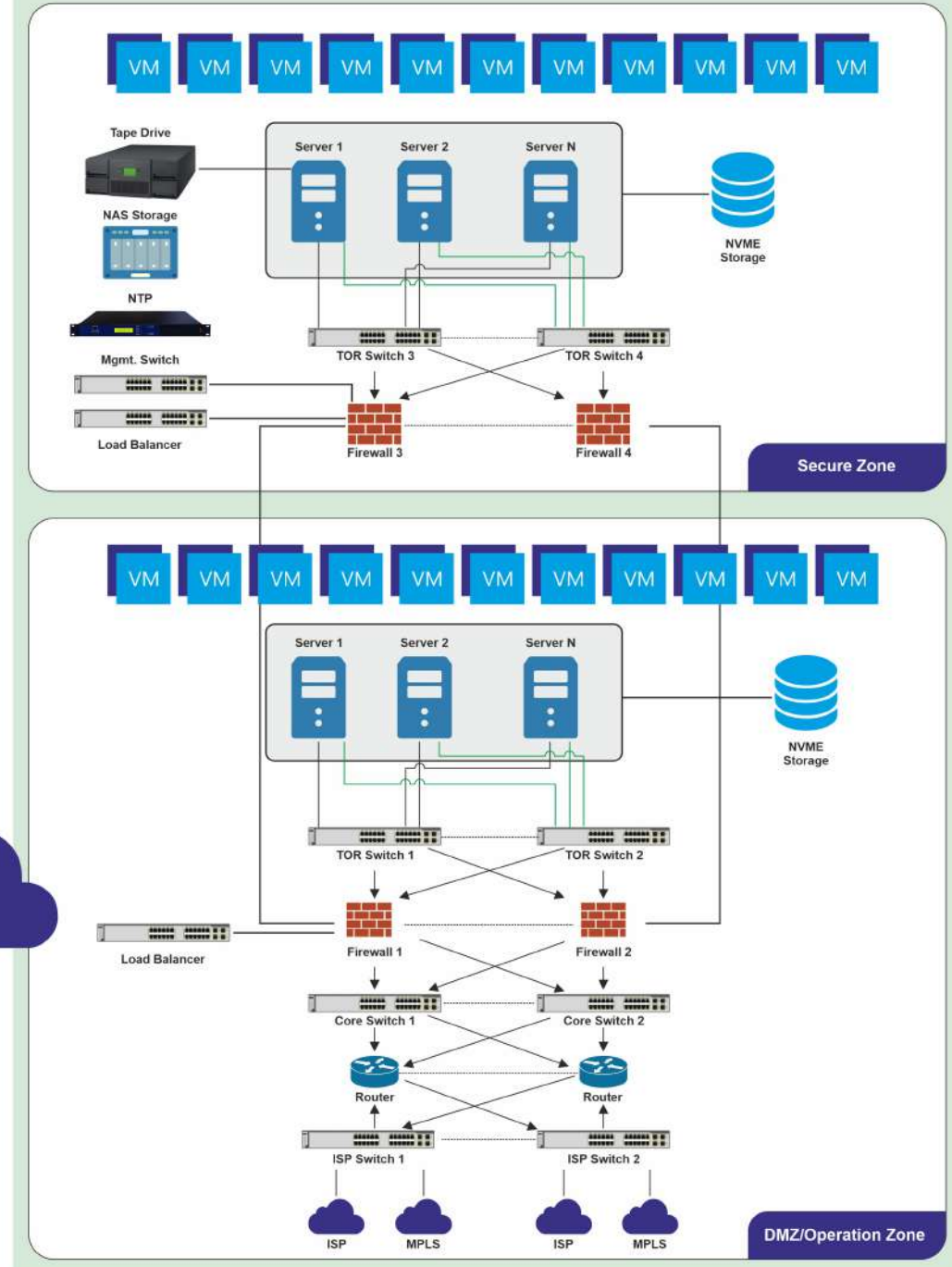
6.0 Conflict Among Purchase Order and GCP Terms & Conditions: In case of any conflict between these (printed) general conditions of purchase and the special (typed) conditions agreed to for a particular purchaser order, the later shall prevail to the extent applicable.

7.0 Correspondence : All communications and documents pertaining to this purchase order shall in case of Purchaser be addressed to authority signing this purchase order, Gujarat Narmada Valley Fertilizers Co. Ltd P.O. Narmadanagar, Dist : Bharuch, Gujarat, India, PIN : 392015, and the same shall be in English language only.

PRODUCTION SITE



DISASTER RECOVERY SITE



Amendment Document

**Amendment Document in reference to Minutes of the Pre-bid Meeting and
Response to queries submitted by vendors**

Tender No. GNFC/e-Passport/2022-23/01

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY,
INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT
INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT
PROJECT

Amendment Document

12.1. Bid Letter Format

(Shall be submitted on Bidder's letterhead duly signed by Authorized signatory along with official Authorization letter)

Date:

To,
Business Head – IT Division
Gujarat Narmada Valley Fertilizer and Chemicals Ltd
14th Floor, Tower One, Road 5C, Zone 5,
Gujarat International Finance Tech City (GIFT City)
Gandhinagar - 382 355
Gujarat, India

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria

Ref: "RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT"

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you we have examined the bidding documents, we the undersigned, offer to provide the services as detailed in the above- mentioned bid submitted by us along with following:

1. Earnest Money Deposit (EMD): We have enclosed an EMD in the form of a Demand Draft no. dated xx/xx/xxxx for Rs. XXXX(amount in words) drawn on _____. This EMD is liable to be forfeited in accordance with the provisions of this RFP.
2. Performance Bank Guarantee: We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in Annexure 7.
3. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
4. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

If our Bid is accepted, we undertake to;

Amendment Document

1. Provide the requisite services within the time frame as defined in the bid documents (and as amended from time to time)
2. Maintain validity of the Bid for a period of 180 Days from the date of Bid submission or as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.

In case of breach of any tender terms and conditions or deviation from bid specification, the decision of TENDERER's Committee for disqualification will be accepted by us.

Thanking you,
For <Name of the bidder>>
<<Authorized Signatory>>
<<Stamp of the bidder>>

Amendment Document

12.5 EMD Format

(Shall be submitted on Bidder's letterhead duly signed by Authorized signatory along with official Authorization letter)

Bank Guarantee No.
Date:

To,
Business Head – IT Division
Gujarat Narmada Valley Fertilizer and Chemicals Ltd.
14th Floor, Tower One, Road 5C, Zone 5,
Gujarat International Finance Tech City (GIFT City)
Gandhinagar - 382 355
Gujarat, India

Ref: "RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT"

Whereas _____ (here in after called "the Bidder") has submitted its bid dated or RFP Dated: _____ in response to the Tender No: GNFC/e-Passport/2022-23/01 for RFP for selection of master service integrator (MSI) for supply, installation, commissioning and O&M of PKI solutions, it infrastructure components and connectivity services for e-passport project KNOW ALL MEN by these presents that WE _____ (hereinafter called "the Bank") are bound unto the GNFC Ltd, in the sum of Rupees _____/- (Rupees _____) for which payment well and truly to be made to GNFC Ltd, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2022.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:

- A. If a Bidder withdraws its bid during the period of bid validity,
- B. Does not accept the correction of errors made in the tender document;
- C. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or;
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof

We undertake to pay to the GNFC LTD/Purchaser up to the above amount upon receipt of its first written demand, without GNFC LTD/ Purchaser having to

Amendment Document

substantiate its demand, provided that in its demand GNFC LTD/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the

OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2022

Signed and delivered by

For & on Behalf of
Name of the Bank & Branch &
Its official Address

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12.7. Declaration Regarding Blacklisting

(Shall be submitted on Bidder's letterhead duly signed by Authorized signatory along with official Authorization letter)

Date:

To,
Business Head – IT Division – IT Division
Gujarat Narmada Valley Fertilizer and Chemicals Ltd
14th Floor, Tower One, Road 5C, Zone 5,
Gujarat International Finance Tech City (GIFT City)
Gandhinagar - 382 355
Gujarat, India

Ref: "RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT"

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [Tender No GNFC/e-Passport/2022-23/01] regarding selection of master service integrator (MSI) for supply, installation, commissioning and O&M of PKI solutions, it infrastructure components and connectivity services for e-passport project.

I hereby declare that my company has not been blacklisted by any Ministry of Government of India or by Government of any State in India or by any of the Government PSUs of any State in India. I further certify that I am the Director/Company Secretary and am therefore, competent in my Company to make this declaration.

Yours faithfully,
(Signature of the Bidder)
Printed Name
Designation
Seal DIN/Membership No. Date:
Business Address:

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12.9. Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 by OEM

(Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division On OEM's letterhead duly signed by Authorized signatory)

Date:

To,
Business Head – IT Division – IT Division
Gujarat Narmada Valley Fertilizers and Chemicals Ltd
14th Floor, Tower One, Road 5C, Zone 5,
Gujarat International Finance Tech City (GIFT City)
Gandhinagar - 382 355
Gujarat, India

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria

Ref: "RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT"

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfils all requirements in this regard and is eligible to be considered for procurement for Tender No:-XXXXX.

S/N.	Item/Component	Quoted Make & Model / Product
1.		
2.		
3.		
4.		

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise TENDERER/End user Dept. reserves the right to take legal action on us.

Thanking you,
For <Name of the bidder>>
<<Authorized Signatory>>
<<Stamp of the bidder>>

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All formats/letters/Annexures asked in the RFP should be address to:

Business Head – IT Division
Gujarat Narmada Valley Fertilizers and Chemicals Ltd
14th Floor, Tower One, Road 5C, Zone 5,
Gujarat International Finance Tech City (GIFT City)
Gandhinagar - 382 355
Gujarat, India

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT				
S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
1	Tender Details - 562538 (NIT Copy)	Consortium / Joint Venture: Not Applicable	Kindly allow.	As per RFP
2	Page 91 of 150 - RFP Copy 6. PRE-QUALIFICATION CRITERIA -> 6.1. Bidder -> S/N - 2	Average annual turnover of the Bidder should be Rs. 300.00 Crore from IT/ITeS/ICT in last five completed financial years ending on 31.03.2022	Due to this condition, service providers like us falling under MSME criteria will not be able to participate in this. Kindly Reconsider and reduce it up to Rs. 50 Crore, so that MSME can also be included in it.	As per RFP
3		--	You are requested to allow the consortium in this RFP as this is the large and complex RFP. Being consortium allowed in the RFP will increase the nos. of participant so will have a fair competition. Consortium partner should have annual average turn over 50 crores from last 3 financial years.	As per RFP
4	Additional Point	--	Kindly allow consortium partner in this bid with annual average turnover 50 crores. Please allow MSME certificate in the RFP. We confirm the payment terms as per the bids.	As per RFP
5	Page No. 89	Average annual turnover of the Bidder should be Rs. 300.00 Crore from IT/ITeS/ICT in last five completed financial years ending on 31.03.2022	We request here to allow consortium, as existing clause restrict many capable Indian Bidder & Startups to participate in the tender.	As per RFP
6	Page No. 89	The bidder must have positive net worth and should be profit making in each of the last five financial years as on bid issuance date.	We request here to allow consortium.	As per RFP
7	clause 6.1 , page no 88	Average annual turnover of the Bidder should be Rs. 300.00 Crore from IT/ITeS/ICT in last five completed financial years ending on 31.03.2022	Average annual turnover of the Bidder should be Rs. 300.00 Crore in last five completed financial years ending on 31.03.2022 . Audited and Certified Balance Sheet and Profit/Loss Account of last 5 Financial Years should be enclosed.	As per RFP
8	clause 6.1 , page no 88	The Bidder must have positive net worth and should be Profit making in each of the last five financial years as on bid issuance date	The Bidder must have positive net worth and should be Profit making in atleast 4 of the last each of the last five financial years as on bid issuance date. Audited and Certified Balance Sheet and Profit/Loss Account of last 5 Financial Years should be enclosed.	Refer Corrigendum
9	clause 6.1 , page no 88	Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each	Bidder/Any Consortium member should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre/ Network Integration as a part of a project in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each	Refer Corrigendum
10	clause 6.1 , page no 88	Bidder should be organization having ISO 27001, ISO 20000,ISO 9001 certification as on bid issuance date Bidder Should have CMMi L5	Bidder member having ISO 27001, ISO 20000,ISO 9001 certification as on bid issuance date. Pls remove CMMi L5 as this is required only for software company,	Refer Corrigendum
11	clause 6.1 , page no 88		Consortium(Maximum2) should be allowed in the bid .Consortium partner should have 50 crore average annual turnover in last 3 years . Since this is large project and required multiple skill set.	As per RFP
12	clause 6.5, page no 91	Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr	Prior experience of SITC , O&M of Data Centre or Network Integration as a part of project in last 7 Years as on bid issuance date minimum value 30Cr (Bidder or any consortium partner)	As per RFP
13	clause 6.5, page no 91	Prior experience of SITC, O&M of Data Centre and Network Integration of min. value 30 Cr in last 7 Years as on bid issuance date	Prior experience of SITC , O&M of Data Centre or Network Integration as a part of project of min. value 30 Cr in last 7 Years as on bid issuance date (Bidder or any consortium Partner)	As per RFP
14	clause 7.3 , page no 97	All payments will be on back to back basis as per milestones mentioned and payment from end customer received	As we are neither aware of the terms and condition of your contract with end customer nor we are exposed to your end customer and hence without any clarity , back to back payment terms are not acceptable. Pls remove this clause.	As per RFP
15	Clause 2.2, Page No.8	Instruction to bidders for Online Bid Submission: Interested bidder has to submit Technical bid and Physical forms to be submit on or before due date and time	Requesting you to kindly provide 2 Days for the physical submission.	Refer Corrigendum

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT				
S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
16	Clause No. 7.1, Page No 93	<p>Implementation Timelines and Penalties:</p> <p>Deliverables: Delivery of all ICT Components TimeLine: T1 = T + 12 weeks Payment (%) : 30% of sum total of Phase-A in Schedule I & II of Price Bid</p> <p>Deliverables: Installation and Commissioning of all ICT Components and Links TimeLine: T2 = T1 + 3 weeks Payment (%) : 30% of sum total of Phase-A in Schedule I & II of Price Bid</p> <p>-----</p> <p>Deliverables: FAT of Phase-A TimeLine: T3 = T2 + 4 Week Payment (%) : 40% of sum total of Phase-A in Schedule I & II of Price Bid</p>	<p>Requesting you to kindly amend the clause of delivery of all ICT Components from 12 Weeks to 32 Weeks (Justification: due to non-availability / worldwide shortage of chips some ICT Products have minimum lead time to delivery is approx. 6 to 8 Months):</p> <p>Deliverables: Delivery of all ICT Components TimeLine: T1 = T + 32 weeks Payment (%) : 60% of sum total of Phase-A in Schedule I & II of Price Bid</p> <p>Deliverables: Installation and Commissioning of all ICT Components and Links TimeLine: T2 = T1 + 6 weeks Payment (%) : 30% of sum total of Phase-A in Schedule I & II of Price Bid</p> <p>-----</p> <p>Deliverables: FAT of Phase-A TimeLine: T3 = T2 + 4 Week Payment (%) : 10% of sum total of Phase-A in Schedule I & II of Price Bid</p>	As per RFP
17	Clause No. 7.2.4., Page No 96	<p>Manpower Availability:</p> <p>Project Manage : 5000/- per day per person for un-sanctioned/ non-reporting</p> <p>Network Manager : 5000/- per day per person for un-sanctioned/ non-reporting</p> <p>Other Resources : 1500/- per day per person for un-sanctioned/ non-reporting</p>	<p>Requesting you to kindly provide the relaxation on the non-availability of Manpower Resource and amend the clause as:-</p> <p>Project Manage : 2000/- per day per person for un-sanctioned/ non-reporting</p> <p>Network Manager : 2000/- per day per person for un-sanctioned/ non-reporting</p> <p>Other Resources : 500/- per day per person for un-sanctioned/ non-reporting</p>	As per RFP
18	Clause 7.3 , Page 97	All payments will be on back to back basis as per milestones mentioned and payment from end customer received	Requesting you to kindly remove the clause.	As per RFP
19	Clause 8.2, Point No.2, Page No. 99	Cost of Bidding: Bidder is required to pay EMD in the form of demand draft in favour of "GNFC LTD" payable at Ahmedabad/Gandhinagar. In case of non-receipt of EMD the bid will be rejected by TENDERER as non-responsive.	Requesting you to please allow EMD in the form of Bank Guaranty.	EMD in form of BG allowed. Format is given in RFP
20	Other	Addition	Requesting you to kindly allow the Partial billing of ICT Components.	As per RFP
21	Other	Addition	Requesting you to Kindly allow the Consortium in the Bid i.e.(Consortium partner should have minimum 50 crore of average annual turnover in last 3 financial years).	As per RFP
22	6.1, page no 88	<p>Average annual turnover of the Bidder should be Rs. 300.00 Crore from IT/ITeS/ICT in last five completed financial years ending on 31.03.2022</p> <p>Documented Proof Audited and Certified Balance Sheet and Profit/Loss Account of last 5 Financial Years should be enclosed.</p>	<p>For better competition kindly ammend the clause as below</p> <p>Average annual turnover of the Bidder should be Rs. 300.00 Crore in last five completed financial years ending on 31.03.2022 . Audited and Certified Balance Sheet and Profit/Loss Account of last 5 Financial Years should be enclosed.</p>	Refer Corrigendum
23	6.1, page no 88	<p>The Bidder must have positive net worth and should be Profit making in each of the last five financial years as on bid issuance date</p> <p>Documented Proof Audited and Certified Balance Sheet and Profit/Loss Account of last 5 Financial Years should be enclosed. And Statutory auditors/ CA certificate mentioning net profit of the bidder should be enclosed</p>	<p>For better competition kindly ammend the clause as below</p> <p>The Bidder must have positive net worth and should be Profit making in atleast 4 of the last five financial years as on bid issuance date. Audited Balance Sheet and Profit/Loss Account of last 5 Financial Years should be enclosed along with CA certificate.</p>	Refer Corrigendum

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT				
S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
24	6.1, page no 88	Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each Documented Proof Copy of Work Orders and completion certificate.	For better competition kindly ammend the clause as below Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC of ICT project having Data Centre/Operation Control Room and Network Integration as a part of a project in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each Note : Project value will be considered including Capex + Opex+Tax with Capex completion.	Refer Corrigendum
25	6.1, page no 88	Bidder should be organization having ISO 27001, ISO 20000,ISO 9001 certification as on bid issuance date Bidder Should have CMMi L5 Documents Required Copies of all valid ISO certificate	For better competition kindly ammend the clause as below Bidder or any consortium member having ISO 27001, ISO 20000,ISO 9001 certification as on bid issuance date. Pls remove CMMi L5 as this is required only for software company.	Refer Corrigendum
26	6.5, page no 91	Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr TQ 3 projects: 5 4-5 projects: 8 more than 5 project: 12	For better competition kindly ammend the clause as below Bidder or any consortium partner should have Prior experience of SITC of ICT project having Data Centre / Operation Control Room and Network Integration of min. 1 projects in last last 7 Years as on bid issuance date minimum value 30Cr. TQ 1 projects: 5 2-3 projects: 8 more than 4 project: 12	Refer Corrigendum
27	6.5, page no 91	Prior experience of SITC, O&M of Data Centre and Network Integration of min. value 30 Cr in last 7 Years as on bid issuance date TQ One Project having min value: 30Cr or more: 5 40Cr or more: 8 50Cr or more: 12	For better competition kindly ammend the clause as below Bidder should have Prior experience of SITC of ICT project having Data Centre / Operation Control Room and Network Integration as a part of project of min. value 30 Cr in last 7 Years as on bid issuance date. Note : (Project value - Capex +Opex+taxes, Capex should be completed) TQ One Project having min value: 30Cr or more: 5 40Cr or more: 8 50Cr or more: 12	Refer Corrigendum
28		Additional Clause	Kindly allow Consortium for Technical Evaluation criteria. Consortium(Maximum2) should be allowed in the bid .Consortium partner should have 50 crore average annual turnover in last 3 years . Since this is large project and requiring multiple skill set.	As per RFP
29	6.5, page no 91	Average turnover of the Bidder should be Rs. 300.00 Crore from last Five completed financial years as on bid issuance date. Average Turn Over: 300Cr: 5 300Cr – 500Cr: 8 500Cr or more: 12	For better competition kindly ammend the clause as below. Average turnover of the Bidder (including consortium) should be Rs. 300.00 Crore from last Five completed financial years as on bid issuance date. Average Turn Over: 300Cr: 5 301Cr – 400Cr: 8 401Cr or more: 12	Refer Corrigendum
30	7.3, page no 97	All payments will be on back to back basis as per milestones mentioned and payment from end customer received	Kindly remove this clause as we are not aware with the exact T&C of tendering authority and end user.	As per RFP
31	7.1 Page No 95 Payment terms	Additional Clause	Kindly provide 10% Mobilisation advance against ABG for 10% of Contract value for better cash flow management of project.	As per RFP
32			Request for ammendment in payment terms for batter cash flow management mentioned below	As per RFP
33	Clausse no 4 Page No 94 Delivery of all ICT Components	30% of sum total of Phase-A in Schedule I & II of Price Bid	60% of sum total of Phase-A in Schedule I & II of Price Bid	As per RFP

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT				
S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
34	Clause no 5 Page No 94 Installation and Commissioning of all ICT Components and Links	30% of sum total of Phase-A in Schedule I & II of Price Bid	20% of sum total of Phase-A in Schedule I & II of Price Bid	As per RFP
35	Clause no 6 Page No 94 FAT of Phase-A	40% of sum total of Phase-A in Schedule I & II of Price Bid	10% of sum total of Phase-A in Schedule I & II of Price Bid	As per RFP
36	Clause no 7 Page No 94 Installation and Commissioning of PKI Phase-B	60% of sum total of PKI Phase-B in Schedule II of Price Bid	80% of sum total of PKI Phase-B in Schedule II of Price Bid	As per RFP
37	Clause no 8 Page No 95 FAT of PKI Phase-B	40% of sum total of PKI Phase-B in Schedule II of Price Bid	10% of sum total of PKI Phase-B in Schedule II of Price Bid	As per RFP
38	Clause no 9 Page No 95 Installation and Commissioning of PKI Phase-C	60% of sum total of PKI Phase-C in Schedule II of Price Bid	80% of sum total of PKI Phase-C in Schedule II of Price Bid	As per RFP
39	Clause no 10 Page No 95 FAT of PKI Phase-C	40% of sum total of PKI Phase-C in Schedule II of Price Bid	10% of sum total of PKI Phase-C in Schedule II of Price Bid	As per RFP
40	Clause no 11 Page No 95 Installation and Commissioning of PKI Phase-D	60% of sum total of PKI Phase-D in Schedule II of Price Bid	80% of sum total of PKI Phase-D in Schedule II of Price Bid	As per RFP
41	Clause no 12 Page No 95 FAT of PKI Phase-D	40% of sum total of PKI Phase-D in Schedule II of Price Bid	10% of sum total of PKI Phase-D in Schedule II of Price Bid	As per RFP
42	Pg 88	Bidder should be organization having ISO 27001, ISO 20000,ISO 9001 certification as on bid issuance date Bidder Should have CMMi L5	Request to change from CMMi level 5 to CMMi level 3	Refer Corrigendum
43	Pg 97	The overall penalty would be generally capped at 10% of O&M amount	request to change from 10% to 5%	As per RFP
44	General	General	There is huge SOW in this tender, hence request you to allow consortium bid for participation (1 Lead + 2 Consortium Member)	As per RFP
45	6. PRE-QUALIFICATION CRITERIA, Page 88	Average annual turnover of the Bidder should be Rs. 300.00 Crore from IT/ITeS/ICT in last five completed financial years ending on 31.03.2022	Request you to modify the clause as: Average annual turnover of the Bidder should be Rs. 300.00 Crore from IT/ITeS/ICT in last five completed financial years ending on 31.03.2022 In Consortium bid, Aggregate of all consortium members combined.	As per RFP
46	6. PRE-QUALIFICATION CRITERIA, Page 88	Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each Copy of Work Orders and completion certificate.	Request you to modify the clause as: Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each Copy of Work Orders and completion certificate/Phase completion certificate with CA Certificate mentioning the SOW and Project Value	Refer Corrigendum
47	6. PRE-QUALIFICATION CRITERIA, Page 88	Bidder should be organization having ISO 27001, ISO 20000,ISO 9001 certification as on bid issuance date Bidder Should have CMMi L5	Request you to modify the clause as: Bidder should be organization having ISO 27001, ISO 20000,ISO 9001 certification as on bid issuance date Bidder Should have CMMi L3	Refer Corrigendum
48	6.5. Technical Evaluation Matrix, Page 91	Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr 3 projects: 5 4-5 projects: 8 more than 5 project: 12	Request you to modify the clause as: Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr 1 projects: 5 2 projects: 8 more than 2 project: 12	Refer Corrigendum
49	Important Information / Page no.8	Performance Bank Guarantee (PBG) :3% of Contract Value	We request to revise the PBG clause as "3% of Price Schedule I & II valid for 3 years & thereafter 3% of Annual O & M price valid from 4th year for next 4 years".	As per RFP

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT				
S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
50	6. Pre-qualification Criteria / Page no. 88	Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each	We request to revise this clause as "Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre / Network Integration / System Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each	Refer Corrigendum
51	6. Pre-qualification Criteria / Page no. 88	Bidder should be Authorised by OEM for each solution mentioned in Scope of work of this tender document.	Bidder to provide standard MAF from OEM for each solution mentioned in scope of work of this tender document	Refer Corrigendum
52	6.5. Technical Evaluation Matrix / page no. 91	Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr	We suggest to revise this clause as "Prior experience of SITC , O&M of Data Centre / Network Integration / System Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr".	Refer Corrigendum
53	6.5. Technical Evaluation Matrix / page no. 91	Prior experience of SITC, O&M of Data Centre and Network Integration of min. value 30 Cr in last 7 Years as on bid issuance date.	We suggest to change this clause as "Prior experience of SITC, O&M of Data Centre / Network Integration / Systems Integration of min. value 30 Cr in last 7 Years as on bid issuance date.	Refer Corrigendum
54	7.1. Implementation Timelines and Penalties / Page no. 93	Signing of contract agreement & Submission of PBG by the Bidder - 2 weeks from issuance of work order	Signing of contract agreement & Submission of PBG by the Bidder - 4 weeks from issuance of work order	As per RFP
55	7.1. Implementation Timelines and Penalties / Page no. 93	Completion of Kick off meeting - 2 weeks from Issuance of Work Order	Completion of Kick off meeting - 4 weeks from issuance of work order	As per RFP
56	7.1. Implementation Timelines and Penalties / Page no. 93	Completion of Kick off meeting - 2 weeks from Issuance of Work Order	Payment Term : 10% of Total of Price Schedule I & II as mobilization Advance against completion of Kick off meeting / signing of contract agreement.	As per RFP
57	7.1. Implementation Timelines and Penalties / Page no. 93	Delivery of all ICT Components : 30% of sum total of Phase-A in Schedule I & II of Price Bid	Payment Term: 30% of total of Phase A in schedule I & II of Price Bid and 100% of GST of full Invoice Value since it has to be paid to Government dept on raising the invoice.	As per RFP
58	7.1. Implementation Timelines and Penalties / Page no. 93	Delivery of all ICT Components : 0.75% of Component Value of Delayed / non-delivered part per week or part thereof. Delay beyond T + 14 weeks TENDERER may terminate the contract and Forfeit the PBG	Delivery of all ICT Components: 0.25% of Component Value of Delayed / non-delivered part per week or part thereof. Delay beyond T + 14 weeks TENDERER may terminate the contract and Forfeit the PBG	As per RFP
59	7.1. Implementation Timelines and Penalties / Page no. 93	Installation and Commissioning of all ICT Components and Links. - T2 = T1 + 3 weeks	We request to change this time line as "Installation & Commissioning of all ICT Components : T2 = T1 + 8 weeks.	As per RFP
60	7.1. Implementation Timelines and Penalties / Page no. 93	Installation and Commissioning of all ICT Components and Links: 0.75% of Total of Schedule 1 of price bid for every delayed week or part thereof Delay beyond T1 + 5 weeks TENDERER may terminate the contract and Forfeit the PBG	Installation and Commissioning of all ICT Components and Links: 0.25% of Total of Schedule 1 of price bid for every delayed week or part thereof Delay beyond T1 + 9 weeks TENDERER may terminate the contract and Forfeit the PBG	As per RFP
61	7.1. Implementation Timelines and Penalties / Page no. 93	FAT of Phase-A - T3 = T2 + 4 Week	We suggest to change this FAT of Phase A timeline as - T3 = T2 + 8 weeks.	As per RFP
62	7.1. Implementation Timelines and Penalties / Page no. 93	FAT of Phase-A - 1% of sum total of Phase-A in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG T3 = T2 + 4 Week	FAT of Phase-A - 0.5% of sum total of Phase-A in Schedule II of Price Bid per week or part thereof Delay beyond 8 weeks. TENDERER may terminate the contract and Forfeit the PBG T3 = T2 + 8 Week	As per RFP
63	7.1. Implementation Timelines and Penalties / Page no. 93	O&M : Equated quarterly instalment over O&M Contract period of 7 Years	We request you to consider: O & M payment term as Equated quarterly installment in advance as we have have to pay yearly advance to OEMs.	As per RFP
64	7.2.1. Operational Penalties / Page no. 95	Quarterly Uptime : 99.90% to 99.95% : Penalty @ 0.1% of Quarterly Payment.	We request you to change this penalty as 0.1% of Quarterly payment of O & M of Hardware & Software of that location.	As per RFP
65	7.2.1. Operational Penalties / Page no. 95	Quarterly Uptime : 99.75% to 99.89% : Penalty @0.2% of Quarterly Payment.	We request you to change this penalty as 0.2% of Quarterly payment of O & M of Hardware & Software of that location.	As per RFP
66	7.2.1. Operational Penalties / Page no. 95	Quarterly Uptime : Less than 99.75% : Penalty @ 0.5% of Quarterly Payment.	We request you to change this penalty as 0.5% of Quarterly payment of O & M of Hardware & Software of that location.	As per RFP
67	7.2. SLA & Penalties / Page no. 95	The overall penalty would be generally capped at 10% of O&M amount.	We request to revise this payment term as "The overall penalty would be generally capped at 5% of O&M amount".	As per RFP

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT				
S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
68	8.11. Bid Security / Earnest Money Deposit / Page no. 104	The Bidder shall furnish, as part of the Bid, the Bid Security/EMD in the form of demand draft (which should be valid for 3 months from the last date of bid submission) at TENDERER's office in favour of "TENDERER" payable at Ahmedabad/Gandhinagar on or before the due date for bid submission and must be submitted along with the covering letter.	We request to consider EMD in the form of Bank Guarantee(BG) also since almost all the tenderer accept the EMD in the form of Bank Guarantee.	EMD in form of BG allowed. Format is given in RFP
69	10. INDICATIVE BOQ & PRICE BID / Page no. 123	Component wise BOQ of Price Bid	Request you to clarify : Duration of standard warranty on Hardware and Software(AMC&ATS) and duration of additional warranty on hardware and software(AMC&ATS)	Bidder to provide OEM Warranty for all supplied Hardware and Software for entire contract period OEM Warranty & Subscription to be evident for entire Contract Period from Day 1
70	10. INDICATIVE BOQ & PRICE BID / Page no. 131	The O&M of Price bid should not be less than 30% of amount quoted in total of Price bid. If any bidder quotes lesser amount, then the shortfall amount with be withheld from amount quoted in "Total of Schedule I&II" of price bid and shall be treated as amount due for O&M and shall be released as per O&M payment terms.	Please consider : 30% amount of the price bid as a total of schedule III and Schedule IV	As per RFP
71	10. INDICATIVE BOQ & PRICE BID / Page no. 131	The quoted price will be treated as a rate contract and the prices shall be valid for contract period.	Please consider : Since this is 7 Years contract after Go Live & in view of the fluctuating US Dollar - Rupee Exchange Rate, Revision in quoted rates must be done if average exchange rate of USD against INR exceeds +/- 5% from the base rate at the time of quotation / proposal. If average exchange rate of USD against INR exceeds +/- 5% from the Base Rate at the time of quotation, individual prices of the line items will be modified (increased or decreased) by the same percentage. "	This Clause stands deleted
72	2.2. Instruction to bidders for Online Bid Submission / Page no. 8	Interested bidder has to submit Technical bid and Physical forms to be submit on or before due date and time at below address : 14th Floor, Tower One, Road 5C, Zone 5, Gujarat International Finance Tech City (GIFT City) Gandhinagar - 382 355	Please clarify, whether only bid security to be submitted physically or complete technical bid also.	Complete Technical Bid along with Bid Security to be submitted in physical form too. Commercial/Price bid to be submitted in Online mode only.
73	8.8. Section Comprising the Bids / Page 102	The bid uploaded should have the following documents: 2.1. Bid security 2.2. Eligibility & Technical Section: 2.2.1. Financial Capabilities. (In the Prescribed Format Only: Annexure - 3) 2.2.2. Technical Capabilities. (In the Prescribed Format Only: Annexure - 4) 2.2.3. Compliance Statement. (In the Prescribed Format Only: Annexure - 5) 2.2.4. Bid letter form (Annexure - 6) 2.2.5. Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division for Bidder & OEM (Annexure -10 & 11)	Annexures 4 to 11 are not mentioned in RFP, However, formats for the same are available in RFP (12. Formats). Please confirm whether these are the same as Annexure 4 to 11.	As per RFP
74	8.11. Bid Security / Earnest Money Deposit / Page no. 104	The Bidder shall furnish, as part of the Bid, the Bid Security/EMD in the form of demand draft (which should be valid for 3 months from the last date of bid submission) at TENDERER's office in favour of "TENDERER" payable at Ahmedabad/Gandhinagar on or before the due date for bid submission and must be submitted along with the covering letter.	We request to consider EMD in the form of Bank Guarantee also since almost all the tenderer accepts the EMD in the form of Bank Guarantee.	EMD in form of BG allowed. Format is given in RFP
75	Important Information / Page no.8	Performance Bank Guarantee (PBG) :3% of Contract Value	We request to revise the PBG clause as "3% of Price Schedule I & II valid for 3 years & then after 3% of Annual O & M price valid from 4th year for next 4 years".	As per RFP
76	10. INDICATIVE BOQ & PRICE BID / Page no. 131	The quoted price will be treated as a rate contract and the prices shall be valid for contract period.	Since this is 7 Years contract after Go Live & keeping in view the fluctuating US Dollar - Rupee Exchange Rate, Revision in quoted rates will be done only if average exchange rate of USD with INR exceeds +/- 5% from the base rate at the time of quotation / proposal. If average exchange rate of USD with INR exceeds +/- 5% from the Base Rate at the time of quotation, individual prices of the line items will be modified (increased or decreased) by the same percentage.	This Clause stands deleted

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
77	7.1. Implementation Timelines and Penalties / Page no. 93	Signing of contract agreement & Submission of PBG by the Bidder - 2 weeks from issuance of work order	Signing of contract agreement & Submission of PBG by the Bidder - 4 weeks from issuance of work order	As per RFP
78	7.1. Implementation Timelines and Penalties / Page no. 93	Completion of Kick off meeting - 2 weeks from Issuance of Work Order	Completion of Kick off meeting - 4 weeks from issuance of work order	As per RFP
79	7.1. Implementation Timelines and Penalties / Page no. 93	Completion of Kick off meeting - 2 weeks from Issuance of Work Order	Payment Term : 10% of Total Price Schedule I & II as mobilization Advance against completion of Kick off meeting / signing of contract agreement.	As per RFP
80	7.1. Implementation Timelines and Penalties / Page no. 93	Delivery of all ICT Components : 30% of sum total of Phase-A in Schedule I & II of Price Bid	Payment Term as 30% of sum of total of Phase A in schedule I & II of Price Bid and GST of full Invoice Value since it has to be paid to Government dept on raising the invoice.	As per RFP
81	7.1. Implementation Timelines and Penalties / Page no. 93	Delivery of all ICT Components : 0.75% of Component Value of Delayed / non-delivered part per week or part thereof. Delay beyond T + 14 weeks TENDERER may terminate the contract and Forfeit the PBG	Delivery of all ICT Components: 0.25% of Component Value of Delayed / non-delivered part per week or part thereof. Delay beyond T + 14 weeks TENDERER may terminate the contract and Forfeit the PBG	As per RFP
82	7.1. Implementation Timelines and Penalties / Page no. 93	Installation and Commissioning of all ICT Components and Links. - T2 = T1 + 3 weeks	We request to change this time line as "Installation & Commissioning of all ICT Components : T2 = T1 + 8 weeks.	As per RFP
83	7.1. Implementation Timelines and Penalties / Page no. 93	Installation and Commissioning of all ICT Components and Links: 0.75% of Total of Schedule 1 of price bid for every delayed week or part thereof Delay beyond T1 + 5 weeks TENDERER may terminate the contract and Forfeit the PBG	Installation and Commissioning of all ICT Components and Links: 0.25% of Total of Schedule 1 of price bid for every delayed week or part thereof Delay beyond T1 + 9 weeks TENDERER may terminate the contract and Forfeit the PBG	As per RFP
84	7.1. Implementation Timelines and Penalties / Page no. 93	FAT of Phase-A - T3 = T2 + 4 Week	We suggest to change this FAT of Phase A timeline as T3 = T2 + 8 weeks.	As per RFP
85	7.1. Implementation Timelines and Penalties / Page no. 93	FAT of Phase-A - 1% of sum total of Phase-A in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG T3 = T2 + 4 Week	FAT of Phase-A - 0.5% of sum total of Phase-A in Schedule II of Price Bid per week or part thereof Delay beyond 8 weeks. TENDERER may terminate the contract and Forfeit the PBG T3 = T2 + 8 Week	As per RFP
86	7.1. Implementation Timelines and Penalties / Page no. 93	O&M : Equated quarterly instalment over O&M Contract period of 7 Years	We request you to consider O & M payment term as Equated quarterly installment at the starting of quarter as we have have to pay yearly advance to OEMs.	As per RFP
87	7.2.1. Operational Penalties / Page no. 95	Quarterly Uptime : 99.90% to 99.95% : Penalty @ 0.1% of Quarterly Payment.	We request you to change this penalty as 0.1% of Quarterly payment of O & M of Hardware & Software of that location.	As per RFP
88	7.2.1. Operational Penalties / Page no. 95	Quarterly Uptime : 99.75% to 99.89% : Penalty @0.2% of Quarterly Payment.	We request you to change this penalty as 0.2% of Quarterly payment of O & M of Hardware & Software of that location.	As per RFP
89	7.2.1. Operational Penalties / Page no. 95	Quarterly Uptime : Less than 99.75% : Penalty @ 0.5% of Quarterly Payment.	We request you to change this penalty as 0.5% of Quarterly payment of O & M of Hardware & Software of that location.	As per RFP
90	7.2. SLA & Penalties / Page no. 95	The overall penalty would be generally capped at 10% of O&M amount.	We request to revise this payment term as "The overall penalty would be generally capped at 5% of O&M amount".	As per RFP
91	10. INDICATIVE BOQ & PRICE BID / Page no. 123	Component wise BOQ of Price Bid	Request you to clarify whether Equipments (Hardware & Software) need to be quoted with 3 years warranty or suggest. Also what will be the number of years of Hardware, Software AMC / ATS needs to be considered under O & M.	Bidder to provide OEM Warranty for all supplied Hardware and Software for entire contract period OEM Warranty & Subscription to be evident for entire Contract Period from Day 1
92	10. INDICATIVE BOQ & PRICE BID / Page no. 131	The O&M of Price bid should not be less than 30% of amount quoted in total of Price bid. If any bidder quotes lesser amount, then the shortfall amount with be withheld from amount quoted in "Total of Schedule I&II" of price bid and shall be treated as amount due for O&M and shall be released as per O&M payment terms.	We request you to consider Schedule IV of Commercial bid i.e. Bandwidth / Links charges in the total O & M of Price bid.	Schedule _ IV is part of Total Price Bid
93	10. INDICATIVE BOQ & PRICE BID / Page no. 131	The O&M of Price bid should not be less than 30% of amount quoted in total of Price bid. If any bidder quotes lesser amount, then the shortfall amount with be withheld from amount quoted in "Total of Schedule I&II" of price bid and shall be treated as amount due for O&M and shall be released as per O&M payment terms.	We request you to revised this clause as "The O&M of Price bid should not be less than 25% of amount quoted in total of Price bid. If any bidder quotes lesser amount, then the shortfall amount with be withheld from amount quoted in "Total of Schedule I&II" of price bid and shall be treated as amount due for O&M and shall be released as per O&M payment terms."	As per RFP

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
94	6.5. Technical Evaluation Matrix--Page92	1. Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr	Request for below changes "1. Prior experience of SITC OR O&M of Data Centre OR Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 25 Cr 30 Cr"	Refer Corrigendum
95	6.5. Technical Evaluation Matrix--Page92	1. Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr	It is requested to modify the condition with "OR" condition i.e. 1. Prior experience of SITC / O&M of Data Centre /Or Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr	Refer Corrigendum
96	6.5. Technical Evaluation Matrix--Page92	2. Prior experience of SITC, O&M of Data Centre and Network Integration of min. value 30 Cr in last 7 Years as on bid issuance date.	It is requested that the time period in this clause be increased from 7 years to 12 years. "2. Prior experience of SITC, O&M of Data Centre and Network Integration of min. value 30 Cr in last 12 Years as on bid issuance date."	Refer Corrigendum
97	6.5. Technical Evaluation Matrix--Page92	2. Prior experience of SITC, O&M of Data Centre and Network Integration of min. value 30 Cr in last 7 Years as on bid issuance date.	It is requested to modify the condition with "OR" condition i.e. 1. Prior experience of SITC / O&M of Data Centre /Or Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr	Refer Corrigendum
98	6.5. Technical Evaluation Matrix--Page92	3. Prior experience of ISP Partner in providing network connectivity to large national/international institutions (having at least 50 offices at different places) spread across multiple states/regions in India. Min. 3 projects	Kindly clarify if this clause is applicable for the ISP partner for this opportunity.	Experience of ISP will be considered here
99	6.5. Technical Evaluation Matrix--Page92	3. Prior experience of ISP Partner in providing network connectivity to large national/international institutions (having at least 50 offices at different places) spread across multiple states/regions in India. Min. 3 projects	As most of the projects involving ISP partner has a tri-party agreement with System Integrator and Customer. So, in case this clause should be applicable to the ISP partner of the opportunity. OR kindly allow the tri-party agreement to be provided against this clause from bidder's end.	Experience of ISP will be considered here
100	6.5. Technical Evaluation Matrix--Page92	3. Prior experience of ISP Partner in providing network connectivity to large national/international institutions (having at least 50 offices at different places) spread across multiple states/regions in India. Min. 3 projects 3 projects: 5 3-5 projects: 8 more than 5 project: 12	It is requested that the no. of projects against the marking be reduced as doing 3 large scale transformation projects are enough to showcase the capability of the bidder. So, kindly modify the marking as follows: 1 projects: 5 2 projects: 8 3 projects: 12	Refer Corrigendum
101	6.1. Bidder--Page89	Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each	It is requested that the time period in this clause be increased from 7 years to 12 years. "Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 12 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr.each"	Refer Corrigendum
102	6.1. Bidder--Page89	Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each	It is requested that the time period in this clause be increased from 7 years to 12 years. "Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 12 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr.each"	Refer Corrigendum
103	LD and Penalty--PageGeneral	NA	LD and Penalty both should be capped to 10% of total contract value	As per RFP

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
104	7. TIMELINES, SLA, PENALTIES AND PAYMENT TERMS--Page94	Penalties: 0.75% per week for delay in delivery after 12 weeks	Penalty to be capped to 10% of quarterly payable value. So that the services are improved on quarter on quarter basis	As per RFP
105	7. TIMELINES, SLA, PENALTIES AND PAYMENT TERMS--Page94	Points against Section 7.1. Implementation Timelines and Penalties	Request a revision in Payment terms as follows – 70% against Delivery, 20% against installation and balance 10% on UAT/FAT	As per RFP
106	Note Point 4--Page132	The quoted price will be treated as a rate contract and the prices shall be valid for contract period	Request customer to keep the quoted prices valid for 3 months. Since the prices from OEM come with only 3 months validity. OR Request such confirmations from OEMs end for getting the values valid for an year.	This Clause stands deleted
107	10. INDICATIVE BOQ & PRICE BID--Page124	10. INDICATIVE BOQ & PRICE BID	Kindly provide the split of Infra requirements at - DC (all zones) - DR (all zones) - Remote sites	Mentioned In RFP
108	10. INDICATIVE BOQ & PRICE BID--Page124	10. INDICATIVE BOQ & PRICE BID	Kindly provide the existing ISP and Network Provider across Remote Sites, DC and DR	All Major ISP
109	6. Pre-qualification Criteria / Page no. 88	Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC, O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each	We request to change this criteria as "Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC, O&M of Data Centre / Network Integration / System Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each	Refer Corrigendum
110	6.5. Technical Evaluation Matrix / page no. 91	Prior experience of SITC, O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr	We suggest to revise Technical Evaluation Clause as "Prior experience of SITC, O&M of Data Centre / Network Integration / System Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr".	Refer Corrigendum
111	6.5. Technical Evaluation Matrix / page no. 91	Prior experience of SITC, O&M of Data Centre and Network Integration of min. value 30 Cr in last 7 Years as on bid issuance date.	We suggest to revise Technical Evaluation Clause as "Prior experience of SITC, O&M of Data Centre / Network Integration / Systems Integration of min. value 30 Cr in last 7 Years as on bid issuance date.	Refer Corrigendum
112	Important Information / Page no.8	Performance Bank Guarantee (PBG) :3% of Contract Value	We request to change the PBG criteria as "3% of Price Schedule I & II valid for 3 years & then after 3% of Annual O & M price valid from 4th year for next 4 years".	As per RFP
113	8.11. Bid Security / Earnest Money Deposit / Page no. 104	The Bidder shall furnish, as part of the Bid, the Bid Security/EMD in the form of demand draft (which should be valid for 3 months from the last date of bid submission) at TENDERER's office in favour of "TENDERER" payable at Ahmedabad/Gandhinagar on or before the due date for bid submission and must be submitted along with the covering letter.	Most of the Government tenders are accepting the EMD as BG. Hence we request to accept EMD in the form of Bank Guarantee / DD.	EMD in form of BG allowed. Format is given in RFP
114	10. INDICATIVE BOQ & PRICE BID / Page no. 131	The quoted price will be treated as a rate contract and the prices shall be valid for contract period.	This is a 7 Years contract after Go Live. Recent market trends the fluctuating US Dollar - Rupee Exchange Rate, Revision of quoted rates will be done based on average exchange rate of USD with INR exceeds +/- 5% from the base rate at the time of proposal. If average exchange rate of USD with INR exceeds +/- 5% from the Base Rate at the time of proposal, individual prices of the line items will be modified (increased or decreased) by the same percentage.	This Clause stands deleted
115	2.2. Instruction to bidders for Online Bid Submission / Page no. 8	Interested bidder has to submit Technical bid and Physical forms to be submit on or before due date and time at below address : 14th Floor, Tower One, Road 5C, Zone 5, Gujarat International Finance Tech City (GIFT City) Gandhinagar - 382 355	Please confirm, Only bid security to be submitted physically not complete technical bid.	Complete Technical Bid along with Bid Security to be submitted in physical form too. Commercial/Price bid to be submitted in Online mode only.
116	Pre-qualification Criteria / Page no. 88	Bidder should be organization having ISO 27001, ISO 20000, ISO 9001 certification as on bid issuance date Bidder Should have CMMI L5	We are under process of CMMI L5 appraisal & it will take some time. Therefore, we request you to accept CMMI L3 instead of CMMI L5 OR allow us to submit the letter mentioning we are under process of CMMI L5 Certification along with CMMI L3 Certificate.	Refer Corrigendum

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
117	10. INDICATIVE BOQ & PRICE BID / Page no. 123	Component wise BOQ of Price Bid	Request you to confirm whether All Equipments need to be quoted with 3 years warranty. Also Please confirm what will be the number of years of Equipments AMC / ATS needs to be considered under O & M.	Bidder to provide OEM Warranty for all supplied Hardware and Software for entire contract period OEM Warranty & Subscription to be evident for entire Contract Period from Day 1
118	10. INDICATIVE BOQ & PRICE BID / Page no. 131	The O&M of Price bid should not be less than 30% of amount quoted in total of Price bid. If any bidder quotes lesser amount, then the shortfall amount with be withheld from amount quoted in "Total of Schedule I&II" of price bid and shall be treated as amount due for O&M and shall be released as per O&M payment terms.	Request you to please confirm the Warranty and O & M period of Equipments (Hardware & Software) out of total contract period of 7 Years.	Bidder to provide OEM Warranty for all supplied Hardware and Software for entire contract period OEM Warranty & Subscription to be evident for entire Contract Period from Day 1
119	Clause no. 6.1 Point no. 2 Page no. 89/151	Average annual turnover of the Bidder should be Rs. 300.00 Crore from IT/ITeS/ICT in last five completed financial years ending on 31.03.2022	Kindly amend the clause as follows Documented Proof: Audited and Certified Balance Sheet and Profit/Loss Account of last 5 Financial Years should be enclosed And Statutory auditors/ CA certificate of the bidder stating the average annual turnover from IT/ITeS/ICT shall be enclosed. Please confirm.	Refer Corrigendum
120	Clause no. 6.1 Point no. 4 Page no. 89/151	Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each Copy of Work Orders and completion certificate.	Kindly amend the clause as follows Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC, O&M of Data Centre or Projects having Data Center and which includes Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each We understand that we shall submit Copy of (1) Work Orders and (2) completion certificate or Go Live certificate.	Refer Corrigendum
121	8.11. Bid Security / Earnest Money Deposit Page 104 of 150	1. The Bidder shall furnish, as part of the Bid, the Bid security/EMD in the form of demand draft (which should be valid for 3 months from the last date of bid submission) at TENDERER's office in favour of "TENDERER" payable at Ahmedabad/Gandhinagar on or before the due date for bid submission and must be submitted along with the covering letter. The un-priced bid will be opened subject to the confirmation of valid Bid security.	Kindly amend the clause as follows 1. The Bidder shall furnish, as part of the Bid, the Bid security/EMD in the form of demand draft (which should be valid for 3 months from the last date of bid submission) or in the form of Bank Guarantee as per Format 12.5 EMD Format (which should be valid for 9 months from the last date of bid submission) at TENDERER's office in favour of "TENDERER" payable at Ahmedabad/Gandhinagar on or before the due date for bid submission from any Nationalized Bank/ Scheduled Bank and must be submitted along with the covering letter. The un-priced bid will be opened subject to the confirmation of valid Bid security.	EMD in form of BG allowed. Format is given in RFP
122	Clause no. 6.5 Point no. 1 Page no. 92/151	Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr 3 projects: 5 4-5 projects: 8 more than 5 project: 12	Kindly amend the clause as follows Prior experience of SITC, O&M of Data Centre or Projects having Data Center and which includes Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr 3 projects: 5 4-5 projects: 8 more than 5 project: 12	Refer Corrigendum
123	Clause no. 6.5 Point no. 2 Page no. 92/151	Prior experience of SITC, O&M of Data Centre and Network Integration of min. value 30 Cr in last 7 Years as on bid issuance date. One Project having min value: 30Cr or more: 5 40Cr or more: 8 50Cr or more: 12	Kindly amend the clause as follows Prior experience of SITC, O&M of Data Centre or Projects having Data Centre and which includes Network Integration of min. value 30 Cr in last 7 Years as on bid issuance date. One Project having min value: 30Cr or more: 5 40Cr or more: 8 50Cr or more: 12	Refer Corrigendum

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT				
S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
124	Clause no. 7.1 Point no. 4 Page no. 94/151	Delivery of all ICT Components T1 = T + 12 weeks 30% of sum total of Phase-A in Schedule I & II of Price Bid 0.75% of Component Value of Delayed / non-delivered part per week or partthereof. Delay beyond T + 14 weeksTENDERER may terminatethe contract and Forfeit the PBG	Kindly amend the clause as Delivery of all ICT Components T1 = T + 12 weeks 40 weeks 30% 60% of sum total of Phase-A in Schedule I & II Schedule I & Phase-A in Schedule II of Price Bid 0.75% 0.5% of Component Value of Delayed / non-delivered part per week or partthereof. Delay beyond T + 14 weeksTENDERER may terminatethe contract and Forfeit the PBG 0.5% of Component Value of Delayed / non-delivered part per week or partthereof LD shall be levied . LD / Penalty during implementation is capped at 10% of Capex Value	As per RFP
125	Clause no. 7.1 Point no. 5 Page no. 94/151	Installation and Commissioning of all ICT Components and Links T2 = T1 + 3 weeks 30% of sum total of Phase-A in Schedule I & II of Price Bid 0.75% of Total of Schedule 1 of price bid for every delayed week or par thereof Delay beyond T1 + 5 weeks TENDERER may terminate the contract and Forfeit the PBG	Installation and Commissioning of all ICT Components and Links T2 = T1 + 3 weeks 30% 20% of sum total of Phase-A in Schedule I & II Schedule I & Phase-A in Schedule II of Price Bid 0.75% 0.5% of component value of delayed part of Total of Schedule 1 and Phase A of Schedule II of price bid for every delayed week or par thereof Delay beyond T1 + 5 weeks TENDERER may terminate the contract and Forfeit the PBG LD / Penalty during implementation is capped at 10% of Capex Value	As per RFP
126	Clause no. 7.1 Point no. 6 Page no. 94/151	FAT of Phase-A T3 = T2 + 4 Week 40% of sum total of Phase-A in Schedule I & II of Price Bid 1% of sum total of Phase-A in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	FAT of Phase-A T3 = T2 + 4 Week 40% 20% of sum total of Phase-A in Schedule I & II Schedule I & Phase-A in Schedule II of Price Bid 1% 0.5% of component value of delayed part of sum total of Schedule I and Phase-A in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG LD / Penalty during implementation is capped at 10% of Capex Value	As per RFP
127	Clause no. 7.1 Point no. 7 Page no. 94/151	Installation and Commissioning of PKI Phase-B T4 = T3 + 4 Week 60% of sum total of PKI Phase-B in Schedule II of Price Bid 1% of sum total of PKI Phase-B in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	Installation and Commissioning of PKI Phase-B T4 = T3 + 4 Week 60% 70% of sum total of PKI Phase-B in Schedule II of Price Bid 1% 0.5% of component value of delayed part of sum total of PKI Phase-B in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	As per RFP
128	Clause no. 7.1 Point no. 8 Page no. 95/151	FAT of PKI Phase-B T5 = T4 + 2 Week 40% of sum total of PKI Phase-B in Schedule II of Price Bid 1% of sum total of PKI Phase-B in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	FAT of PKI Phase-B T5 = T4 + 2 Week 40% 30% of sum total of PKI Phase-B in Schedule II of Price Bid 1% 0.5% of component value of delayed part of sum total of PKI Phase-B in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	As per RFP

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
129	Clause no. 7.1 Point no. 9 Page no. 95/151	Installation and Commissioning of PKI Phase-C T6 = T5 + 4 Week 60% of sum total of PKI Phase-C in Schedule II of Price Bid 1% of sum total of PKI Phase-C in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	Installation and Commissioning of PKI Phase-C T6 = T5 + 4 Week 60% 70% of sum total of PKI Phase-C in Schedule II of Price Bid 1% 0.5% of component value of delayed part of sum total of PKI Phase-C in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	As per RFP
130	Clause no. 7.1 Point no. 10 Page no. 95/151	FAT of PKI Phase-C T7 = T6 + 2 Week 40% of sum total of PKI Phase-C in Schedule II of Price Bid 1% of sum total of PKI Phase-C in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	FAT of PKI Phase-C T7 = T6 + 2 Week 40% 30% of sum total of PKI Phase-C in Schedule II of Price Bid 1% 0.5% of component value of delayed part of sum total of PKI Phase-C in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	As per RFP
131	Clause no. 7.1 Point no. 11 Page no. 95/151	Installation and Commissioning of PKI Phase-D T8 = T7 + 4 Week 60% of sum total of PKI Phase-D in Schedule II of Price Bid 1% of sum total of PKI Phase-D in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	Installation and Commissioning of PKI Phase-D T8 = T7 + 4 Week 60% 70% of sum total of PKI Phase-D in Schedule II of Price Bid 1% 0.5% of component value of delayed part of sum total of PKI Phase-D in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	As per RFP
132	Clause no. 7.1 Point no. 12 Page no. 95/151	FAT of PKI Phase-D T9 = T8 + 2 Week 40% of sum total of PKI Phase-D in Schedule II of Price Bid 1% of sum total of PKI Phase-D in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	FAT of PKI Phase-D T9 = T8 + 2 Week 40% 30% of sum total of PKI Phase-D in Schedule II of Price Bid 1% 0.5% of component value of delayed part of sum total of PKI Phase-D in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may terminate the contract and Forfeit the PBG	As per RFP
133	Clause no. 7.3 Point no. 2 Page no. 97/151	The Selected Bidder shall raise the component wise invoice upon achieving respective milestone as per detailed payment schedule and submit the invoice to TENDERER.	We understand The Selected Bidder shall raise the component wise invoice based on prorated supply/Services and payment will be made on pro-rata basis upon achieving respective milestone as per detailed payment schedule . Kindly Confirm	As per RFP
134	General	RFP Preceding's	We understand that the preceding's of this tender would be as follows, RFP GCC GCP Kindly confirm our understanding	Clarified during Pre-Bid Meeting
135	8.2.1. Evaluation Methodology Page: 107	Part – III (Financial): Bidders qualified as per the pre-qualification criteria & technical criteria will be short-listed and financial bids of those bidders will only be opened for evaluation and arriving at L1 bidder i.e. the bidder offering lowest cost to the TENDERER.	We understand that the evaluation is on the Total Price (W/O Taxes) of L1 will be from the value quoted without taxes. Kindly Confirm	Commercial asked without taxes only
136	7.3. Payment Terms Page: 97	The successful bidder will have to bear the consequences of any change, i.e. in taxes or laws.	We kindly request you to amend the clause as follows, Variations in the taxes and duties due to change in statute during contractual delivery period shall be to Purchaser's account. However, any increase in Taxes/Duties beyond contractual delivery period shall be to Vendor's account.	Taxes will be extra as actuals

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
137	10. Indicative BOQ & Price BID Page: 123	Schedule I, II, III & IV	We understand that there are phases in schedule I, schedule III & schedule IV and only Schedule II has Phase A, B, C & D. Kindly confirm	Refer Corrigendum
138	4.1. General Obligations Page: 16	As per guidelines of Telecom Regulatory Authority of India (TRAI), resale of bandwidth connectivity is not allowed. In such a case tripartite agreement should be entered into between the TENDERER, Bidder and network connectivity service provider. The Tripartite agreement format is provided in Section 12.10.	We understand that as per TRAI guidelines, reselling of bandwidth is not permitted. Hence a tripartite agreement would be signed between the successful bidder, client & TSP. We request that the bandwidth charges quoted should not be taken for bid evaluation, and client can directly negotiate with the TSP for bandwidth charges with the support of successful MSI.	Experience of ISP will be considered here
139	7.1. Implementation Timelines and Penalties Page: 93	Delay Penalty TENDERER may terminate the contract and Forfeit the PBG	As you would be aware delay shall be caused on any external risks as well. Bidders should have option to mitigate during the implementation. However, Bidders will be held responsible for the delivery and shall be penalized by levying LD. LD shall be capped at 10% of Capex. Hence, we request you to kindly remove the clause	LD capped at 10%
140	General	Payments on the Invoice	Payments to be made within 30 days from the receipt of acceptance of invoice. Kindly confirm	As per RFP
141	6.4. General Note for PQ Page: 91	1. The bidder must submit Power of attorney or board resolution duly executed in favour of the person signing the tender authorizing him to sign the tender document in case the bidder is not a sole proprietary concern.	POA format is not mentioned in the RFP. We understand that we can submit the same in general format. Kindly confirm.	General Format
142	12.1. Bid Letter Format Page 133 of 150	1. Earnest Money Deposit (EMD): We have enclosed an EMD in the form of a Demand Draft no. dated xx/xx/xxxx for Rs. XXXX(amount in words) drawn on _____. This EMD is liable to be forfeited in accordance with the provisions of this RFP.	Kindly amend the clause as below: 1. Earnest Money Deposit (EMD): We have enclosed an EMD in the form of a Demand Draft or Bank Guarantee no. dated xx/xx/xxxx for Rs. XXXX(amount in words) drawn on _____. This EMD is liable to be forfeited in accordance with the provisions of this RFP.	As per RFP
143	12.5. EMD Format Page 135 of 150	Whereas _____(here in after called "the Bidder") has submitted its bid dated: _____in response to the Tender No _____for RFP for _____KNOW ALL MEN by these presents that WE _____(hereinafter called "the Bank") are bound unto the GNFC Ltd, in the sum of Rupees _____/- (Rupees _____) for which payment well and truly to be made to GNFC Ltd, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2019	Kindly amend the clause as below: Whereas _____(here in after called "the Bidder") has submitted its bid dated or RFP Dated : _____in response to the Tender No _____for RFP for _____KNOW ALL MEN by these presents that WE _____(hereinafter called "the Bank") are bound unto the GNFC Ltd, in the sum of Rupees _____/- (Rupees _____) for which payment well and truly to be made to GNFC Ltd, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2022	Revised Formats uploaded
144	12.7. Declaration Regarding Blacklisting Page 141 of 150	I further certify that I am the Director/Company Secretary and am therefore, competent in my Company to make this declaration.	Kindly amend the clause as below: I further certify that I am the Director/Company Secretary/Authorised Signatory and am therefore, competent in my Company to make this declaration.	Refer Corrigendum
145	General	Penalty	We understand that the penalty can be understood as LD as well. Kindly confirm	Penalty on late delivery is LD
146	General	Penalty	We understand that the LD being deducted for every milestone delay can be reimbursed on successful completion of project on the correct milestone date	As per RFP
147	8.22. Award of Contract Page: 107	Award Criteria: The Criteria for selection will be the lowest cost to the TENDERER. The TENDERER may negotiate the prices with L1 Bidder.	As this is already a L1 bid, we would have quoted the lowest possible price and hence we request you to kindly remove the negotiation clause	As per RFP
148	General	PAYMENT TERMS	Kindly provide 10% advance and we request you to change the rest accordingly	As per RFP
149	7.1. Implementation Timelines and Penalties / Point number 4 / page no: 94	Delivery of all ICT Components T1 = T + 12 weeks	Due to the shortage of semiconductors, it would be difficult to get all the ICT components delivered before or on or before 12 weeks. Modification request: Request to get this timeline extended as T1= T+40 weeks	As per RFP
150	7.1. Implementation Timelines and Penalties / Point number 5 / page no: 94	Installation and Commissioning of all ICT Components and Links T2 = T1 + 3 weeks	Modification request: Request to get this timeline extended as T2= T1+4 weeks	As per RFP

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
151	7.1. Implementation Timelines and Penalties / Point number 6 / page no: 94	FAT of Phase-A T3 = T2 + 4 Week	Modification request: Request to get this timeline extended as T3 = T2 + 6 Weeks	As per RFP
152	7.1. Implementation Timelines and Penalties / Point number 7 / page no: 94	Installation and Commissioning of PKI Phase-B T4 = T3 + 4 Week	Modification request: Request to get this timeline extended as T4 = T3 + 6 Weeks	As per RFP
153	7.1. Implementation Timelines and Penalties / Point number 8 / page no: 95	FAT of PKI Phase-B T5 = T4 + 2 Week	Modification request: Request to get this timeline extended as T5 = T4 + 4 Weeks	As per RFP
154	7.1. Implementation Timelines and Penalties / Point number 9 / page no: 95	Installation and Commissioning of PKI Phase-C T6 = T5 + 4 Week	Modification request: Request to get this timeline extended as T6 = T5 + 6 Weeks	As per RFP
155	7.1. Implementation Timelines and Penalties / Point number 10 / page no: 95	FAT of PKI Phase-C T7 = T6 + 2 Week	Modification request: Request to get this timeline extended as T7 = T6 + 4 Weeks	As per RFP
156	7.1. Implementation Timelines and Penalties / Point number 9 / page no: 95	Installation and Commissioning of PKI Phase-D T8 = T7 + 4 Week	Modification request: Request to get this timeline extended as T8 = T7 + 6 Weeks	As per RFP
157	7.1. Implementation Timelines and Penalties / Point number 10 / page no: 95	FAT of PKI Phase-D T9 = T8 + 2 Week	Modification request: Request to get this timeline extended as T9 = T8 + 4 Weeks	As per RFP
158	General	IT Infrastructure hardware sizing arrived as part of the indicative BOQ is as per the project solution requirement of client in consultation with the application vendor.	Hope the IT Infrastructure hardware sizing is arrived with enough amount of buffer to accommodate future growth needs. As the indicative BOQ has been mentioned with the quantity, bidder will not be held for any performance glitches.	As per RFP
159	General	General	Request you to share the SLA and level of Reduduncy required at remote sites?	Mentioned In RFP
160	10. Pg-124	INDICATIVE BOQ(ISP Switch)	ISP sw is given in tentative diagram but not listed in BOQ, neither technical specification is given , Kindly share the ISP switch details?	Part of Access Switch
161	4.3.3. Disaster Recovery - 2 & 3; pg no. 28 10. INDICATIVE BOQ & PRICE BID; pg no. 124	The overall IT Infra is procured under this RFP for DR site as well. The solution shall be deployed in the High availability mode. The solution should automatically replicate all data from DC to DR. INDICATIVE BOQ & PRICE BID	Request you to clarify on the whether the quantity given in the BOQ, combines DC and DR quantities.	Quantity given in the BOQ combines DC & DR quantity
162	7. TIMELINES, SLA, PENALTIES AND PAYMENT TERMS 7.2.2. Incident Resolution; pg no. 96		As per the general industry practice, we understand that the Response Time and Resolution Time for resolving High Criticality Risks asked in RFP is less. Request you to modify the Response Time to 1 hr and Resolution Time to 5-6 hrs. Also, kindly modify Penalty to "0.075% of QP for every unresolved event exceeding response time"	As per RFP
163	7. TIMELINES, SLA, PENALTIES AND PAYMENT TERMS 7.2.2. Incident Resolution ; pg no. 96		As per the general industry practice, we understand that the Response Time and Resolution Time for resolving Moderate Criticality Risks asked in RFP is less. Request you to modify the Response Time to 8 hr and Resolution Time to 12-14 hrs. Also, kindly modify Penalty to "0.040% of QP for every unresolved event exceeding response time"	As per RFP
164	7. TIMELINES, SLA, PENALTIES AND PAYMENT TERMS 7.2.2. Incident Resolution ; pg no. 96-97		As per the general industry practice, we understand that the Response Time and Resolution Time for resolving Low Criticality Risks asked in RFP is less. Request you to modify the Response Time to 16 hr and Resolution Time to 32 hrs. Also, kindly modify Penalty to "0.015% of QP for every unresolved event exceeding response time"	As per RFP

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
165	7. TIMELINES, SLA, PENALTIES AND PAYMENT TERMS 7.2.2. Incident Resolution ; pg no. 97		As per the general industry practice, we understand that the Response Time and Resolution Time for resolving Moderate Criticality Risks asked in RFP is less. Request you to modify the Response Time to 24 hrs and Resolution Time to 48 hrs. Also, kindly modify Penalty to "0.015% of QP for every unresolved event exceeding response time"	As per RFP
166	10. INDICATIVE BOQ & PRICE BID SDWAN appliance Qty - 4 Pg 124	10. INDICATIVE BOQ & PRICE BID SDWAN appliance Qty - 4	As per our understanding the SDWAN appliance Qty -4 does not include SDWAN controller & Manager platforms, And other remote sites edge appliances are also not added in BoQ. Request you to please add SDWAN controller, Management Platforms and other remote sites edge appliances in the BOQ. Kindly amend accordingly.	Refer revised specification
167	2. Pre-qualification Criteria / Page no. 88	Average annual turnover of the Bidder should be Rs. 300.00 Crore from IT/ITeS/ICT in last five completed financial years ending on 31.03.2022	We request to change the criteria as "Average annual turnover of the Bidder should be Rs. 150.00 Crore from IT/ITeS/ICT in last five completed financial years ending on 31.03.2022"	Refer Corrigendum
168	6. Pre-qualification Criteria / Page no. 88	Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each	We request to change this criteria as "Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre / Network Integration / System Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 35 cr OR b. Two projects having a min. value of Rs 20 cr each. OR c. Three projects having min. Value of Rs. 15 cr. each	Refer Corrigendum
169	6.5. Technical Evaluation Matrix / page no. 91	Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr	We suggest to change Technical Evaluation Clause as "Prior experience of SITC , O&M of Data Centre / Network Integration / System Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr".	Refer Corrigendum
170	6.5. Technical Evaluation Matrix / page no. 91	Prior experience of SITC, O&M of Data Centre and Network Integration of min. value 30 Cr in last 7 Years as on bid issuance date.	We suggest to change Technical Evaluation Clause as "Prior experience of SITC, O&M of Data Centre / Network Integration / Systems Integration of min. value 30 Cr in last 7 Years as on bid issuance date.	Refer Corrigendum
171	Important Information / Page no.8	Performance Bank Guarantee (PBG) :3% of Contract Value	We request to revise the PBG criteria as "3% of Price Schedule I & II valid for 3 years & then after 3% of Annual O & M price valid from 4th year for next 4 years".	As per RFP
172	8.11. Bid Security / Earnest Money Deposit / Page no. 104	The Bidder shall furnish, as part of the Bid, the Bid Security/EMD in the form of demand draft (which should be valid for 3 months from the last date of bid submission) at TENDERER's office in favour of "TENDERER" payable at Ahmedabad/Gandhinagar on or before the due date for bid submission and must be submitted along with the covering letter.	Most of the Government tenders are accepting the EMD as BG. Hence we request to consider EMD in the form of Bank Guarantee / DD.	EMD in form of BG allowed. Format is given in RFP
173	10. INDICATIVE BOQ & PRICE BID / Page no. 131	The quoted price will be treated as a rate contract and the prices shall be valid for contract period.	This is a 7 Years contract after Go Live. Recent market trends the fluctuating of US Dollar - Rupee Exchange Rate, Revision of quoted rates will be done based on average exchange rate of USD with INR exceeds +/- 5% from the base rate at the time of proposal. If average exchange rate of USD with INR exceeds +/- 5% from the Base Rate at the time of proposal, individual prices of the line items will be modified (increased or decreased) by the same percentage.	This Clause stands deleted
174	2.2. Instruction to bidders for Online Bid Submission / Page no. 8	Interested bidder has to submit Technical bid and Physical forms to be submit on or before due date and time at below address : 14th Floor, Tower One, Road 5C, Zone 5, Gujarat International Finance Tech City (GIFT City) Gandhinagar - 382 355	Please confirm, Only bid security to be submitted physically not complete technical bid.	Complete Technical Bid along with Bid Security to be submitted in physical form too. Commercial/Price bid to be submitted in Online mode only.
175	10. INDICATIVE BOQ & PRICE BID / Page no. 123	Component wise BOQ of Price Bid	Request you to confirm whether All Equipments need to be quoted with 3 years warranty. Also Please confirm what will be the number of years of Equipments AMC / ATS needs to be considered under O & M.	Bidder to provide OEM Warranty for all supplied Hardware and Software for entire contract period OEM Warranty & Subscription to be evident for entire Contract Period from Day 1

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
176	10. INDICATIVE BOQ & PRICE BID / Page no. 131	The O&M of Price bid should not be less than 30% of amount quoted in total of Price bid. If any bidder quotes lesser amount, then the shortfall amount with be withheld from amount quoted in "Total of Schedule I&II" of price bid and shall be treated as amount due for O&M and shall be released as per O&M payment terms.	Request you to please confirm the Warranty and O & M period of Equipments (Hardware & Software) out of total contract period of 7 Years.	Bidder to provide OEM Warranty for all supplied Hardware and Software for entire contract period OEM Warranty & Subscription to be evident for entire Contract Period from Day 1
177		Consortium	We Understand that the consortium is allowed, Kindly Confirm.	Not allowed
178	6.1. Bidder/PRE-QUALIFICATION CRITERIA (Point- 05) Page 88	Bidder should be organization having ISO 27001, ISO 20000,ISO 9001 certification as on bid issuance date Bidder Should have CMMi L5	Current requirement consist of major scope of a Master Service Integrator and not that of stand alone development work therefore CMMi level 3 should suffice the requirement. Further TCIL is a leading IS/ISO 9001:2015, ISO/IEC20000-1, ISO 22301:2012, ISO 45001:2018, ISO 14001:2015 and ISO/IEC 27001:2013 certified, Government of India Undertaking incorporated in 1978 under the Administrative control of the Department of Telecommunications (DOT), Ministry of Communications, Government of India. TCIL currently holds CMMi level 3. Request you to please change the Clause: "Bidder should be organization having ISO 27001, ISO 20000,ISO 9001 certification as on bid issuance date Bidder Should have CMMi L3"	Refer Corrigendum
179	Prequalification Criteria point 8, Page No. 89	The PKI Solution OEM shall have over 20 years verifiable experience in developing and providing PKI software solutions to the marketplace.	Request to relax to 10 years considering Make in India product	As per RFP
180	Prequalification Criteria point 9 Page 89	The PKI Solution OEM shall have provided PKI solutions in over 30 countries	Request to relax to 10 countries considering Make in India product	As per RFP
181			we request you to kindly consider the consortium clause to allow to bid technical competent parties also to execute the order.	As per RFP
182	Pre-Qualification Criteria / Page no. 88 / Sr. No. 2	Average annual turnover of the Bidder should be Rs. 300.00 Crore from IT/ITeS/ICT in last five completed financial years ending on 31.03.2022	We request you to kindly change the clase as below: Average annual turnover of the Bidder should be Rs. 100.00 Crore from IT/ITeS/ICT in last Three completed financial years ending on 31.03.2022.	Refer Corrigendum
183	Pre-Qualification Criteria / Page no. 88 / Sr. No. 4	Bidder should be in the business of IT/ ITES/ System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each	We request you to kindly allow below documents to fulfill the criteria: Copy of Work Orders and completion certificate / Ongoing Certificate	Refer Corrigendum
184	Pre-Qualification Criteria / Page no. 88 / Sr. no. 5	Bidder should be organization having ISO 27001, ISO 20000,ISO 9001 certification as on bid issuance date Bidder Should have CMMi L5	Bidder should be organization having ISO 27001 / ISO 20000,ISO 9001 certification as on bid issuance date Bidder Should have CMMi L3 / L5	Refer Corrigendum
185	Pre-Qualification Criteria / Page no. 88 / Sr. No. 4	with relevant project	with relevant project (Project with Servers, SAN, Firewall, Loadbalancer, Virtualization, and Cyber security solutions)	As per RFP
186	Primary & Secondary Network Connectivity Provider (ISP Partner) / Page no. 89 / Sr. No. 2	Average Annual Turnover of the ISP Partners should be at least Rs. 100 crores from the business of Data Bandwidth services during last three financial years as on bid issuance date.	Average Annual Turnover of the ISP Partners should be at least Rs. 75 crores from the business of Data Bandwidth services during last three financial years as on bid issuance date.	As per RFP
187	Technical Evaluation Matrix / Page no. 91	Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr	Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr (If Single PO having Multisite Multiple DC Setup, Each DC will be considered as Separate Experience)	Refer Corrigendum
188	Technical Evaluation Matrix / Page no. 91	Average turnover of the Bidder should be Rs. 300.00 Crore from last Five completed financial years as on bid issuance date.	We request you to kindly change the clause as below: Average turnover of the Bidder should be Rs. 100.00 Crore from last Five completed financial years as on bid issuance date. Average Turn Over: 100Cr: 5 100Cr – 130Cr: 8 130Cr or more: 12	Refer Corrigendum

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
189	5.1. Connectivity Specifications / point no. 6 / page no. 40	Up time guarantee must be 99.99% failing which a relevant penalty will be applicable	We request you to change the uptime SLA to 99% Quarterly.	As per RFP
190	Sl. No. 4 of Clause 6. PRE-QUALIFICATION CRITERIA at Page No. 88 AND Sl. No. 1 of clause 6.5. Technical Evaluation Matrix at page 91	Bidder should be in the business of IT/ITES/System Integrator and should have prior experience of SITC , O&M of Data Centre and Network Integration in last 7 Years as on bid issuance date, with relevant project a. One project having min. value of Rs. 50 cr OR b. Two projects having a min. value of Rs 40 cr each. OR c. Three projects having min. Value of Rs. 30 cr. each AND Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance date minimum value 30Cr 3 projects: 5 4-5 projects: 8 more than 5 project: 12	Proposed:- Prior experience of SITC , O&M of Data Centre and Network Integration of min. 3 projects in last 7 Years as on bid issuance. Justification:- Requesting that Experience of bidder should be counted for SITC, O&M of Data Centre and Network Integration of Projects that have been executed for any value, since already in the PQ criteria qualifying criteria already screens an experienced SI in terms of maturity of project and experience only to qualify for this bid.	Refer Corrigendum
191	Sl. No. 4 of clause 6.5. Technical Evaluation Matrix at page No. 91	Average turnover of the Bidder should be Rs. 300.00 Crore from last Five completed financial years as on bid issuance date. Average Turn Over: 300Cr: 5 300Cr – 500Cr: 8 500Cr or more: 12	Proposed:- Average Turn Over: 300Cr: 5 300Cr – 350Cr: 8 350Cr or more: 12 Justification:- This shall help all SI who qualifying for a eligibility criteria of average annual turnover of Rs 300 cr to have a fair of opportunity to participate and complete.	Refer Corrigendum
192	Point No. 4 of clause 7.1. Implementation Timelines and Penalties given at page 93	Delivery of all ICT Components 30% of sum total of Phase-A in Schedule I & II of Price Bid	Delivery of all ICT Components 70% of sum total of Phase-A in Schedule I & II of Price Bid	As per RFP
193	Point No. 5 of clause 7.1. Implementation Timelines and Penalties given at page 93	Installation and Commissioning of all ICT Components and Links 30% of sum total of Phase-A in Schedule I & II of Price Bid	Installation and Commissioning of all ICT Components and Links 20% of sum total of Phase-A in Schedule I & II of Price Bid	As per RFP
194	Point No. 6 of clause 7.1. Implementation Timelines and Penalties given at page 93	FAT of Phase-A 40% of sum total of Phase-A in Schedule I & II of Price Bid	FAT of Phase-A 10% of sum total of Phase-A in Schedule I & II of Price Bid	As per RFP
195	Point No. 7 of clause 7.1. Implementation Timelines and Penalties given at page 93	Installation and Commissioning of PKI Phase-B 60% of sum total of PKI Phase-B in Schedule II of Price Bid	Installation and Commissioning of PKI Phase-B 90% of sum total of PKI Phase-B in Schedule II of Price Bid	As per RFP
196	Point No. 8 of clause 7.1. Implementation Timelines and Penalties given at page 94	FAT of PKI Phase-B 40% of sum total of PKI Phase-B in Schedule II of Price Bid	FAT of PKI Phase-B 10% of sum total of PKI Phase-B in Schedule II of Price Bid	As per RFP
197	Point No. 9 of clause 7.1. Implementation Timelines and Penalties given at page 94	Installation and Commissioning of PKI Phase-C 60% of sum total of PKI Phase-C in Schedule II of Price Bid	Installation and Commissioning of PKI Phase-C 90% of sum total of PKI Phase-C in Schedule II of Price Bid	As per RFP
198	Point No. 10 of clause 7.1. Implementation Timelines and Penalties given at page 94	FAT of PKI Phase-C 40% of sum total of PKI Phase-C in Schedule II of Price Bid	FAT of PKI Phase-C 10% of sum total of PKI Phase-C in Schedule II of Price Bid	As per RFP
199	Point No. 11 of clause 7.1. Implementation Timelines and Penalties given at page 93	Installation and Commissioning of PKI Phase-D 60% of sum total of PKI Phase-D in Schedule II of Price Bid	Installation and Commissioning of PKI Phase-D 90% of sum total of PKI Phase-D in Schedule II of Price Bid	As per RFP
200	Point No. 12 of clause 7.1. Implementation Timelines and Penalties given at page 94	FAT of PKI Phase-D 40% of sum total of PKI Phase-D in Schedule II of Price Bid	FAT of PKI Phase-D 10% of sum total of PKI Phase-D in Schedule II of Price Bid	As per RFP

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
201	Point No. 13 of clause 7.1. Implementation Timelines and Penalties given at page 95	O&M From Date of Final Go Live Equated quarterly instalment over O&M Contract period of 7 Years	O&M From Date of Final Go Live Equated Yearly Advance over O&M Contract period of 7 Years	As per RFP
202	--	It has a mention of specific brand name for Hardware Security Module (HSM) - nShield.	Request you to remove the same and make it generic and vendor neutral for all HSM providers like us (JISA Softech, an Indian OEM for HSM) to participate in the same.	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
203	Clause: 5.3.2 Firewalls Appliance Sr. no 28 a. Page no: 70	The proposed firewall should provide minimum 15 Gbps of Firewall throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic. A publicly available document mentioning throughput with transaction size, traffic mix & feature enabled including App-ID, User-ID, Content-ID, DoS/DDoS & Logging enabled as on bid publishing date shall be submitted.	Every OEM has different ways to define the performance parameters, This clause is specific to single OEM hence request to change clause as "The proposed firewall should provide minimum 15 Gbps of Firewall throughput with Real world traffic. A publicly available document mentioning throughput with transaction size, traffic mix & feature enabled including App-ID, User-ID, Content-ID & Logging enabled as on bid publishing date shall be submitted."	Read As : The proposed firewall should provide minimum 14 Gbps of Firewall throughput This should be publicly available document.
204	Clause: 5.3.2 Firewalls Appliance Sr. no 28 b. Page no: 70	The proposed firewall should provide minimum 3 Gbps of threat prevention throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic even after enabling NGFW + IPS + Antivirus + Anti Spyware + Anti Bot + DoS/DDoS + All signature enabled + Logging enabled + Bidirectional inspection + File Blocking. A publicly available document mentioning throughput with transaction size, traffic mix, as on bid publishing date, shall be submitted	Every OEM has different ways to define the performance parameters, This clause is specific to single OEM hence request to change clause as "The proposed firewall should provide minimum 3 Gbps of threat prevention throughput with Real world traffic after enabling NGFW + IPS + Antivirus + Anti Spyware + Anti Bot + DoS/DDoS + All signature enabled + Logging enabled + Bidirectional inspection + File Blocking. A publicly available document mentioning throughput with transaction size, traffic mix, as on bid publishing date, shall be submitted"	Read As: The proposed firewall should provide minimum 3 Gbps of Threat Prevention throughput. This should be publicly available document.
205	Clause: 5.3.2 Firewalls Appliance Sr. no 28 b. Page no: 71	The Firewall should support a minimum of 8 x GE RJ45, 8xSFP & 4x10G SFP+ & 1 Console interface. It must offer dedicated Management & separate HA GE RJ45 interfaces from day 1.	Number of Interfaces are providing undue advantage to single OEM. Hence request to change clause for maximum participation "The Firewall should support a minimum of 8 x GE RJ45 & 4x10G SFP+ & 1 Console interface. It must offer dedicated Management & separate HA GE RJ45 interfaces from day 1."	Read as: The Firewall should support a minimum of 8 x GE RJ45, 4xSFP & 4x10G SFP+ & 1 Console interface. It must offer dedicated Management & separate HA GE RJ45 interfaces from day 1
206	Page 75 of 150 - RFP Copy 5.3.5. Load Balancer	The device should have min. 1TB disk space for log storage.	Should require maximum storage to store historical logs, SLB will process complete application traffic. As per Certin guideline each network and Security device should have at least 180 days historical logs for forensic purpose if any incident happens. Hence, we request you to change this point "The device should have min. 4TB disk space for log storage."	Read as: The device should have min.400 GB disk space for log storage.
207	Page 75 of 150 - RFP Copy 5.3.5. Load Balancer	Should be high performance purpose built next generation multi-tenant hardware with multicore CPU support. Platform should support multiple network functions including application load balancing, Next Generation SSL VPN, Global server load balancing functions.	Multitenant/virtualisation functionality require to assign dedicated HW resources to each tenant, so that each instance will work like independent hardware without any performance degradation hence we request you to change this point to "Should be high performance purpose built next generation multi-tenant hardware with multicore CPU support. Platform should support multiple network functions including application load balancing, Next Generation SSL VPN, Global server load balancing functions with dedicated hardware resources like CPU, Memory, interfaces, SSL card etc."	Read As : Should be high performance purpose built next generation multi-tenant (min. 5 virtual instances from Day 1) hardware. Platform should support multiple network functions including application load balancing, Global server load balancing functions.
208	Page 42 of 150 - RFP Copy 5.2.2. NMS/EMS with APM -> S/N - 1	Enterprise management system shall be deployed in HA between DC and DR site. The bidder shall ensure, if incase the system or its components at DC is not reachable or down or failed, the monitoring of entire set-up shall be done from DR.	Please clarify are you expecting HA in DC environment as well, as expectation is not clear or only DC and DR will serve the purpose	Clarified in Pre-Bid
209	Page 43 of 150 - RFP Copy 5.2.2. NMS/EMS with APM -> Parameter -> S/N - 9	The solution must support custom query based widget with multiple visualization methods including Chart, Gauge, Grid, Top N list etc. to visualize and represent collected data with ease.	Please clarify what type of data you want to query	Report should be available as per Requirement (Customized)

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
210	Page 44 of 150 - RFP Copy 5.2.2. NMS/EMS with APM -> Parameter -> S/N - 24	The system must have provision to overlay alert on reported metric to understand alert triggering behaviour across multiple drill down pages	Are you looking for history of alerts or analysis of same type of alerts please elaborate this point	Clarified in Pre-Bid
211	In 10. INDICATIVE BOQ & PRICE BID	Point number 35 : You have asked for nShield Connect Additional Client Lic Nos 84	Can you please specify details against each module .	Application requirement to have 84 additional Client License.
212	6.3. Original Equipment Manufacturer (OEM) page no 91	7. NMS (EMS): The proposed vendor must be in the Network Automation and Orchestration Tools in latest Gartner reports.	This clause is restricting OEMs like us to participate in this bid therefore, we are requesting authority to provide relaxation and amend the clause as per below: 7. NMS (EMS): The proposed vendor must be in the Network Automation and Orchestration Tools in the Gartner reports.	Refer Corrigendum
213	5.3.10. NAS Storage	Processor Minimum 2 x 12-core Intel 3rd gen Silver Processor with at least 2.1GHz base frequency	Kindly Remove this as it is Server Specs not the NAS Storage Specs	Refer corrigendum 5.3.10 NAS Storage
214	Page-82	Memory 24 DDR4 DIMMS or higher, Server Node support 128GB or more 64GB usable DDR4 Memory for Production Servers at Primary & DR Sites respectively	256GB DRAM Cache across dual redundant controller	Refer corrigendum 5.3.10 NAS Storage
215	Page-82	HDD Bays 2 x 400GB or Higher Boot Drives for Production Servers at Primary & DR Sites respectively	Kindly Remove this as it is Server Specs not the NAS Storage Specs	Refer corrigendum 5.3.10 NAS Storage
216	Page-82	Local Storage Minimum 100TB Usable of 7.2K RPM NL-SAS Drives with RAID 6 and 2 Hot Spare.	Kindly Remove this as it is Server Specs not the NAS Storage Specs	Refer corrigendum 5.3.10 NAS Storage
217	Page-82	Controller Hardware Internal RAID Controller with 2GB Cache or more, it should Support for RAID 0,1,5,6 or more	Dual Redundant Controller, it should Support for RAID 5,6,10 or more	Refer corrigendum 5.3.10 NAS Storage
218	Page-82	Security Trusted Platform Module 2.0 or higher	Kindly Remove this as it is Server Specs not the NAS Storage Specs	Refer corrigendum 5.3.10 NAS Storage
219	Page-82	Networking Features 2 x 10G SFP+ (2 x Dual Port PCIe advisable for Fault Tolerance) 2 x 1G BaseT Copper Ports, Fully populated SFP Modules and required patch cordes to connect with TOR switch Remote Management with dedicated network port.	4x10Gbps SFP+ per controller	Refer corrigendum 5.3.10 NAS Storage
220	Page-82	HBA 2 x 12G FC (2 x Dual Port 12GB PCI-e Card advisable for Fault Tolerance) with Short Range Modules and Fiber Cables to connect with storage.	Kindly Remove this as it is Server Specs not the NAS Storage Specs	Refer corrigendum 5.3.10 NAS Storage
221	Page-83	Operating System Windows Storage Server Operating System 2019 or higher	Kindly Remove this as it is Server Specs not the NAS Storage Specs	Refer corrigendum 5.3.10 NAS Storage
222	Page-83	Mounting Kit Ball Bearing Sliding Rail Kit with Cable Manager Arm	Kindly Remove this as it is Server Specs not the NAS Storage Specs	Refer corrigendum 5.3.10 NAS Storage
223	Page-83	Bazel Server Lock Front Bazel.	Kindly remove the Clause	Refer corrigendum 5.3.10 NAS Storage
224	Page-83	Embedded Server Management and Server Management Software 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	Kindly Remove this as it is Server Specs not the NAS Storage Specs	Refer corrigendum 5.3.10 NAS Storage
225	Page-80	Cache 1. Offered storage array shall be supplied with at-least 100GB DRAM Cache per Controller for Read and Write operations at DC & DR sites respectively. 2. Write operations shall be completely protected and there shall be no data loss in case of power failure. This mechanism must not rely on batteries.	Kindly amend the clause as below- 1. Offered storage array shall be supplied with at-least 384GB DRAM Cache per Controller. And the Storage array should have dual active active controller. 2. Write operations shall be completely protected and there shall be no data loss in case of power failure. This mechanism must not rely on batteries.	Read As : (1) Offered storage array shall be supplied with at-least 90GB DRAM Cache per Controller for Read and Write operations at DC & DR sites respectively. (2) No Change

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
226	Page-80	RAID Support 0,1,5,6,10	Kindly amend the clause as below- RAID Support 5,6,10	RAID Support 5,6,10 or Better
227	Page-81	Bazel Storage Lock Front Bazel.	Kindly remove the clause	Read As : Front Bazel
228	5.3.5. Load Balancer, Page 75	Should be high performance purpose built next generation multi-tenant hardware with multicore CPU support. Platform should support multiple network functions including application load balancing, Next Generation SSL VPN, Global server load balancing functions.	Multitenant/virtualisation functionality require to assign dedicated HW resources to each tenenant, so that each instance will work like independent hardware without any performance degradation hence we request you to change this point to "Should be high performance purpose built next generation multi-tenant hardware with multicore CPU support. Platform should support multiple network functions including application load balancing, Next Generation SSL VPN, Global server load balancing functions with dedicated hardware resources like CPU, Memory, interfaces, SSL card etc."	Read As : Should be high performance purpose built next generation multi-tenant (min. 5 virtual instances from Day 1) hardware. Platform should support multiple network functions including application load balancing, Global server load balancing functions.
229	page 84--5.3.12.	Nshield is vendor specific brand and doesn't allow the participation from other HSM OEMs to participate through respective bidders, hence request to remove the Brand / Make name for larger participation and make is generic for multiple OEMs to participate.	Request you to change it for multiple OEM participation : 5.3.12. Hardware Security Module	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
230	page 84, point 4--	Please only use FIPS approved algorithms and some of the mentioned algorithms are supported by single vendor only. Please check this FIPS reference : https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402annexa.pdf Support for Asymmetric algorithms: RSA, Diffie-Hellman, ECDSA, ECDH, Edwards (Ed25519, Ed25519ph)	Request you to change it for multiple OEM participation : Support for Asymmetric algorithms: RSA, Diffie-Hellman, DSA, ECDSA, ECDH, Edwards (Ed25519)	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
231	page 84, point 5--	Please only use FIPS approved algorithms and some of the mentioned algorithms are supported by single vendor only. Please check this FIPS reference : https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402annexa.pdf Support for Symmetric algorithms: AES, Arcfour, ARIA, Camellia, CAST, Triple DES, SEED, Tiger HMAC	Request you to change it for multiple OEM participation : Support for Symmetric algorithms: AES, , Triple DES, , HMAC	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
232	page 84, point 7--	Some of these are outdated servers and respective OEM has declared even End Of Support, HSM client runs on server. Request you to make it generic Supported OS - Microsoft Windows 7, 10, 2012, 2016, 2019, RHEL 6, 7; SUSE Enterprise Linux, Oracle Enterprise Linux	Request you to change it for multiple OEM participation : Supported OS - Windows ,RHEL, Linux	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
233	page 84, point 11--	Some of the certifications are met by single vendor. Please make it generic Safety and Environmental standards - UL, CE, FCC, RCM, Canada ICES RoHS2, WEEE	Request you to change it for multiple OEM participation : Safety and Environmental standards - UL, CE, FCC, ,RoHS2, WEEE RCM (Regulatory Compliance Mark) :- specific to Australia Canada ICES :- specific to Canada	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
234	page 85--5.3.13.	Nshield is vendor specific please remove it and make is generic for multiple OEMs participation	Request you to change it for multiple OEM participation : 5.3.12. Hardware Security Module	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
235	page 85,point 4--	Please only use FIPS approved algorithms and some of the mentioned algorithms are supported by single vendor only. Please check this FIPS reference : https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402annexa.pdf Support for Asymmetric algorithms: RSA, Diffie-Hellman, ECMQV, DSA, ECDSA, ECDH, Edwards (Ed25519,Ed25519ph)	Request you to change it for multiple OEM participation : Support for Asymmetric algorithms: RSA, Diffie-Hellman, DSA, ECDSA, ECDH, Edwards (Ed25519)	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
236	page 85,point 5--	Please only use FIPS approved algorithms and some of the mentioned algorithms are supported by single vendor only. Please check this FIPS reference : https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402annexa.pdf Support for Symmetric algorithms: AES, Arcfour, ARIA, Camellia, CAST, Triple DES, SEED, Tiger HMAC	Request you to change it for multiple OEM participation : Support for Symmetric algorithms: AES, , Triple DES, , HMAC	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
237	page 85,point 8--	Some of these are outdated servers and not widely used. Request you to make it generic and include current standard OS Supported OS - Windows, RHEL, SUSE, Oracle Ent. Linux, Solaris (SPARC), IBM AIX, HP-UX, etc.	Request you to change it for multiple OEM participation : Supported OS - Windows ,RHEL, Linux	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
238	page 85,point 12-	IPv4 and IPV6 is used in India. USG6 is not yet available. It is vendor specific	Request you to change it for multiple OEM participation : IPv6 and IPv4 Ready	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
239	page 85,point 14--	This is OEM specific process, and each OEM has its own way of providing serviceable parts. Request you to remove it or make it generic	Request you to change it for multiple OEM participation : Must include field serviceable components like power supply etc.	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
240	Clause: 5.3.1 SDWAN Appliance Sr. no 14 Page no: 64	Should support new session per second atleast 200000 or above	New Session per Second is lower side side as per performance requirement like Throughput etc. Hence request to change clause as "Should support new session per second atleast 400000 or above"	Refer corrigendum 5.3.1 Gateway Device
241	Clause: 5.3.2 Firewalls Appliance Sr. no 28 a. Page no: 70	The proposed firewall should provide minimum 15 Gbps of Firewall throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic. A publicly available document mentioning throughput with transaction size, traffic mix & feature enabled including App-ID, User-ID, Content-ID, DoS/DDoS & Logging enabled as on bid publishing date shall be submitted.	Every OEM has different ways to define the performance parameters, This clause is specific to single OEM hence request to change clause as "The proposed firewall should provide minimum 15 Gbps of Firewall throughput with Real world traffic. A publicly available document mentioning throughput with transaction size, traffic mix & feature enabled including App-ID, User-ID, Content-ID & Logging enabled as on bid publishing date shall be submitted."	Refer corrigendum The proposed firewall should provide minimum 14 Gbps of Firewall throughput This should be publicly available document.
242	Clause: 5.3.2 Firewalls Appliance Sr. no 28 b. Page no: 70	The proposed firewall should provide minimum 3 Gbps of threat prevention throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic even after enabling NGFW + IPS + Antivirus + Anti Spyware + Anti Bot + DoS/DDoS + All signature enabled + Logging enabled + Bidirectional inspection + File Blocking. A publicly available document mentioning throughput with transaction size, traffic mix, as on bid publishing date, shall be submitted	Every OEM has different ways to define the performance parameters, This clause is specific to single OEM hence request to change clause as "The proposed firewall should provide minimum 3 Gbps of threat prevention throughput with Real world traffic after enabling NGFW + IPS + Antivirus + Anti Spyware + Anti Bot + DoS/DDoS + All signature enabled + Logging enabled + Bidirectional inspection + File Blocking. A publicly available document mentioning throughput with transaction size, traffic mix, as on bid publishing date, shall be submitted"	Refer corrigendum The proposed firewall should provide minimum 3 Gbps of Threat Prevention throughput. This should be publicly available document.

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
243	Clause: 5.3.2 Firewalls Appliance Sr. no 28 b. Page no: 71	The Firewall should support a minimum of 8 x GE RJ45, 8xSFP & 4x10G SFP+ & 1 Console interface. It must offer dedicated Management & separate HA GE RJ45 interfaces from day 1.	Number of Interfaces are providing undue advantage to single OEM. Hence request to change clause for maximum participation "The Firewall should support a minimum of 8 x GE RJ45 & 4x10G SFP+ & 1 Console interface. It must offer dedicated Management & separate HA GE RJ45 interfaces from day 1."	Read as: The Firewall should support a minimum of 8 x GE RJ45, 4xSFP & 4x10G SFP+ & 1 Console interface. It must offer dedicated Management & separate HA GE RJ45 interfaces from day 1
244	Schedule IV – ARC (Annual Recurring Charges)--Page131	Column Quantity	In Qty column, MBPS has been inserted. Request for qty in MPLS column.	Refer corrigendum
245	11.1 Annexure - 1--Page133	Indicative Network Diagram	Kindly provide the network diagram - DR (LAN, Racks, passive infra) - DC - Remote sites - Connectivity details	Tenderer will provide required RACK space , Power and Cooling. Bidder to design LAN and Connectivity as per requirement
246	11.2 Annexure - 2--Page133	Annexure - 2: Location Wise Link Details	How many Spoke - Remote locations with address	Spoke Site -2 and Address Detail will be shared with Successful Bidder
247	4.3.1 - Infrastructure Architecture--Page25	Remote Location -	What is the exact SOW in remote locations	Application Client to be installed at Remote Location.
248	8.4 - Application Resource Requirement --Page100	Application Resource Requirement	Kindly clarify RAM in GB , Disk space in TB and - clafity Site 1, Zone 1	Please refer 8.4. Application Resource Requirement
249	8.4 - Application Resource Requirement --Page100	OS	Kindly provide the details of OS, DB make and version requirements	Please refer 10. INDICATIVE BOQ & PRICE BID for OS and DB
250	Schedule II Page: 126	Gemalto - 5110+ Token + SAC	we request you to kindly remove the OEM names so that multiple new OEM's can participate	Bidder can Quote equivalent Crypto Token
251	NOTE: 1 Page: 130	Quantity mentioned above is Indicative only for bid evaluation purpose. Order will be placed as per the actual requirement.	We request you to kindly mention the quantity variation clause post award of contract(Eg: incase if there is a variation during execution phase)	As per RFP
252	5.2.3. Virtualization solution - (Virtualization / Hypervisor, point number 3 / page no: 46)	Virtualization software should have the ability to live migrate Virtual machines files from one storage array to another without any Virtual Machine downtime. It should support this migration from one storage protocol to another. (ex. FC, iSCSI, NFS, DAS-all of these)	DAS mentioned under example is not a protocol. It is a type of deployment architecture. Request to remove the word DAS. Modification request: Virtualization software should have the ability to live migrate Virtual machines files from one storage array to another without any Virtual Machine downtime. It should support this migration from one storage protocol to another.(ex. FC, iSCSI, NFS)	Read As : Virtualization software should have the ability to live migrate Virtual machines files from one storage array to another without any Virtual machine downtime. It should support this migration from one storage protocol to another (ex. FC, iSCSI, NFS)
253	5.2.3. Virtualization solution - (Virtualization / Hypervisor, point number 16 / page no: 48)	Software License and Support for the product shall be delivered without dependence on any specific hardware OEM and license/support shall be from Original software OEM.	There is no hardware specification asked as part of the virtualization solutioning. Hyper Converged Infrastructure environment is also not available as part of the BOQ requirement. If Hyper Converged Infrastructure environment is being asked then the support of hardware OEM will come under the scope. Modification request: Software License and Support for the product should be from the Original software OEM.	As per RFP
254	5.2.3. Virtualization solution - (Virtualization / Hypervisor, point number 22 / page no: 48)	Hypervisor shall have capability to be deployed in both the type of environments 1). Traditional virtualization environment with Server and External SAN and 2). Hyper Converged Infrastructure (HCI) environment	Hypervisor software shall have the capability to extend and support of re-using their licenses on traditional three tier as well as modern data centre architecture.	As per RFP
255	5.2.3. Virtualization solution - (General point number 44 / page no: 50)	The proposed solution licenses and support/ subscription has to be independent of hardware OEM and support access shall be provided from the original software OEM irrespective of the severity of the problem	As part of the virtualization solution we are able to find only the software licenses. Hardware OEM is not as part of the Virtualization solution and is not being asked as well. Modification request: The proposed solution licenses and support/subscription has to be provided from the original software manufacturer irrespective of the severity of the problem	Hardware Independent License requirement
256	5.2.9. Backup Solution- Point number 2 / page no: 61	The proposed solution must have no restrictions on type of arrays (protecting heterogeneous storage technologies), front end production capacity or backup to disk target capacity restrictions.	Kindly confirm apart from the servers, is there any other external arrays data to be protected. If external arrays to be protected, please provide make and model of the storage system.	No Previous Data
257	5.2.9. Backup Solution- Point number 3 / page no: 61	The solution should support agentless backups of applications residing in VMs like Database, Exchange, custom applications, etc. with non-staged granular recovery of all these applications.	The solution should support agentless backups of applications residing in VMs like Database, Exchange, etc. with non-staged granular recovery of all these applications. Request to remove the word Custom applications.	As per RFP

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
258	5.3.6. Server Type 1 - Point number 2 / page no: 77	24 DDR4 DIMMS or higher, Server Node support upto 2 TB; 384GB usable DDR4 Memory for Production Servers at Primary & DR Sites respectively Note: Consider 32GB DIMMS with highest supported frequency speed.	24 DIMM slots with 32GB memory amounts to 768GB. Request to confirm whether 24 DIMM slots are required per server or this can be reduced to 12 DIMM slots with 32GB.	As per RFP
259	5.3.6. Server Type 1 - Point number 3 / page no: 77	2 x 400GB or higher Boot Drives for Production Servers at Primary & DR Sites respectively OS Boot Storage with RAID 1, Hot Plug SAS SSD and NVMe drives	Modification request 2 x 400GB or higher Boot Drives for Production Servers at Primary & DR Sites respectively OS Boot Storage with RAID 1, Hot Plug SAS SSD / NVMe drives	Read As : 2 x 400GB or higher Boot Drives for Production Servers at Primary & DR Sites respectively OS Boot Storage with RAID 1, Hot Plug SAS SSD/NVMe drives
260	5.3.6. Server Type 1 - Point number 13 / page no: 78	Hardware Independent License Paper Based License: (1) VMware vSphere vCloud Standard edition (2) Microsoft Windows 2022 Datacenter Edition license	As this comes under software license where separately the virtualization software licenses are being asked. Request to remove the licenses from this section and include the same at corresponding BOQ section of Type 1 server license with request virtualization software features and functionalities.	Sect 5.3.6 & 5.3.7 Point : 13 (Hardware Independent License) asked BOQ so removed from this Section
261	5.3.7. Server Type 2 - Point number 2/ page no: 78	24 DDR4 DIMMS or higher, Server Node support upto 2 TB; 256GB usable DDR4 Memory for Client & test locations respectively. Note: Consider 32GB DIMMS with highest supported frequency speed.	24 DIMM slots with 32GB memory amounts to 768GB. Request to confirm whether 24 DIMM slots are required per server or this can be reduced to 12 DIMM slots with 32GB.	As per RFP
262	5.3.7. Server Type 2 - Point number 2/ page no: 79	5 x 1.92TB SAS SSD (RAID 5) SSD Drive Capacity at Client & Test Locations respectively OS Boot Storage with RAID 1, Hot Plug SAS SSD and NVMe drives	Modification request 5 x 1.92TB SAS SSD (RAID 5) SSD Drive Capacity at Client & Test Locations respectively OS Boot Storage with RAID 1, Hot Plug SAS SSD / NVMe drives	Read As : 5 x 1.92TB SAS SSD (RAID 5) SSD Drive Capacity at Client & Test Locations respectively OS Boot Storage with RAID 1, Hot Plug SAS SSD/NVMe drives
263	5.3.6. Server Type 2 - Point number 13 / page no: 79	Hardware Independent License Paper Based License: (1) VMware vSphere Standard edition (2) Microsoft Windows 2022 Datacenter Edition license	As this comes under software license where separately the virtualization software licenses are being asked. Request to remove the licenses from this section and include the same at corresponding BOQ section of Type 2 server license with desired virtualization software features and functionalities.	Sect 5.3.6 & 5.3.7 Point : 13 (Hardware Independent License) asked BOQ so removed from this Section
264	5.3.9. SAN Storage - Point number 2 / page no: 80	Capacity & Scalability 1. The Storage Array shall be offered with 12 TB Usable Capacity to store Prodction data (without deduplication & compression) using 1.92 TB x 16 drives at DC & DR sites respectively.	12TB usable capacity is being mentioned where the request RAID type not being specified. Kindly confirm the RAID level on the usable capacity required.Else go with raw capacity or 1.92TB x 16 drives.	Read As: 1. The Storage Array shall be offered with 12 TB Usable Capacity to store Prodction data (without deduplication & compression) using 1.92 TB x 12/16 drives at DC & DR sites respectively.
265	5.3.9. SAN Storage - No Single point of Failure & Performance Point number 4 / page no: 80	Offered Storage Support IOPS calculations to be produced by OEM and submit with offer considering 70:30 R/W ratio, 1ms avg latency	Request to specify the block size against which the IOPS parameter need to be achieved. Please also specify is there any specific IOPS value to be achieved on day 1 at the time of deployment.	Will be Shared with Sucessful Bidder
266	5.3.10. NAS Storage- Processor, Point number 2 / page no: 83	Minimum 2 x 12-core Intel 3rd gen Silver Processor with atleast 2.1GHz base frequency	Minimum 2 x 12-core Intel 2nd or 3rd gen Silver Processor with atleast 2.1GHz base frequency	Refer corrigendum 5.3.10 NAS Storage
267	5.3.10. NAS Storage- HBA, Point number 13 / page no: 83	2 x 12G FC (2 x Dual Port 12GB PCI-e Card advisable for Fault Tolerance) with Short Range Modules and Fiber Cables to connect with storage.	There is no speed standard available with 12Gbps FC. Kindly elaborate on this functionality.	Refer corrigendum 5.3.10 NAS Storage
268	5.1.1 Pg-40	Hub and Spoke connectivity required between SPOC locations and DC & DR locations	Please share the details and number for Remote locations for Hub and spoke topology? Please also share the details for SDWAN/MPLS remotes sites	Will be Shared with Sucessful Bidder
269	5.1.1 Pg-40	Hub and Spoke connectivity required between SPOC locations and DC & DR locations	Please share the scope of work for remote sites.	Connectivity to be provided at Remote Location as per RFP
270	5.2.6 Pg-58	The solution should be able to integrate with the existing components and the new proposed components in the infrastructure	Please share existing infrastructure components details which need to be integrated or monitored as part of the scope of this RFP ?	Will be Shared with Sucessful Bidder
271	10. Pg-124	INDICATIVE BOQ(ISP Switch)	ISP sw is given in tentative diagram but not listed in BOQ, neither technical specification is given , Kindly share the ISP switch details?	It is considered in Access Switch in Indicative BOQ
272	4.3.2 Point 7 pg-27	The bidder is required to provide Primary and Secondary network connectivity from 2 different service providers. The bidder shall ensure to provide dual connectivity at all the locations preferably both on Fibre or one fibre and one RF/Wireless from each service provider	As per our understanding , 1 internet link, 1 Mpls , 1 P2P need to considered at DC and same at DR location , Please confirm it will suffice the clause requirement?	Refer Connectivity Diagram

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
273	4.3.1 Point - 30 Pg-25	30.) For Branch locations with a preferred primary path, the network should have ability to monitor multiple links and when traffic volume exceeds the bandwidth of the primary connection, the excess is offloaded to the next alternate path	As per our understanding Spoke(2Site) - are having only 2 Mbps MPLS link. Please confirm the number of WAN links required at remote locations for traffic offloading.	Refer Connectivity Diagram
274	5. SPECIFICATIONS	5.2.2. NMS/EMS with APM	As APM is a separate tool and not all OEMs offer it bundled with NMS, for requirement of standard application monitoring, request to amend the line item as "NMS/EMS with APM" under 5.2.2 and 10 Price Bid	As per RFP
275	5.2.2. NMS/EMS with APM	All the required modules should be from same OEM and should be tightly integrated for single pane of glass view of enterprise monitoring	Please consider "All the required modules should be from same OEM and should be tightly integrated for single pane of glass view of enterprise monitoring or OEM must issue a single MAF for all the proposed NMS/EMS modules if any third party tools are part of the solution" to enable wider OEM participation.	As per RFP
276	5.2.2. NMS/EMS with APM Pg-43	The proposed solution should have multiple alerting feature to get the notification via email, SMS and third party systems	Please confirm that Bidder shall integrate proposed NMS/EMS with SMS Gateway and Email Gateway provided by Authority.	Will be Shared with Successful Bidder
277	6.3. Original Equipment Manufacturer (OEM) Pg-91	7. NMS (EMS) - The proposed vendor must be in the Network Automation and Orchestration Tools in latest Gartner reports.	Please consider amending to "EMS/NMS OEM must be an industry standard, enterprise grade solution and shall be in the present in Leaders Quadrant of Forrester / Gartner / IDC report" to enable wider OEM participation.	Refer corrigendum
278	5.3.1. SDWAN Appliance Pg-64	6. The SDWAN should support with Internal Dual Power and a minimum of 4 x GE RJ45, 8xSFP & 4x10G SFP+ & 1 Console interface. It must offer dedicated Management & separate HA GE RJ45 interfaces from day 1.	Please confirm the requirement is for SD-WAN appliance to be fully loaded with SFP modules for 8x1G SFP ports & 4x10G SFP+ ports.	Refer corrigendum 5.3.1 Gateway Device
279	3. INTRODUCTION 3.2. About the Project; pg no. 15	At a high level, the project will involve installation and commissioning of requisite solution along with IT infrastructure & equipment's and Network Connectivity at DC, DR and other remote locations.	Request you to provide the high level information about the remote locations. Eg. Locations, infrastructure wise quantity required.	Will be shared with Successful Bidder
280	4.3.3. Disaster Recovery; pg no. 28	The envisaged DR solution should meet Recover Time Objective (RTO) to maintain the SLA of 99.95% and Recovery Point Objective (RPO) of Zero.	Request you to modify the Recovery Time Objective(RTO) to 4 hrs and Recovery Point Objective (RPO) to 2 hrs.	As per RFP
281	4.4. Operations & Management 4.4.1. General Obligations - 12; pg no. 31	The TENDERER shall also conduct, either directly or through third party, regular Audits/VAPT assessment to ensure that the entire system is safe and secure as per the ISO standards. The bidder shall provide all the necessary support for the same.	Request you to provide the time period to be expected for VAPT.	Will be shared with Successful Bidder
282	5.3.12. Hardware Security Module (nShield Edge); pg no. 84	Hardware Security Module (nShield Edge)	Nshield is vendor specific brand and doesn't allow the participation from other HSM OEMs to participate through respective bidders, hence request to remove the Brand / Make name for larger participation and make is generic for multiple OEMs to participate. Request you to change it for multiple OEM participation : 5.3.12. Hardware Security Module	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
283	5.3.12. Hardware Security Module (nShield Edge); page 84, point 4	Support for Asymmetric algorithms: RSA, Diffie-Hellman, ECMQV, DSA, ECDSA, ECDH, Edwards (Ed25519,Ed25519ph);	Please only use FIPS approved algorithms and some of the mentioned algorithms are supported by single vendor only. Please check this FIPS reference : https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402annexa.pdf Support for Asymmetric algorithms: RSA, Diffie-Hellman, ECMQV, DSA, ECDSA, ECDH, Edwards (Ed25519,Ed25519ph) Request you to change it for multiple OEM participation : Support for Asymmetric algorithms: RSA, Diffie-Hellman, DSA, ECDSA, ECDH, Edwards (Ed25519)	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
284	5.3.12. Hardware Security Module (nShield Edge); page 84, point 5	Support for Symmetric algorithms: AES, Arcfour, ARIA, Camellia, CAST, Triple DES, SEED, Tiger HMAC;	Please only use FIPS approved algorithms and some of the mentioned algorithms are supported by single vendor only. Please check this FIPS reference : https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402annexa.pdf Support for Symmetric algorithms: AES, Arcfour, ARIA, Camellia, CAST, Triple DES, SEED, Tiger HMAC Request you to change it for multiple OEM participation : Support for Symmetric algorithms: AES, , Triple DES, HMAC	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
285	5.3.12. Hardware Security Module (nShield Edge); page 84,point 6	Support for Hash/message digest: MD5, SHA-1, SHA-2 (224, 256, 384, 512 bit), HAS-160, RIPEMD160;	Please only use FIPS approved algorithms and some of the mentioned algorithms are supported by single vendor only. Please check this FIPS reference : https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402annexa.pdf Support for Hash/message digest: MD5, SHA-1, SHA-2 (224, 256, 384, 512 bit), HAS-160, RIPEMD160 Request you to change it for multiple OEM participation : Support for Hash/message digest: MD5, SHA-1, SHA-2 (224,256, 384, 512 bit)	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
286	5.3.12. Hardware Security Module (nShield Edge); page 84,point 7	Supported OS - Microsoft Windows 7, 10, 2012, 2016, 2019, RHEL 6, 7; SUSE Enterprise Linux, Oracle Enterprise Linux;	Some of these are outdated servers and respective OEM has declared even End Of Support, HSM client runs on server. Request you to make it generic Supported OS - Microsoft Windows 7, 10, 2012, 2016, 2019, RHEL 6, 7; SUSE Enterprise Linux, Oracle Enterprise Linux Request you to change it for multiple OEM participation : Supported OS - Windows ,RHEL, Linux	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
287	5.3.12. Hardware Security Module (nShield Edge); page 84,point 8	Supported APIs - PKCS#11, OpenSSL, Java (JCE), Microsoft CAPI and CNG, Web Services Crypto API;	Request you to change it for multiple OEM participation : Supported APIs - PKCS#11, OpenSSL, Java (JCE), Microsoft CAPI and CNG, Web Services Crypto API	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
288	5.3.12. Hardware Security Module (nShield Edge); page 84,point 11	Safety and Environmental standards - UL, CE, FCC, RCM, Canada ICES RoHS2, WEEE;	Some of the certifacons are met by single vendor. Please make it generic Safety and Environmental standards - UL, CE, FCC, RCM, Canada ICES RoHS2, WEEE Request you to change it for multiple OEM participation : Safety and Environmental standards - UL, CE, FCC, ,RoHS2, WEEE RCM (Regulatory Compliance Mark) :- specific to Australia Canada ICES :- specific to Canada	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
289	5.3.13. Hardware Security Module (nShield Base & nShield Mid); page 85	Hardware Security Module (nShield Base & nShield Mid)	Nshield is vendor specfic please remove it and make is generic for multiple OEMs participation Request you to change it for multiple OEM participation : 5.3.13. Hardware Security Module	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
290	5.3.13. Hardware Security Module (nShield Base & nShield Mid); page 85,point 5	Support for Asymmetric algorithms: RSA, Diffie-Hellman, ECMQV, DSA, ECDSA, ECDH, Edwards (Ed25519,Ed25519ph)	Please only use FIPS approved algorithms and some of the mentioned algorithms are supported by single vendor only. Please check this FIPS reference : https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402annexa.pdf Support for Asymmetric algorithms: RSA, Diffie-Hellman, ECMQV, DSA, ECDSA, ECDH, Edwards (Ed25519,Ed25519ph) Request you to change it for multiple OEM participation : Support for Asymmetric algorithms: RSA, Diffie-Hellman,DSA, ECDSA, ECDH, Edwards (Ed25519)	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
291	5.3.13. Hardware Security Module (nShield Base & nShield Mid); page 85,point 5	Support for Symmetric algorithms: AES, Arcfour, ARIA, Camellia, CAST, Triple DES, SEED, Tiger HMAC;	Please only use FIPS approved algorithms and some of the mentioned algorithms are supported by single vendor only. Please check this FIPS reference : https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402annexa.pdf Support for Symmetric algorithms: AES, Arcfour, ARIA, Camellia, CAST, Triple DES, SEED, Tiger HMAC Request you to change it for multiple OEM participation : Support for Symmetric algorithms: AES, , Triple DES, HMAC	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
292	5.3.13. Hardware Security Module (nShield Base & nShield Mid); page 85,point 6	Support for Hash/message digest: MD5, SHA-1, SHA-2 (224, 256, 384, 512 bit), HAS-160, RIPEMD160;	Please only use FIPS approved algorithms and some of the mentioned algorithms are supported by single vendor only. Please check this FIPS reference : https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402annexa.pdf Support for Hash/message digest: MD5, SHA-1, SHA-2 (224, 256, 384, 512 bit), HAS-160, RIPEMD160 Request you to change it for multiple OEM participation : Support for Hash/message digest: MD5, SHA-1, SHA-2 (224,256, 384, 512 bit)	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
293	5.3.13. Hardware Security Module (nShield Base & nShield Mid); page 85,point 8	Supported OS - Windows, RHEL, SUSE, Oracle Ent. Linux, Solaris (SPARC), IBM AIX, HP-UX, etc.;	Some of these are outdated servers and not widely used. Request you to make it generic and include current standard OS Supported OS - Windows, RHEL, SUSE, Oracle Ent. Linux, Solaris (SPARC), IBM AIX, HP-UX, etc. Request you to change it for multiple OEM participation : Supported OS - Windows ,RHEL, Linux	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
294	5.3.13. Hardware Security Module (nShield Base & nShield Mid); page 85,point 11	Security Compliance - FIPS 140-2 Level 3 and Common Criteria EAL4+ (EN 419 221-5) certified appliances, BIS (India) for proposed model, BSI AIS 20/31 compliant; page 85,point 11	FIPS 140-2 is standard recommended by GOI and regulatory bodies like UIDAI . Security Compliance - FIPS 140-2 Level 3 and Common Criteria EAL4+ (EN 419 221-5) certified appliances, BIS (India) for proposed model, BSI AIS 20/31 compliant Request you to change it for multiple OEM participation : Security Compliance - FIPS 140-2 Level 3 , BIS (India) for proposed model, AIS 20/31 compliant	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
295	5.3.13. Hardware Security Module (nShield Base & nShield Mid); page 85,point 12	IPv6 certified and USGv6 Ready;	IPv4 and IPV6 is used in India. USG6 is not yet available. It is vendor specific. Request you to change it for multiple OEM participation : IPv6 and IPv4 Ready	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
296	5.3.13. Hardware Security Module (nShield Base & nShield Mid); page 85,point 14	Must include field serviceable components like Fan, power supply etc.	This is OEM specific process, and each OEM has its own way of providing serviceable parts. Request you to change it for multiple OEM participation : Must include field serviceable components like power supply etc.	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
297	3.2. About the Project pg no. 15	PKI solutions, together with an ePassport vendor's front-end passport issuance software and back-end border control readers and software, provide the front-to-back ePassport "trust framework".	Request you to provide detailed information about the front-end passport application and application ecosystem.	Front-End Passport Application is not part of this RFP.
298	Sec 5.3.12, Page 85	Section Name - Hardware Security Module (nShield Edge)	Request to remove the name of the HSM device/brand from the section name & complete RFP Justification The device name mentioned comes from a particular OEM and it is stopping other OEMs to participate in the tender	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
299	Clause 4, Sec 5.3.12, Page 85	Support for Asymmetric algorithms: RSA, Diffie-Hellman, ECMQV, DSA, ECDSA, ECDH, Edwards (Ed25519,Ed25519ph)	Request to change the clause as :- Support for Asymmetric algorithms: RSA, Diffie-Hellman, DSA, ECDSA, ECDH, Edwards (Ed25519,Ed25519ph) Justification ECMQV has been dropped from the National Security Agency's Suite B set of cryptographic standards, hence request the organization to remove this algorithm	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
300	Clause 5, Sec 5.3.12, Page 85	Support for Symmetric algorithms: AES, Arcfour, ARIA, Camellia, CAST, Triple DES, SEED, Tiger HMAC	Request to change the clause as :- Support for Symmetric algorithms: AES, ARIA, CAST, Triple DES, SEED Justification * Arcfour algorithm has been declared as insecure as per NIST, and hence request the organization to remove this algorithm. * Camellia is a Japanese algorithm and not relevant to the use case, hence request the organization to remove this algorithm * Tiger HMAC is a hashing algorithm and not a symmetric encryption algorithm, hence request the organization to remove this algorithm. Also this algorithm is not relevant to the use case and is vendor specific.	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
301	Clause 7, Sec 5.3.12, Page 85	Supported OS - Microsoft Windows 7, 10, 2012, 2016, 2019, RHEL 6, 7; SUSE Enterprise Linux, Oracle Enterprise Linux	Request to change the clause as :- Supported OS - Microsoft Windows 10, 2016, 2019, RHEL 7; SUSE Enterprise Linux, Oracle Enterprise Linux Justification Request to remove the support for Microsoft Windows 7 and 2012 as Microsoft has declared them End of life. Similarly, request to remove RHEL 6 as Red Hat has declared it end of life	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
302	Clause 8, Sec 5.3.12, Page 85	Supported APIs - PKCS#11, OpenSSL, Java (JCE), Microsoft CAPI and CNG, Web Services Crypto API	Request to change the clause as :- Supported APIs - PKCS#11, OpenSSL, Java (JCE), Microsoft CAPI and CNG Justification The API mentioned above are sufficient to allow integration with other components, the web services are created using these API under the hood, hence request the clause to be "Supported APIs - PKCS#11, OpenSSL, Java (JCE), Microsoft CAPI and CNG"	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
303	Clause 11, Sec 5.3.12, Page 85	Safety and Environmental standards - UL, CE, FCC, RCM, Canada ICES RoHS2, WEEE	Request to change the clause as :- Safety and Environmental standards - UL, CE, FCC, RoHS2, WEEE Justification Both Canada ICES and RCM are Canadian and Australian compliances and not relevant, hence request to remove these two standards	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
304	Clause 13, Sec 5.3.12, Page 85	There should not be any limit on no. of Keys to be protected by HSM in accordance with FIPS 140-2 and CCA guidelines.	Request to remove the clause As the appliance in this context is a portable Hardware which would have threshold capacity on key storage within the HSM, hence request to remove the clause as technically it is non feasible Justification As the appliance in this context is a portable Hardware which would have threshold capacity on key storage within the HSM, hence request to remove the clause as technically it is non feasible	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
305	Clause 14, Sec 5.3.12, Page 85	There should not be any limit on number of virtual partitions that can be created in HSM and number of keys that can be managed per partition. Each partition must support at least 2 FA.	Request to remove the clause As the appliance in this context is a Hardware which would have threshold capacity on partition and key storage and hence request to remove the clause as technically it is non feasible Justification As the appliance in this context is a Hardware which would have threshold capacity on the number of partitions and keys storage and hence request to remove the clause	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
306	Clause 18, Sec 5.3.12, Page 85	Rack Mounting Rails	Request to remove the clause Justification Since the device is available as a portable USB device, rack mounting rails are not required.	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
307	Clause 20 Sec 5.3.12, Page 85	Smartcards x10	Request to change the clause as :- Smartcards x10/PED Keys Justification * Multifactor authentication can be enabled by the use of PED tokens also, hence request the organization to include the option for PED keys along with smart cards.	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
308	Sec 5.3.13, Page 86	Section Name - Hardware Security Module (nShield Base & nShield Mid)	Request to remove the name of the HSM device/brand from the section name & complete RFP Justification The device name mentioned comes from a particular OEM and it is stopping other OEMs to participate in the tender	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
309	Clause 4, Sec 5.3.13, Page 86	Support for Asymmetric algorithms: RSA, Diffie-Hellman, ECMQV, DSA, ECDSA, ECDH, Edwards (Ed25519,Ed25519ph)	Request to change the clause as :- Support for Asymmetric algorithms: RSA, Diffie-Hellman, DSA, ECDSA, ECDH, Edwards (Ed25519,Ed25519ph) Justification ECMQV has been dropped from the National Security Agency's Suite B set of cryptographic standards, hence request the organization to remove this algorithm	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
310	Clause 5, Sec 5.3.13, Page 86	Support for Symmetric algorithms: AES, Arcfour, ARIA, Camellia, CAST, Triple DES, SEED, Tiger HMAC	Request to change the clause as :- Support for Symmetric algorithms: AES, ARIA, CAST, Triple DES, SEED Justification * Arcfour algorithm has been declared as insecure as per NIST, and hence request the organization to remove this algorithm. * Camellia is a Japanese algorithm and not relevant to the use case, hence request the organization to remove this algorithm * Tiger HMAC is a hashing algorithm and not a symmetric encryption algorithm, hence request the organization to remove this algorithm. Also this algorithm is not relevant to the use case and is vendor specific.	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
311	Clause 8, Sec 5.3.13, Page 86	Supported OS - Windows, RHEL, SUSE, Oracle Ent. Linux, Solaris (SPARC), IBM AIX, HP-UX, etc.	Request to change the clause as :- Supported OS - Windows, RHEL, SUSE, Oracle Ent. Linux, Solaris (SPARC), IBM AIX, etc. Justification Request to remove HP-UX as it's not relevant to the use case and it's vendor specific. Anyways support for HP-UX will be enabled on Thales Luna HSM in the coming few months.	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
312	Clause 9, Sec 5.3.13, Page 86	Supported APIs - PKCS#11, OpenSSL, Java (JCE), Microsoft CAPI and CNG, Web Services Crypto API	Request to change the clause as :- Supported APIs - PKCS#11, OpenSSL, Java (JCE), Microsoft CAPI and CNG Justification The API mentioned above are sufficient to allow integration with other components, the web services are created using these API under the hood, hence request the clause to be "Supported APIs - PKCS#11, OpenSSL, Java (JCE), Microsoft CAPI and CNG"	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
313	Clause 12, Sec 5.3.13, Page 86	IPv6 certified and USGv6 Ready	Request to change the clause as :- IPv6 certified Justification Request to remove 'USGv6' as it's vendor specific	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
314	Clause 16, Sec 5.3.13, Page 86	Must support Syslog diagnostics support and Windows performance monitoring	Request to change the clause as :- Must support Syslog diagnostics support Justification Request to remove 'Windows performance monitoring' as it's vendor specific	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
315	Clause 20, Sec 5.3.13, Page 86	There should not be any limit on number of virtual partitions that can be created in HSM and number of keys that can be managed per partition. Each partition must support at least 2 FA.	Request to remove the clause As the appliance in this context is a Hardware which would have threshold capacity on partition and key storage and hence request to remove the clause as technically it is non feasible Justification As the appliance in this context is a Hardware which would have threshold capacity on the number of partitions and keys storage and hence request to remove the clause	Refer corrigendum Revised Specification 5.3.12 Type – 1 USB Based Hardware Security Module (HSM) 5.3.13 (a) Type – 2 Network based Hardware Security Module (HSM) 5.3.13 (b) Type – 3 Network based Hardware Security Module (HSM)
316	Clause 10 point 8 page126	Gemalto - 5110+ Token + SAC	SafeNet eToken 5110+ : this is non-FIPS and CC EAL6+ SC Chip certified. Please clarify is the requirement for FIPS certified tokens or non-FIPS certified tokens Gemalto/SafeNet eToken 5110 FIPS is currently a FIPS 140-2 Level 2 validated product offered by Thales. This product is FIPS 140-2 validated even when listed as "Historical". Sunset date: January 2022. Alternatively, Thales also has a replacements SafeNet eToken 5110+ FIPS (FIPS 140-2 Level 2 and Level 3 configurations) in the Cryptographic Module Validation Program (CMVP) .This is under "In Process" list and FIPS 140-2 (pending for NIST review) https://csrc.nist.gov/Projects/cryptographic-module-validation-program/modules-in-process/Modules-In-Process-List	Bidder can Quote equivalent Crypto Token
317	5.2.2.NMS/EMS with APM (Point -29) Page 45	The proposed Solution should support automated patch management for critical security patch deployment on physical machines and other infra including Windows, Linux OS.	Does patch management also required to automate the patch of enterprise/Other applications as well?	No Application Patch Required

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
318	5.2.2.NMS/EMS with APM (Point-17) Page 44	The proposed solution must provide Health Monitoring reports of the network with settable periodicity -@24 Hrs, 1 week, 1 month.	What all formats of reports are required? For e.g, pdf, csv, excel etc.	All Standard Format (i.e pdf,CSV,Excel etc)
319	5.2.2.NMS/EMS with APM (Point- 25) Page 44	The proposed helpdesk system shall provide flexibility of logging,viewing, updating and closing incident manually via web and mobile interface.	Since the helpdesk tool is a very critical component and process-oriented, so standard tool should be placed: This clause should be revised as: The proposed helpdesk system shall provide flexibility of logging,viewing, updating and closing incident manually via web and mobile interface. The helpdesk tool should be 6 processes pink verify ITILV3 certified. Supporting documents should be submitted during the time of the bid.	As per RFP
320	RFP Page No.72 Sec : 5.3.3 Clause No.4--	Switch should have a minimum of 48 *1/10G SFP+ interfaces which should be spread across different line-cards to achieve port-level resiliency. It should also have 2*100G interfaces for uplink. 24x10G SFP+ SR and 4 x 10G SFP+ LR modules should be from the same OEM.2 x 100G DAG Cables with Optics, 3Mtr or Modules with Cable patch cord. Switching Capacity 8.0 Tbps or higher	Since the core switches are going to act as the heart of the network, hence it is absolutely important that it should not have any single point of failure. A fixed-form factor switch as being asked in the RFP does not provide that level of redundancy and hence we strongly recommended to ask for a chassis-based switch which not only provides redundancy with respect to power-supply and fans , but also provide redundancy on swithing/routing engine which is the driving force of the switch.	As per RFP
321	RFP Page No.72 Sec : 5.3.3 Clause No.7--	Switch should support min. 64,000 MAC addresses	The asked MAC address is very very high compared to requirement. This will provide an undue advantage to a single OEM and hence we strongly recommended to bring it down to a more realistic number and provide a level play to all the leading OEMs	Read As : Switch should support min. 64,000 MAC addresses
322	RFP Page No.72Clause No.8--	Protocols support (should be non-proprietary standards only): a. 802.1q(VLAN), 802.1d(STP), 802.1w(RSTP), 802.1s(MSTP), 802.1p(for QoS – CoS, DSCP), 802.1x(Port based Network Access Control), 802.1ax(Link Aggregation), 802.1Qbb(Priority-based Flow Control-PFC) or any equivalent/similar protocol	Request to rephrase the clause to allow wider OEM participation	Read As: (a) Protocols support (should be non-proprietary standards only): a. 802.1q(VLAN), 802.1d(STP), 802.1w(RSTP), 802.1s(MSTP), 802.1p(for QoS – CoS, DSCP), 802.1x(Port based Network Access Control), 802.1ax(Link Aggregation), 802.1Qbb(Priority-based Flow Control-PFC) or any equivalent/ similar protocol (b) Static routes, OSPF, BGP, OSPv3, BGP+, MPLS, PBR, GRE, L2 & L3 VPN or equivalent with EVPN/VXLAN, VRF, VRRP or equivalent, Q-in-Q/ IEEE 802.1ad Q-in-Q, VXLAN, VTEP, L2 & L3 VXLAN Gateways, IGMP(v1,v2,v3), PIM(PIM-SM, PIM-SSM, PIM- DM), BFD
323	RFP Page No.73Clause No.6--	Switch should support min. 16,000 MAC addresses	The asked MAC address is very very high from a 24 port access switch perspective. This will provide an undue advantage to a single OEM and hence we strongly recommended to bring it down to a more realistic number and provide a level play to all the leading OEMs	Read As : Switch should support min. 15,000 MAC addresses
324	RFP Page No.73Clause No.NA-- New Clause	Switch should support network segmentation that overcomes the limitation of VLANs using VXLAN and VRFs.	Request to add this clause as this would ensure that traffic segregation and isolation can be done properly in the LAN which is very much required for such a critical network infrastructure	As per RFP
325	RFP Page No.73Clause No.NA-- New Clause	Switch should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment and MACSec-128 on hardware for all ports.	Request to add this clause as this would ensure that any inter-switch traffic sent over the uplink interfaces are encrypted in the LAN which is very much required for such a critical network infrastructure	As per RFP
326	RFP Page No.37Clause No.4.4.9--	Bidder shall provide a comprehensive warranty and on-site free service/Support warranty for contract period (5 years) from the date of Final Project Go Live for all hardware, software, applications supplied under this RFP.	Request to rephrase so that all the leading OEMs can participate in the bid	As per RFP

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
327	RFP Page No.63Clause No.SDWAN Device--SDWAN Solution	SDWAN Architecture Recommendation is missing This is pure NGFW specifications and using NGFW devices at central location will defeat the effort of Department to create SDWAN network.	As per True SDN principle SDWAN architecture with Data Plane & Control Plane is a recognized architecture globally. Leading technical analyst in India and globally have recommended a separate Data Plane & Control Plane. This ensures a very effective, efficient and secure SDWAN architecture which keeps on working in spite of network glitches such as network downtime etc. . The solution architecture should have necessary provisions to ensure small glitches are taken care of. The Software Defined Network (SDN) is an emerging architecture that introduced the new methods of network management and configuration. SDN architecture enables the programmability in networking and the key concept is to physically separates the control plane and data plane logic. Separation of the data and control planes enables the efficient use of a common data plane and eases service provisioning by using the management and orchestration (MANO) framework of network function virtualization (NFV). You can also use features such as Zero Touch Provision based on this principle.	Refer corrigendum 5.3.1 Gateway Device
328	RFP Page No.63Clause No.SDWAN Device--	SDWAN Architecture Recommendation is missing and more of NGFW based discussions	In Data Communication networks, end user devices are interconnected with network infrastructure. This network infrastructure includes many switching elements such as switches and routers and they are shared between hosts. These routers and Switches are closed devices which have very limited interfaces. So it is very cumbersome for this network to evolve. Software-Defined Networking infrastructure consists of two parts: Control Plane Control Plane is the logic that controls the forwarding behavior in the network. It is also regarded as the brain of the network. Examples: • Routing Protocols • Network middlebox configuration i. Firewall configuration ii. Load balancer configuration. Data Plane Data Plane forwards the traffic according to control plane logic. Examples: • IP forwarding • Layer 2 switching. The separation of data plane and control plane can be used to evolve and develop them independently. This separation also helps the network to be controlled from a single high level software program which makes	Refer corrigendum 5.3.1 Gateway Device
329	RFP Page No.63Clause No.SDWAN Device--Architecture	SD-WAN solution should be based on the SDN principles with clear separation between the Data Plane (Router) , Control Plane (Routing & Security) and Management Plane (NMS). This modularity allows to support large scale network with thousands of locations. Solution software components (Controller) should be horizontally scaled without upgrade of remote Edge routers. But current RFP is missing this architecture.	As per Current specs NGFW is asked for WAN connectivity instead of Router. NGFW can't have Separate Data, Control and management plane which is basic need to scale the WAN architecture in SDWAN. To have these Router is needed which support these with scalability.	Refer corrigendum 5.3.1 Gateway Device
330	RFP Page No.63Clause No.SDWAN Device--QoS & Dynamic Routing and traffic Engineering	NGFW or purpose build firewall cannot play the core routing platform role – the kind of WAN challenges a router solves are not available with firewall. Some of the use-cases where firewall is not the best fit to meet the WAN requirement includes but not limited to the following – advanced QoS Support – marking, shaping, policing, queueing – integration with Service providers with Dynamic routing protocol and Traffic Engineering support etc. We understand the right mix routing and security is required to effectively meet the current WAN challenges and the further WAN requirements.	for any WAN connectivity whether traditional or SDWAN based, routing platform is required and NGFW is not a Routing platform primarily. Only basic Routing with limited scales are supported in NGFW which is required to meet the Data center internal need as per firewall basic principal. With current specs NGFW is used as a core platform which will have scale limitation.	Refer corrigendum 5.3.1 Gateway Device

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
331	RFP Page No.63Clause No.SDWAN Device--Core platform	RFP asked for NGFW. However, SD-WAN is the solution, and the routing is the core of SD-WAN. It needs to be changed to the router. The router is to make sure that it implements SD-WAN as a software solution and not as one of the tunneling and management features. SD-WAN is all about the right balance of routing, security, application performance improvement, and ease of management, - not just a firewall with tunnels and load sharing and management plane.	NGFW is mainly for Security purpose not for QoS, Application experience and ease of management. Whereas these are the main & critical features of SDWAN solution.	Refer corrigendum 5.3.1 Gateway Device
332	RFP Page No.63Clause No.SDWAN Device--Application experience	SDWAN should also take care of Improvement of application experience for end user irrespective of Application location either in private/public/Hybrid data center using set of technologies such as Application Aware SLA based Routing, TCP optimization, Packet duplication and Quality of Service(QoS). However current RFP for SDWAN is silent on this critical and core functionality of SDWAN solution. it will improve the end-user productivity over the network. Also application focused solution will identify the application and will network administrator to define the right treatment for applications.	Application experience is the main use case of SDWAN solution but with NGFW its cant be achieved. Hence RFP doesn't talk about these feature which is only possible with Router based SD WAN solution.	Refer corrigendum 5.3.1 Gateway Device
333	RFP Page No.63Clause No.SDWAN Device--Routing scalability	Routing scalability plays an important role in any WAN network to enable communication between the different sites – with multiple use-cases of IoT, IT, Guest integration in an existing network, it becomes more critical to support large routing tables. RFP is not asking about the same.	With NGFW routing capability is limited in scale, hence various communication can not be established with high scale routing.	Refer corrigendum 5.3.1 Gateway Device
334	RFP Page No.63Clause No.SDWAN Device--Operational Simplicity	SD-WAN architecture solution should takes care of all aspect of WAN network like connectivity, application policies, security, it should not make the network complex. All aspects of the network should be configured/monitored and troubleshoot from the NMS component of the solution. However	Operational simplicity can not be achieved with NGFW as its purpose is security and NGFW is already asked with dedicated device. Implementing NGFW for WAN connectivity at multiple location would need more operational and expert at each location.	Refer corrigendum 5.3.1 Gateway Device
335		Deployment of remote routers is time-consuming and tedious task. It is required that the SD-WAN solution should support Zero Touch Provisioning without any dependency on network admin at central site.	Router basic feature is to have single management, provisioning, configuration of all router from single dashboard. This is missing in RFP feature as NGFW doesn't support.	Refer corrigendum 5.3.1 Gateway Device
336	RFP Page No.68Clause No.5.3.2. Firewalls : 3--	Proposed solution should also perform activities like Intrusion Prevention, IP Reputation and repudiation, URL filtering, Antivirus/Anti malware/Anti Spyware/Anti Bot, DNS Security Signature and block them as per policy/rules from day one with required Perpetual/ Subscription Licenses and 24*7 support for contract period.	Justification : To help organisation protect against unknown and zero-day threats, different OEM use different approach like AV or APT and hence requesting change Subscription based license has become industry standard as it ensure customers are entitled for new updates and advancement of the product	Read As : Proposed solution should also perform activities like Intrusion Prevention, IP Reputation and repudiation, URL filtering, Antivirus, Anti malware, Anti Spyware, Anti Bot, DNS Security Signature and block them as per policy/rules from day one with required Perpetual/ Subscription Licenses and 24*7 support for contract period.
337	RFP Page No.68Clause No.5.3.2. Firewalls : 4--	The solution should be able to mitigate attacks like FTP Attack, HTTP Attack, DNS Attack, DDNS attack, ICMP Attack, TCP/IP Attack, DOS and DDOS Attack, Telnet Attack, Brute Force attack, etc. from day one with required perpetual/Subscription licenses and 24*7 support for contract period.	Subscription based license has become industry standard as it ensure customers are entitled for new updates and advancement of the product	Read As: The solution should be able to mitigate attacks like FTP Attack, HTTP Attack, DNS Attack, DDNS attack, ICMP Attack, TCP/IP Attack, DOS and DDOS Attack, Telnet Attack, Brute Force attack, etc. from day one with required perpetual/Subscription Licenses and 24*7 support for contract period
338	RFP Page No.69Clause No.5.3.2. Firewalls : 9	Device should support High availability with seamless, statefull failover of hardware (both Active-Active or Active Passive, Active-Active Clustering)	A/A is used on firewalls when a single firewall is not able to cater to the throughput requirements of the appliance	Read As Device should support High availability with seamless, statefull failover of hardware (both Active-Active or Active Passive, Active-Active Clustering)
339	RFP Page No.69Clause No.5.3.2. Firewalls : 13--	The Firewall must support ability to decrypt & inspect SSL, TLS 1.3 traffic.	SSH protocol is used for remote management and generally used by administrator.	Read As : The Firewall must support ability to decrypt & inspect SSL,TLS 1.3 traffic.
340	RFP Page No.69Clause No.5.3.2. Firewalls : 16--	The proposed solution should have an option for customer to create custom signatures using regex, Open Source IDS tools like SNORT, Setc. and import/apply automatically without any additional overheads.	Request removal of the clause for broader participation.	Read As : The proposed solution should have an option for customer to create custom signatures

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
341	RFP Page No.70Clause No.5.3.2. Firewalls : 24-	The device should be manageable using standard protocols HTTPS, SSH, SNMP etc. allowing all possible configuration to be performed directly on the firewall.	generally SSL is used for securely transferring data between two parties, it does not let you issue commands as you can with SSH.	Read As: The device should be manageable using standard protocols HTTPS,SSH, SNMP etc. allowing all possible configuration to be performed directly on the firewall.
342	RFP Page No.70Clause No.5.3.2. Firewalls : 28.a--	The proposed firewall should provide minimum 15 Gbps of Firewall throughput with Real world traffic of 64K /1024B transaction size and not Video/JPEG based traffic. A publicly available document/ OEM submitted Doc mentioning throughput with transaction size, traffic mix & feature enabled including App-ID, User-ID, Content-ID, DoS/DDoS & Logging enabled as on bid publishing date shall be submitted.	64K packet size generally not used in real world scenario, hence request to add different packet size for broader participation as all OEM don't use 64K packet size for the throughput numbers.	Read As : The proposed firewall should provide minimum 14 Gbps of Firewall throughput This should be publically available document.
343	RFP Page No.70Clause No.5.3.2. Firewalls : 28.b--	The proposed firewall should provide minimum 3 Gbps of threat prevention throughput with Real world traffic of 64K /1024B transaction size and not Video/JPEG based traffic even after enabling NGFW + IPS + Antivirus/Anti Spyware/Anti Bot/Anti-malware/DoS/DDOS + All signature enabled + Logging enabled + Bidirectional inspection + File Blocking. A publicly available document/OEM submitted Doc mentioning throughput with transaction size, traffic mix, as on bid publishing date, shall be submitted	To help organisation protect against unknown and zero-day threats, different OEM use different approach like AV or APT and hence requesting change 64K packet size generally not used in real world scenario, hence request to add different packet size for broader participation as all OEM don't use 64K packet size for the throughput numbers.	Read As: The proposed firewall should provide minimum 3 Gbps of Threat Prevention throughput. This should be publically available document.
344	RFP Page No.71Clause No.5.3.2. Firewalls : 28.f--	Include Single mode Transceivers for all SFP / SFP+ ports & required all connectivity Patch Cords from day 1	Virtual system doesn't ensure that CPU, Memory, and disk resources are dedicated to virtual context and doesn't provide complete separation of traffic processing and management.	Read As: The required licenses for creation of 5 virtual firewalls/Virtual Systems/ Virtual Domains/VRF/ equivalent shall be included as a part of solutionInclude Single mode Transceivers for all SFP / SFP+ ports & required all connectivity Patch Cords from day 1
345	RFP Page No.76,77,78Clause No.Server Type 1&2--Server Type1 -2 New Clause	The solution should support Multiple HW Roots of Trust - Anchored with Immutable Fingerprints	Pls add this clause for ensuring a secured environment for the servers	As per RFP
346	RFP Page No.76,77,78Clause No.Server Type 1&2--New Clause	The solution should support Secure Boot – Cryptographically Signed Firmware and BIOS	Pls add this clause for ensuring a secured environment for the servers	As per RFP
347	RFP Page No.76,77,78Clause No.Server Type 1&2--New Clause	The solution should have Single Tool for all server configuration, BIOS and boot settings, Network partitioning and configuration, Local storage configuration	Pls add this clause for ensuring a secured environment for the servers	As per RFP
348	RFP Page No.76,77,78Clause No.Server Type 1&2--New Clause	The solution should Make programming and setup simpler with one place to configure at no additional cost	Pls add this clause for ensuring a secured environment for the servers	As per RFP
349	RFP Page No.76,77,78Clause No.Server Type 1&2--New Clause	The solution should support automatical scaling of workloads, storage and databased in real time to ensure performance	Pls add this clause for ensuring an optimal performance for the servers	As per RFP
350	Switching Fabric Queries New Clause	Solution should provide latency and drop analysis between end points connected to fabric with reason of drop.	Considering a data center architecture, the switching gears should be capable of creating a SDN fabric so that a complete automation and micro-segmentation can be implemented in the network infrastructure of the DC	As per RFP
351	New Clause	Fabric must integrate with all proposed L4 - L7 Physical and virtual appliances using single pane of glass - Fabric Controller / SDN Controller	Considering a data center architecture, the switching gears should be capable of creating a SDN fabric so that a complete automation and micro-segmentation can be implemented in the network infrastructure of the DC	As per RFP
352	New Clause	Fabric /SDN controller should provide micro-segmentation rules and policies for workloads connected to DC fabric for east-west traffic . It must support segmentation of VM based attributes like hostname, OS, VM Tags, FQDN, Microsoft AD based classification	Considering a data center architecture, the switching gears should be capable of creating a SDN fabric so that a complete automation and micro-segmentation can be implemented in the network infrastructure of the DC	As per RFP

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
353	New Clause	Multi DC fabric solution should provide encryption between sites using 256-bits AES	Considering a data center architecture, the switching gears should be capable of creating a SDN fabric so that a complete automation and micro-segmentation can be implemented in the network infrastructure of the DC	As per RFP
354	New Clause	Fabric must be capable of dynamically insert physical and virtual L4 - L7 (FW,LB,IPS) services between multiple segment using policy base traffic redirect	Considering a data center architecture, the switching gears should be capable of creating a SDN fabric so that a complete automation and micro-segmentation can be implemented in the network infrastructure of the DC	As per RFP
355	New Clause	Fabric should provide visibility of end point (virtual, BM and container) connected to fabric including VM and Hypervisor details with virtual port.	Considering a data center architecture, the switching gears should be capable of creating a SDN fabric so that a complete automation and micro-segmentation can be implemented in the network infrastructure of the DC	As per RFP
356	New Clause	Solution should provide instant visibility into any applicable bugs, security advisories and field notices for running hardware and configuration.	Considering a data center architecture, the switching gears should be capable of creating a SDN fabric so that a complete automation and micro-segmentation can be implemented in the network infrastructure of the DC	As per RFP
357	New Clause	Solution should support a single consolidated view of all the objects including links, devices, their relationships, the real-time status of their utilization, and a quick at-a-glance assessment of the current status of the entire system or any subset of the system for better event correlations	Considering a data center architecture, the switching gears should be capable of creating a SDN fabric so that a complete automation and micro-segmentation can be implemented in the network infrastructure of the DC	As per RFP
358	Pg 40 Clause 13	The CSCA shall be in current use for ePassport issuance in a minimum of 30 countries. These countries must be identified and be verifiable.	Please advise of the rationale behind choosing 30 countries as a minimum threshold, would request the authority to reduce it to 5 or 10 as it is an adequate number to showcase CSCA capabilities	As per RFP
359	Pg 40 Clause 14	The CSCA shall have been used to sign a minimum of 40 million ePassports in other countries.	Please advise of the rationale behind choosing 40 Million as a minimum threshold, would request the authority to reduce it to 5 Million as it is an adequate number to showcase CSCA capabilities	As per RFP
360	Pg 42, Clause 37	The vendor shall support the solutions with a Support call center located within the APAC	To encourage basic L1 /L2 services in INDIA Would request a change to "The vendor shall support the solutions with a Support call center located within INDIA"	As per RFP
361	Pg 124 - 129	Gemalto - Safenet Authentication Client / Gemalto - 5110+ Token + SAC Entrust Authority products on these pages	The current BOM mentions certain mandatory components of certain organisations, would request removal or a change in the BOM to help entertain other alternatives so an alternative cost effective solutions can be proposed that is not perceived to favouring a certain vendor	Bidder can Quote equivalent Crypto Token
362	Page No.65--5.3.1. Point-38 SD-WAN Appliance - Logging, reporting & Management	It must integrate with External Logging and Reporting solution provided, preferably same OEM.Bidder has to include any additional license for analytics/event correlation if require. The logging server to be deployed at DC only. The proposed solution should provide Single-Pane Management for centralized policy and object management and provisioning, automatic revision history and control, and enhanced role-based access control (RBAC) for NGFW.	We request you to please change this clause as per suggested change since it is not mandatory mention that Logging & reporting solution should be from same OEM. We request you to ask for separate management as well reportign & logging server as per suggested changes.	Refer corrigendum 5.3.1 Gateway Device
363	Page No.67--5.3.1. Point-49 SD-WAN Appliance - Data Leakage Prevention	NGFW must detect, protect and log sensitive data travelling through protocols - HTTP, FTP, SMTP, IMAP, POP3, NNTP, MAPI, CIFS, SFTP, SCP.	We support all protocol mentioned in ask except NNTP. Normally NNTP procol communication will not be applicable in your enviorement. Alternatively, we can restrict the external communication over NNTP to ensure no data wil lbe share over this protocol. Request you to relax this clause by removing NNTP from protocol list.	Refer corrigendum 5.3.1 Gateway Device
364	Page No.68--5.3.2 - Point-8 Firewalls	The firewall must allow user identification and authentication by integrating with LDAP, RADIUS, AD, NAC, etc. solutions.	Please confirm do you want us to integrate Firewall with NAC user database for integration and allow Firewall access based on Authentication on NAC? In case of you will have AD solution than request you to please remove the NAC from this list since NAC & Firewall (NGFW) both can integrate with AD for authentication.	Read As: The firewall must allow user identification and authentication by integrating with LDAP, RADIUS, AD, etc. solutions.

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
365	Page No.69--5.3.2 - Point-16 Firewalls	The proposed solution should have an option for customer to create custom signatures using regex, Open Source IDS tools like SNORT, Suricata, etc. and import/apply automatically without any additional overheads.	We may require additional license on Firewall to achieve this requirement. Now a days, customer don't depends on SNORT kind of open source IDS tool since NGFW itself provide IDS/IPS capability. Also, we offer custom signature for IPS. Kindly confirm if you need this functionality else request you to please relax this clause.	Read As : The proposed solution should have an option for customer to create custom signatures
366	Page No.70--5.3.2 - Point-24 Firewall	The device should be manageable using standard protocols HTTPS, SSL, SSH, SNMP etc. allowing all possible configuration to be performed directly on the firewall.	To manage the Firewall and make configuration change, you can do it via HTTP/HTTPS & Telnet & SSH not via SNMP. Request you to please correct the clause as per suggested change.	Read As: The device should be manageable using standard protocols HTTPS,SSH, SNMP etc. allowing all possible configuration to be performed directly on the firewall.
367	Page No.70--5.3.2 - Point-25 Firewall	If the Bidder/OEM propose to have separate management then, the firewall must have the ability to manage firewall policy even if such management server is unavailable. For a separate management server all necessary components/hardware/software/ licenses should be included as part of the solution. And The proposed solution should provide Single-Pane Management for centralized policy and object management and provisioning, automatic revision history and control, and enhanced role-based access control (RBAC) for NGFW.	We request you to please correct this clause since you require dedicated and separate management device to Firewall configuration and policy management.	As per RFP
368	Page No.70--5.3.2 - Point-28 - A Firewall - Capability and Performance	The proposed firewall should provide minimum 15 Gbps of Firewall throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic. A publicly available document mentioning throughput with transaction size, traffic mix & feature enabled including App-ID, User-ID, Content-ID, DoS/DDoS & Logging enabled as on bid publishing date shall be submitted.	This clause is favouring to specific OEM. We request you to please relax this clause and make it more generic so other OEM can participate in bid.	Read As : The proposed firewall should provide minimum 14 Gbps of Firewall throughput This should be publicly available document.
369	Page No.70--5.3.2 - Point-28 B Firewall - Capability and Performance	The proposed firewall should provide minimum 3 Gbps of threat prevention throughput with Real world traffic of 64K transaction size and not Video/JPEG based traffic even after enabling NGFW + IPS + Antivirus + Anti Spyware + Anti Bot + DoS/DDoS + All signature enabled + Logging enabled + Bidirectional inspection + File Blocking. A publicly available document mentioning throughput with transaction size, traffic mix, as on bid publishing date, shall be submitted	This clause is favouring to specific OEM. We request you to please relax this clause and make it more generic so other OEM can participate in bid.	Read As: The proposed firewall should provide minimum 3 Gbps of Threat Prevention throughput. This should be publicly available document.
370	Page No.71--5.3.2 - Point-28 G Firewall - Capability and Performance	Logging and reporting Bidder has to proposed dedicated logging & reporting solution (Virtual /Physical Appliance) Bidder has to include any additional license for analytics/event correlation if require. The logging server to be deployed at DC only. In Case of Virtual Appliance, bidder to consider Required computing for the VM 1. Should have reporting facility to generate reports on virus detected over different protocols, top sources for viruses, destination for viruses, top viruses etc. 2. Logging and reporting solution should be supported On-Premise 3. Should have options to generate reports in different formats 4. The solution should have configurable options to schedule the report generation. The Firewalls should be managed from single unified management console from same OEM."	Bidder has to proposed dedicated logging & reporting solution (Virtual /Physical Appliance) from same OEM. Bidder has to include any additional license for analytics/event correlation if require. The logging server to be deployed at DC only. Bidder has to ensure there must be no internal restriction to collect and store the logs from all the Firewall (Zone-1 & Zone-2). at DC & DR. Optionally, Bidder case use single reporting and logging for External (SD-WAN) and Internal NGFW for easy administration, management & feasibility.	As per RFP
371	Page No.69--5.3.2 - Point-12 Firewall - Capability and Performance	The firewall must have ability to identify users behind Proxy server by reading information in XFF header and perform User-ID mapping. The firewall must be able to strip XFF information before forwarding traffic to internet for privacy reason.	This feature is more of Proxy. Since, entire RFP don't have Proxy solution, it is not relevant ask on NGFW. We suggest you to remove this clause.	Read As : The firewall must have ability to identify users behind Proxy server by reading information in XFF header and perform User-ID mapping. The firewall must be able to read XFF information before forwarding traffic to internet for privacy reason.

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
372	Page No.74--5.3.5. LoadBalancer Point-1	Should be high performance purpose built next generation multi-tenant hardware with multicore CPU support. Platform should support multiple network functions including application load balancing, Next Generation SSL VPN, Global server load balancing functions.	The proposed solution should support 10 Application delivery partition/Virtual Context. Alongwith Support integration with Cisco ACI, Nutanix, OpenStack, and Ansible. Platform should support multiple network functions including application load balancing, Global Server Load Balancing & Link Load balance.	Read As : Should be high performance purpose built next generation multi-tenant (min. 5 virtual instances from Day 1) hardware. Platform should support multiple network functions including application load balancing, Global server load balancing functions.
373	Page No.74--5.3.5. LoadBalancer Point-2	The solution should have 2x1G, 2x1GE, 2x10G ports from day1 with all required transceivers. The device should be scalable to 4x1G, 4x1GE, 4x10G ports	The solution must have 2x 10 GE SFP+, 4x GE SFP, 4x GE RJ45 interface with all require transceivers from the day one.	The solution should have min. 2x1G, 2x1GE, 2x10G ports from day1 with all required transceivers.
374	Page No.74--5.3.5. LoadBalancer Point-3	The device should have min. 1TB disk space for log storage.	The device should have min 120 GB SSD for log storage.	Read as: The device should have min.400 GB disk space for log storage.
375	Page No.74--5.3.5. LoadBalancer Point-4	The solution should have minimum 20 Gbps Throughput and minimum 10 Gbps of SSL throughput	The solution should have min 15Gbps L4 Throughput & 12Gbps L7 Throughput.	Read As The solution should have minimum 10 Gbps Throughput on Layer7
376	Page No.74--5.3.5. LoadBalancer Point-5	The solution should be able to support min. 2,00,000 connections per second, min. 1k SSL TPS with RSA 2K and min. 1k ECC (ECDSA-SHA256) TPS	System must support 4 Gbps of SSL offloading throughput with 15000 SSL CPS/TPS with 2K key from day one.	Read As : The solution should be able to support layer - 7 minimum 1,00,000 connections per second and min. 1k SSL TPS
377	Page No.74--5.3.5. LoadBalancer Point-6	Should able to load balancer both TCP and UDP based applications with layer 2 to layer 7 load balancing including WebSocket and WebSocket Secure.	Should able to load balancer both TCP and UDP based applications with layer 2 to layer 7 load balancing including WebSocket and WebSocket Secure.	Read As : Should able to load balancer both TCP and UDP based applications with layer 2 to layer 7 load balancing
378	Page No.74--5.3.5. LoadBalancer Point-7	The appliance should support server load balancing algorithms i.e. round robin, weighted round robin, least connection, Persistent IP, Hash IP, Hash Cookie, consistent hash IP, hash header, etc.	The appliance should support server load balancing algorithms i.e. round robin, least connections, fastest response, hash uri, uri string, hash of the hostname, hash of the domain name, IP hash, dynamic load balancing using SNMP etc.	As per RFP
379	Page No.74--5.3.5. LoadBalancer Point-8	Script based functions support for content inspection, traffic matching and monitoring of HTTP, SOAP, XML, diameter, generic TCP.	Solution should support for content inspection with built-in Antivirus engine. So that any content or file to be scan while uploading or downloading from the application server.	As per RFP
380	Page No.75--5.3.5. LoadBalancer Point-17	Capable of handling complete Full DNS bind records including A,MX, AAAA, CNAME, etc. for IPv4 and IPv6	Capable of handling complete Full DNS bind records including A, MX, AAAA, CNAME, PTR, SOA etc.	Read As : Capable of handling complete Full DNS bind records including A, AAAA, etc. for IPv4/IPv6
381	42	5.2.2. NMS/EMS with APM - Enterprise management system shall be deployed in HA between DC and DR site. The bidder shall ensure, if incase the system or its components at DC is not reachable or down or failed, the monitoring of entire set-up shall be done from DR.	Could please clarify are you expecting HA in DC environment as well, as expectation is not clear or only DC and DR will serve the purpose	Clarified in Pre-Bid
382	Clause 5.2.2 (NMS/EMS with APM), SI no 1 of Specification Table, Page 43	Existing clause: The Monitoring Solution should provide Unified Architectural design offering seamless common functions including but not limited to: Event and Alarm management, Auto-discovery of the Network environment, Correlation and root cause analysis,Reporting and analytics.	Suggested clause: The Monitoring Solution should provide Unified Architectural design offering seamless common functions including but not limited to: Event and Alarm management, Auto-discovery of the Network environment, Correlation and root cause analysis, Reporting and analytics and same should be FIPS 140-2 certified to ensure data is encrypted during communication to protect from cyber attack.	As per RFP
383	Clause 5.2.2 (NMS/EMS with APM), SI no 4 of Specification Table, Page 43	Existing clause: The solution shall provide future scalability of the whole system without major architectural changes.	Suggested clause: The solution shall provide future scalability of the whole system without major architectural changes and should adhere to Microservices and thus be built on modern container technologies, and have an options to deploy on classic mode (non containerised) as well as containerized (like Docker, Kubernetes) mode. The solution should either support built-in Kubernetes technology or Bring Your Own Kubernetes (BYOK) platform provided by the bidder.	As per RFP
384	Clause 5.2.2 (NMS/EMS with APM), SI no 5 of Specification Table, Page 43	Existing clause : All the required modules should be from same OEM and should be tightly integrated for single pane of glass view of enterprise monitoring	Suggested clause: All the required modules should be from same OEM and should be tightly integrated, modular and scalable solution from single OEM with across all the modules (i.e. Network Monitoring, server Monitoring, application monitoring, Security Information & Event Management and Service Management tools), for single pane of glass view of enterprise monitoring.	As per RFP

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
414	5.3.3. Core Switch / TOR Switch (L3 Switch) – Page 72	Protocols support (should be non-proprietary standards only): a. 802.1q(VLAN), 802.1d(STP), 802.1w(RSTP), 802.1s(MSTP), 802.1p(for QoS – CoS, DSCP), 802.1x(Port based Network Access Control), 802.1ax(Link Aggregation), 802.1Qbb(Priority-based Flow Control-PFC) b. Static routes, OSPF, BGP, OSPv3, BGP+, MPLS, PBR, GRE, L2 & L3 VPN or equivalent with EVPN/VXLAN, VRF, VRRP or equivalent, Q-in-Q, VXLAN, VTEP, L2 & L3 VXLAN Gateways, IGMP(v1,v2,v3), PIM(PIM-SM, PIM-SSM, PIM-DM), BFD	Modification : Protocols support (should be non-proprietary standards only): a. 802.1q(VLAN), 802.1d(STP), 802.1w(RSTP), 802.1s(MSTP), 802.1p(for QoS – CoS, DSCP), 802.1x(Port based Network Access Control), 802.1ax(Link Aggregation), 802.1Qbb(Priority-based Flow Control-PFC) b. Static routes, OSPF, BGP, OSPv3, BGP+, MPLS, PBR, GRE, L2 & L3 VPN or equivalent with EVPN/VXLAN, VRF, VRRP or equivalent, Q-in-Q, VXLAN, VTEP, L2 & L3 VXLAN Gateways, IGMP(v1,v2,v3), PIM(PIM-SM, PIM-SSM, PIM-DM), BFD Justification : MPLS and GRE are router features and are proprietary to an OEM. Request to remove this for larger OEM participation.	Read As: Protocols support (should be non-proprietary standards only): a. 802.1q(VLAN), 802.1d(STP), 802.1w(RSTP), 802.1s(MSTP), 802.1p(for QoS – CoS, DSCP), 802.1x(Port based Network Access Control), 802.1ax(Link Aggregation), 802.1Qbb(Priority-based Flow Control-PFC) b. Static routes, OSPF, BGP, OSPv3, BGP+, PBR, L2 & L3 VPN or equivalent with EVPN/VXLAN, VRF, VRRP or equivalent, Q-in-Q/ IEEE 802.1ad Q-in-Q, VXLAN, VTEP, L2 & L3 VXLAN Gateways, IGMP(v1,v2,v3), PIM(PIM-SM, PIM-SSM, PIM-DM), BFD
415	5.3.4 Access Switch – Page 73	Switch should support min. 2,00,000 MAC addresses	Modification : Switch should support min. 16,000 MAC addresses Justification : 200K MAC address is an overkill for 1G access switch. Request to revise this to 16K for larger OEM participation.	Read As : Switch should support min. 15,000 MAC addresses
416	5.2.6. Log Management Tool (SIEM) Page No. 57	2 - The solution should holistically be able to support a minimum of 175 devices & 1700K EPS from day with 25 license for IOC, UEBA & endpoint agent	Please clarify the ask if EPS is 1700K (i.e 17 Lacs) generated from 175 devices. Also please explain if the threat intel is needed (IOC) & UEBA for 25 Users.	Read As : The solution should holistically be able to support a minimum of 175 devices & 1700 EPS from day with 25 license for IOC, UEBA & endpoint agent.
417	5.2.6. Log Management Tool (SIEM) Page No. 58	37 - The solution should have capability to integrate with applications and not restricted to audit or transaction logs. In addition to this, even logs (i.e. security logs) which are not natively generated by applications can also be captured by solution.	SIEM solution collect all the logs generated by the system or application. SIEM cannot generate the logs on behalf of application (security logs) but can capture the security logs from any security devices such as WAF, IDS/IPS, DOS etc.. Request you to please modify this point to "The solution should have capability to integrate with applications and not restricted to audit or transaction logs. In addition to this, SIEM should be able to capture security logs from any security device which are not natively generated by applications."	Read As: The solution should have capability to integrate with applications and not restricted to audit or transaction logs. In addition to this, SIEM should be able to capture security logs from any security device which are not natively generated by applications
418	Primary & Secondary Network Connectivity Provider (ISP Partner) / Page no. 90 / Sr. No. 3	The ISP partners should hold any of the following licenses to operate: 1. Unified Access License, 2. NLD License	The ISP partners should hold the following licenses to operate since last 5 Years: 1. ISP Class A, 2. NLD License	As per RFP
419	Primary & Secondary Network Connectivity Provider (ISP Partner) / Page no. 89 / Sr. no. 7	The ISP partners should have its local offices in at least 70 cities with technical service centre having technical employees for providing quick response and better coordination. – need to verify	We request you to kindly change the clause as below: The ISP partners should have its local offices in at least 40 cities with technical service centre having technical employees for providing quick response and better coordination.	As per RFP
420	4.3.2. Network Connectivity / Page no. 27	Further successful bidder shall be required to Increase/decrease the bandwidth required at any location (after one time commissioning) within 7 Days from the date of issuance of the written Order/Communication.	request you to change the upgrade/degrade time to 30 days.	As per RFP
421	Primary & Secondary Network Connectivity Provider (ISP Partner) / Page no. 89	The ISP partners shall have its own at least 2 Internet Gateways.	We request you to change the clause as own/leased International Gateway.	As per RFP
422	4.4.6. Network Connectivity / Page no. 33	The date of start of O&M for each link shall start from the date of successful FAT of each link as ordered under the project. The Recurring charges shall be paid only for the links which are successfully commissioned and enters into O&M phase.	We understand that billing can be triggered once delivered, commissioned and tested successfully. It is not related to go-live of the project. Please clarify.	As per RFP
423	Clause 5.3.2 Point-13	IPv6 gateway should provide compressive support for IPv6 functions to help with ipv4-to-ipv6 transition without business disruption and must provide support for dual stack,DNS64, NAT 64, DNS 46, NAT 46, IPv6 NAT	IPv6 gateway should provide compressive support for IPv6 functions to help with ipv4-to-ipv6 transition without business disruption and must provide support for dual stack,DNS64, NAT 64, DNS 46, NAT 46, IPv6 NAT	Read As : IPv6 gateway should provide compressive support for IPv6 functions to help with ipv4-to-ipv6 transition without business disruption and must provide support for dual stack,NAT & PAT

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S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
424	Clause 5.3.2 Point-14	Should support various deployment modes for seamless integration including reverse proxy (IPv6 to IPv4, IPv4 to IPv6) and IPv6 to IPv6 transparent and reverse proxy mode	Should support various deployment modes for seamless integration including reverse proxy (IPv6 to IPv4, IPv4 to IPv6) and IPv6 to IPv6 transparent and reverse proxy mode	Read As: Should support various deployment modes for seamless integration including transparent and reverse proxy mode
425	Clause 5.3.2 Point-16	Global load balancing should support advance functions Authoritative name sever, DNS proxy/DNS NAT, full DNS server with DNSSec, DNS DDOS, application load balancing from day one with relevant Licenses.	Global load balancing should support advance functions Authoritative name sever, DNS proxy/DNS NAT, full DNS server with DNSSec, DNS DDOS, application load balancing from day one with relevant Licenses.	Read As: Global load balancing should support advance functions Authoritative name sever, DNS proxy/DNS NAT/ full DNS server with DNSSec/DNS DDOS/application load balancing from day one with relevant Licenses.
426	Clause 5.3.2 Point-19	The appliance should support global server load balancing algorithms including - Weighted round robin, Weighted Least Connections, Administrative Priority, Geography, Proximity,Global Connection Overflow (GCO),Global Least Connection (GLC),IP Overflow (IPO)	The appliance should support global server load balancing algorithms including - Weighted round robin, Weighted Least Connections, Administrative Priority, Geography, Proximity,Global Connection Overflow (GCO),Global Least Connection (GLC),IP Overflow (IPO)	Read As: The appliance should support global server load balancing algorithms like - Weighted round robin, Weighted Least Connections, Administrative Priority, Geography, Proximity, Global Connection Overflow (GCO), Global Least Connection (GLC) , IP Overflow (IPO)
427		The proposed appliance should support min. 3 Million concurrent sessions	The proposed appliance should support min. 3 Million concurrent sessions	As per RFP
428		The proposed firewall should support min. 150,000 new session per second.	The proposed firewall should support min. 150,000 new session per second.	As per RFP
429		e. The Firewall should support a minimum of 8 x GE RJ45, 8xSFP & 4x10G SFP+ & 1 Console interface. It must offer dedicated Management & separate HA GE RJ45 interfaces from day 1.	e. The Firewall should support a minimum of 8 x GE RJ45, 8xSFP & 4x10G SFP+ & 1 Console interface. It must offer dedicated Management & separate HA GE RJ45 interfaces from day 1.	As per RFP
430		Switch should support min. 50k IPv4 & IPv6 routes each and min. 25k multicast routes in the routing table	Switch should support min. 50k IPv4 & IPv6 routes each and min. 25k multicast routes in the routing table	Read As : Switch should support min. 200k IPv4 & IPv6 routes each and min. 25k multicast routes in the routing table
431		16. Software License and Support for the product shall be delivered without dependence on any specific hardware OEM and license/support shall be from Original software OEM.	We provides Virtualization software license on OEM part codes which are hardware independent. L1 & L2 support comes from OEM and L3 support is given by Virtualization OEM and overall support responsibility lies with OEM only. Please confirm if this is acceptable.	Acceptable
432		43. The proposed solution licenses and support/subscription has to be independent of hardware OEM and support access shall be provided from the original software OEM irrespective of the severity of the problem.	We provides Virtualization software license on OEM part codes which are hardware independent. L1 & L2 support comes from OEM and L3 support is given by Virtualization OEM and overall support responsibility lies with OEM only. Please confirm if this is acceptable.	Acceptable
433		44. The bidder shall propose Support & Subscription services from the Original Software OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 support for Severity 1 issues.	We provides Virtualization software license on OEM part codes which are hardware independent. L1 & L2 support comes from OEM and L3 support is given by Virtualization OEM and overall support responsibility lies with OEM only. Please confirm if this is acceptable.	Acceptable
434		45. The licenses provided shall be portable from one hardware OEM to another hardware OEM in future if required.	OEM provides Virtualization software license on OEM OEM part codes which are hardware independent. L1 & L2 support comes from OEM and L3 support is given by Virtualization OEM and overall support responsibility lies with OEM only. Please confirm if this is acceptable.	Acceptable
435		1. Solution must be available in Virtual environment & can be installed on Server platform. License must be Concurrency on End Point & not on total usage. If total registered device considered, atleast 100 need to consider from day 1 & must be scalable upto 500 devices.	Please change as: Solution must be available in Virtual environment & can be installed on Server platform. License must be Concurrent Licenses for users/devices on the network. If total registered device considered, atleast 100 need to consider from day 1 & must be scalable upto 500 devices.	Read As : Solution must be available in Virtual environment & can be installed on Server platform. License must be Concurrent Licenses for users/devices on the network. If total registered device considered, atleast 100 need to consider from day 1 & must be scalable upto 500 devices
436		3. Should be able to provide role, rule, services, Activity based access to the network	Please remove 'Activity based'.	Read As: Should be able to provide role, rule, services/ Activity based access to the network
437		9. The proposed NAC solution must support network-based profiling	Please remove 'Network based'.	As per RFP

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT				
S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
438		10. The proposed solution should provide support for discovery, network-based profiling, policy-based placement, and monitoring of endpoint devices on the network all within the same appliance	Please remove 'Network based'.	As per RFP
439		11. The proposed NAC solution must support Profiling via Active and Passive collectors like DHCP, SNMP, HCP fingerprinting, HTTP-agent, NMAP, WMI, etc.	Please remove 'HCP'.	Read As: The proposed NAC solution must support Profiling via Active and Passive collectors like DHCP, SNMP, fingerprinting, HTTP-agent, NMAP, WMI, etc.
440		20. The proposed NAC solution must support both Pre- and Post- admission checks and control for network access	Please remove 'and Post-admission'	Read As : The proposed NAC solution must support both Pre/Post- admission checks and control for network access
441		22. The proposed solution should support the following compliance check option like/Similar - Antivirus check - Firewall check - Antispyware check - OS check - Port check - Process check - NetBIOS check - MAC Address check	Please remove 'Port check' and 'NetBIOS check'	As per RFP
442		24. The proposed solution must support automated provisioning and deployment clients remotely	Please remove this point.	This Clause stands deleted
443		26. The NAC agent must support performing policy enforcement directly on the end user machine.	Please remove this point.	This Clause stands deleted
444		28. The proposed solution should allow administrators to create their own device templates. These templates can be used to automatically detect, classify, and associate administrative- defined identities when endpoints connect to the network	Please remove '. These templates can be used to automatically detect, classify, and associate administrative- defined identities when endpoints connect to the network '	Read As: The proposed solution should allow administrators to create their own device templates.
445		34. NAC GUI should support historical data on contextual information externally.	Please remove this point.	This Clause stands deleted
446		35. Solution must integrate with Perimeter device seamlessly using API & based on end user Tags access should be provided	Please change as: 'Solution must integrate with Perimeter device seamlessly using API'	Read As: Solution must integrate with Perimeter device seamlessly using API
447		36. The proposed solution must be VM/Hardware, if hardware it Should support a dedicated RJ-45 Serial Console port or an Out-Of- Band management Interface.	Please change as: 'The proposed solution must be VM/Hardware'	As per RFP
448		4. Switch should have min. 24 x SFP28 (10G), 2 x QSFP28 (100G) or Above	Please change as: Switch should have min. 48 x SFP+ (10G), 6 x QSFP28 (100G) or Above Ports	As per RFP
449		6. Switch should support min. 50k IPv4 & IPv6 routes each and min. 25k multicast routes in the routing table	Please change as: Switch should support min. 200k IPv4 & IPv6 routes each and min. 2k multicast routes in the routing table	Read As : Switch should support min. 200k IPv4 & IPv6 routes each and min. 2k multicast routes in the routing table
450		12. Queuing Algorithms : WRED, Strict Priority and min. 4 hardware queue per port	Please change as: Queuing Algorithms : WRED/ WRR/ DWRR, Strict Priority and min. 4 hardware queue per port	Read As : Queuing Algorithms : WRED/WRR/DWRR,Strict Priority and min. 4 hardware queue per port
451		13. Switch should support protect processor and memory from unnecessary traffic or DoS traffic by control plane protection policy	Please change as: Switch should support protect processor and memory from unnecessary traffic or DoS traffic by control plane protection policy or support control plane QoS policy	Read As: Switch should support protect processor and memory from unnecessary traffic or DoS traffic by control plane protection policy or support control plane QoS policy
452		15. Management Protocols: SNMP v2, SNMP v3, NTP, SSH, CLI/GUI based access, RMON/RMON II, ping, trace, etc.	Please change as: Management Protocols: SNMP v2, SNMP v3, NTP, SSH, CLI/GUI based access, RMON/RMON II/sflow, ping, trace, etc.	As per RFP
453		16. There switch should not have any single point of failure like power supplies and fans etc. should have N+1 inbuilt level of redundancy	Please change as: There switch should not have any single point of failure like power supplies and fans etc. should have N+N inbuilt level of redundancy	As per RFP
454		4. Switch should support for multiple logical interface types like loopback , VLAN, Port Channel, multi chassis port channel/LAG, , etc.	Please change as: Switch should support for multiple logical interface types like VLAN, Port Channel, multi chassis port channel/LAG, , etc.	As per RFP
455		6. Switch should support min. 2,00,000 MAC addresses	Please change as: Switch should support min. 32,000 MAC addresses	Read As Switch should support min. 32,000 MAC addresses
456		10. Switch should support configuration rollback	Please remove this point.	As per RFP

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR (MSI) FOR SUPPLY, INSTALLATION, COMMISSIONING AND O&M OF PKI SOLUTIONS, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT				
S/N	Document Reference (Clause /page)	Content of RFP requiring clarification	Clarification Required	Response
457		13. There switch should not have any single point of failure like power supplies and fans etc. should have N+1 inbuilt level of redundancy	Please change as: There switch should not have any single point of failure like power supplies or fans etc. should have N+N inbuilt level of redundancy	As per RFP
458		14. Switch should be NDPP/NDcPP certified at the time of Bidding	Please remove this point.	As per RFP
459		5. KVM Switch should support absolute mouse synchronization when connected with appropriate modules	Please remove this point.	This Clause stands deleted
460		6. KVM Switch should support VGA, DVI, HDMI and DP interfaces	Please change as: KVM Switch should support VGA/DVI/HDMI/DP interfaces	Read As : KVM Switch should support VGA/DVI/HDMI/DP interfaces
461		8. KVM Switch should support different protocols viz. HTTP, HTTPS, UDP, SNMP, PAP, CHAP, etc.	Please change as: KVM Switch should support different protocols viz. HTTP, HTTPS, SNMP etc.	Read As : KVM Switch should support different protocols viz. HTTP, HTTPS, SNMP etc.
462		9. KVM Switch should supports Strong AES encryption	Please remove this point.	This Clause stands deleted
463		2. Capacity & Scalability: 2. Offered storage array shall be flexible on both Scale-up and Scale-out using array in-built firmware enabled clustering technology. 3. Offered storage array shall be scalable to at-least 24 NVMe Flash drives within the given controller pair chassis.	Please change as: 2. Offered storage array shall be flexible on both Scale-up and Scale-out using array in- built firmware enabled clustering technology. 3. Offered storage array shall be scalable to at-least 24 NVMe Flash drives within the given controller pair chassis and should be scalable to 72 NVMe Flash drives using additional enclosures under the same Controller Pair.	As per RFP

Corrigendum II

CORRIGENDUM in Tender No. GNFC/e-Passport/2022-23/01

Important Information

RFP FOR SELECTION OF MASTER SERVICE INTEGRATOR FOR SUPPLY, INSTALLATION, COMMISSIONING AND OPERATIONS & MAINTENANCE OF PKI SOLUTION, IT INFRASTRUCTURE COMPONENTS AND CONNECTIVITY SERVICES FOR e-PASSPORT PROJECT		
1.	Contract Period	7 years (After Go Live)
2.	Pre-Bid Meeting (Time and Venue)	Completed
3.	Last date and time for submission of queries	Completed
4.	Bid Due date and time	29 th November 2022 at 3:00pm
5.	Opening of Un-priced/Technical bid	29 th November 2022 at 3:30pm
6.	Last date & Time for Submission of Technical bid & EMD in physical form	1 st December 2022 at 3:00pm
7.	Opening of Commercial Bid (Time and Venue)	Will be intimated to the qualified bidders at a later date
8.	Bid security (EMD)	Rs.1,60,00,000/- in favour of "GNFC Ltd."
9.	Performance Bank Guarantee (PBG)	3% of Contract Value (refer Section Performance Bank Guarantee)
10.	Bid Validity	180 Days
11.	Contact person	e-passport@ncode.in

Amendment:

S/N	Document Reference (Clause /page)	Content of RFP clause	Change/Amendment
1	5.3.5. Load Balancer Point No. 2	The solution should have min. 2x1G, 2x1GE, 2x10G ports from day1 with all required transceivers.	To be Read As: The solution must have 4x 10 GE SFP+, 4 x 1GE/G interface with all require transceivers from the day one.
2	5.3.14 Laptop	Addition (Type)	Bidder to offer reputed brand Business Series Laptops
3	5.3.15 Desktop/ Workstation	Addition (Type)	Bidder to offer reputed brand business series Desktops

GNFC Bank Details for Bank Guarantee:

- Name of Account – GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED.
- Account number - 30370500000331
- Type of Account – CASH CREDIT
- Name of the Bank – BANK OF BARODA, S.G. HIGHWAY BRANCH BODAKDEV, AHMEDABAD – 380 054.
- IFSC code – BARB0SGHAHM

1.1. REVISED Implementation Timelines and Penalties

S/ N	Deliverables	TimeLine	Payment (%)	Delay Penalty
1.	Issuance of work Order (T)	Date of Issuance of Work Order		
2.	Signing of contract agreement & Submission of PBG by the Bidder	2 weeks from issuance of work order		For Delay in submission of PBG beyond 15 days from date of issuance of work order. Penalty @ 0.25% per week of PBG value. Beyond 4 weeks delay will forfeit the EMD
3.	Completion of Kick-off meeting	2 weeks from Issuance of Work Order		
4.	Delivery of all ICT Components	$T1 = T + 12$ weeks	30% of sum of Schedule I & Phase A of Schedule II of Price Bid	0.75% of Component Value of Delayed / non-delivered part per week or part thereof. Delay beyond $T + 16$ weeks TENDERER may cancel the contract and forfeit the PBG
5.	Installation and Commissioning of all ICT Components and Links	$T2 = T1 + 3$ weeks	30% of sum of Schedule I & Phase A of Schedule II of Price Bid	0.75% of Total of Schedule 1 of price bid for every delayed week or part thereof Delay beyond $T1 + 5$ weeks TENDERER may cancel the contract and forfeit the PBG
6.	FAT of Phase-A	$T3 = T2 + 4$ Week	40% of sum of Schedule I & Phase A of Schedule	1% of sum total of Phase-A in Schedule II of Price Bid per week or part thereof

			II of Price Bid	Delay beyond 2 weeks TENDERER may cancel the contract and forfeit the PBG
7.	Installation and Commissioning of PKI Phase-B	$T4 = T3 + 4 \text{ Week}$	60% of sum total of PKI Phase-B in Schedule II of Price Bid	1% of sum total of PKI Phase-B in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may cancel the contract and forfeit the PBG
8.	FAT of PKI Phase-B	$T5 = T4 + 2 \text{ Week}$	40% of sum total of PKI Phase-B in Schedule II of Price Bid	1% of sum total of PKI Phase-B in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may cancel the contract and forfeit the PBG
9.	Installation and Commissioning of PKI Phase-C	$T6 = T5 + 4 \text{ Week}$	60% of sum total of PKI Phase-C in Schedule II of Price Bid	1% of sum total of PKI Phase-C in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may cancel the contract and forfeit the PBG
10.	FAT of PKI Phase-C	$T7 = T6 + 2 \text{ Week}$	40% of sum total of PKI Phase-C in Schedule II of Price Bid	1% of sum total of PKI Phase-C in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may cancel the contract and forfeit the PBG
11.	Installation and Commissioning of PKI Phase-D	$T8 = T7 + 4 \text{ Week}$	60% of sum total of PKI Phase-D in Schedule II of Price Bid	1% of sum total of PKI Phase-D in Schedule II of Price Bid per week or part thereof

				Delay beyond 2 weeks TENDERER may cancel the contract and forfeit the PBG
12.	FAT of PKI Phase-D	T9 = T8 + 2 Week	40% of sum total of PKI Phase-D in Schedule II of Price Bid	1% of sum total of PKI Phase-D in Schedule II of Price Bid per week or part thereof Delay beyond 2 weeks TENDERER may cancel the contract and forfeit the PBG
13.	O&M	From Date of Final Go Live	Equated quarterly instalment over O&M Contract period of 7 Years	

10 – REVISED INDICATIVE BOQ & PRICE BID

S/ N	Component	UoM	Quantity	Unit price (W/O Taxes)	Total Price (W/O Taxes)	TAX (%)	Total Price (with Taxes)
			A	B	C=A*B	D	E = C+C*D%
1.	Gateway Device	Nos	4				
2.	Firewalls	Nos	8				
3.	Core Switch	Nos	4				
4.	TOR Switch	Nos	8				
5.	Access Switch	Nos	13				
6.	Load Balancer	Nos	4				
7.	Server Type 1	Nos	14				
8.	Server Type 2	Nos	7				
9.	KVM Switch with Monitor	Nos	2				
10.	SAN Storage	Nos	4				
11.	Backup Solution	No. of hosts	14				
12.	NAS Storage	Nos	2				
13.	Tape Drive	Nos	3				
14.	NTP Appliance	Nos	2				

15.	Desktop	Nos	5				
16.	Laptop	Nos	10				
17.	Type – 1 USB Based Hardware Security Module (HSM)	Nos	5				
18.	Type – 2 Network based Hardware Security Module (HSM)	Nos	6				
19.	Type – 3 Network based Hardware Security Module (HSM)	Nos	16				
20.	Additional Client Lic of Network based Hardware Security Module (HSM)	Nos	84				
21.	Crypto e token	Nos	250				
22.	Crypto e token Authentication client	Nos	250				
23.	Virtualization Software Enterprise edition or higher including operation Manager, Log Analytics & Lifecycle Manager	Nos	28				
24.	Virtualization Software Standard Edition	Nos.	14				
25.	Virtualization Management Software	Nos.	2				
26.	Replication Software & Site Failover	Nos.	1				
27.	NMS/EMS with APM Application – 10	Nos	1				

28.	Antivirus Solution (Server Security)	Nos	120				
29.	Antivirus Solution) (End Point Protection)	Nos	40				
30.	Log Management Tool (SIEM)	Nos.	2				
31.	Database License (Microsoft SQL Standard)	Nos.	6				
32.	Windows Server Standard Latest 16 Core	Nos	16				
33.	Windows Server Datacenter Latest 16 Core	Nos	12				
34.	Network Access Control (NAC)	Nos	2				
35.	PostGre SQL Enterprise Support	Set	1				
36.	Other		1				
Total of Schedule I							

Schedule II									
S/ N	Logical Name	Software	QTY in Prod	QTY in DR	QTY in Test	Unit Price (W/O Taxes)	Total Price (W/O Taxes)	TAX (%)	Total Price (with Taxes)
			A			B	C=A*B	D	E = C+C*D%
Phase-A BOM									

1	Country Signing CA	Entrust Authority Security Manager 10 - Country Signing CA	1	1	1				
		Entrust Authority Security Manager Administration 10	1	0	1				
		Entrust Authority Administration Services 10 – CSR Enrolment Service	1	1	1				
		Bundled Enterprise User Limit	20	0	20				
		Bundled Entelligence Security Provider 10.0 for Windows	10	0	10				
		Additional Enterprise User Limit	30	0	0				
		Additional Entelligence Security Provider for Windows 10	30	0	0				
2	ePassport Services CA	Entrust Authority Security Manager 10 - ePassport Services CA	2	2	1				
		Entrust Authority Security Manager Administration 10	2	0	1				
		Entrust Authority Administration Services 10 – CSR Enrollment Service	2	2	1				

		Bundled Enterprise User Limit	40	0	20				
		Bundled Entelligence Security Provider 10.0 for Windows	20	0	10				
		Additional Enterprise User Limit	60	0	0				
		Additional Entelligence Security Provider 10.0 for Windows	60	0	0				
3	Document Signer	Entrust Authority Document Signing Service 9.0	2	0	1				
		Bundled Enterprise User Limit	2	0	1				
4	QA Verification server	Entrust Inspection System Concentrator 9.0	2	0	1				
		AS V10 (DVWS)	2	0	1				
5	QA Workstation	Entrust Authority Inspection System Client 9.0	2	0	1				
6	DLS & MLS Server	AS V10 (MLS and OTCU Client services)	2	2	1				
7	CRL Copier PKI OnPrem		2	2	1				
1	Entrust Support	Entrust Platinum Support for Issuance for entire contract period	1	1	1				
	3rd Party Components								
	Directory Server - Master		500	500	50				

	Directory Entries								
	Directory Server - Shadow Directory		2	2	1				
Total of Phase-A BOM									
Phase-B BOM									
10	National Public Key Directory	Entrust Authority Administration Services 10 - NPKD Service	2	2	1				
		Bundled Enterprise User Limit	40	0	20				
		Bundled Entelligence Security Provider 10.0 for Windows	20	0	10				
11	PKD-Reader/Writer Server	AS V10 (PKD-Reader and PKD-Writer services)	2	2	1				
1	Entrust Support	Entrust Platinum Support for Issuance for entire contract period	1	1	1				
	3rd Party Components								
	Directory Server - Master Directory Entries		500	500	50				
	Directory Server - Shadow Directory		2	2	1				
Total of Phase B BOM									
Phase-C BOM									
12	Verification & Validation (BAC) – Delhi	Entrust Authority Inspection System Client 9	200	0	1				

		Entrust Inspection System Concentrator 9	4	4	1				
13	DVWS, DV Admin and DVCKM server	AS V10 (DVWS, DVCKM and DV Admin services)	2	2	1				
14	DVWS Front-End Server		2	2	1				
1	Entrust Support	Entrust Platinum Support for Issuance for entire contract period	1	1	1				
Total of Phase-C BOM									
Phase-D BOM									
15	Country Verifying CA (CVCA)	Entrust Authority Security Manager 10 (Standalone)	2	2	1				
		Entrust Authority Security Manager Administration 10	2	0	1				
		Entrust Authority Administration Services 10 - CVCA Admin	2	2	1				
		Bundled Enterprise User Limit	40	0	20				
		Bundled Entelligence Security Provider 10.0 for Windows	20	0	10				
		EA Domestic DV User Cal	500	0	250				
		EA Foreign DV User Cal	500	0	250				
		Additional Enterprise User Limit	60	0	0				

		Additional Entelligence Security Provider 10.0 for Windows	60	0	0				
16	Single Point of Contact Infrastructure	Entrust Authority Security Manager 10 - SPOC CA	2	2	1				
		Entrust Authority Security Manager Administration 10	2	0	1				
		Entrust Authority Administration Services 10 – SPOC	2	2	1				
		Bundled Enterprise User Limit	40	0	20				
		Bundled Entelligence Security Provider 10.0 for Windows	20	0	10				
		Additional Enterprise User Limit	60	0	0				
		Additional Entelligence Security Provider 10.0 for Windows	60	0	0				
17	DVCA	Entrust Authority Security Manager 10 - Document Verifying CA	2	2	1				
		Entrust Authority Security Manager Administration 10	2	0	1				
		Entrust Authority Administration Services 10 - DVCA Admin	2	2	1				

		Enterprise User Limit	40	0	20				
		Entelligence Security Provider 10.0 for Windows	20	0	10				
		Additional Enterprise User Limit	60	0	0				
		Additional Entelligence Security Provider 10.0 for Windows	60	0	0				
18	Services-SPOC CES and CSRES and SPOC Admin and SPOC WS Server	AS V10 (CES, CSRES, SPOC Admin and SPOC WS)	2	2	2				
19	SPOC WS Front-End Server		2	2	2				
1	Entrust Support	Entrust Platinum Support for EAC Issuance for entire contract period	1	1	1				
Total of Phase-D BOM									
Total of Schedule-II (A+B+C+D)									

8.5 Revised - Unpriced BOQ

S/ N	Component	Make	Model
1.	Gateway Device		
2.	Firewalls		
3.	Core Switch		

4.	TOR Switch		
5.	Access Switch		
6.	Load Balancer		
7.	Server Type 1		
8.	Server Type 2		
9.	KVM Switch with Monitor		
10.	SAN Storage		
11.	Backup Solution		
12.	NAS Storage		
13.	Tape Drive		
14.	NTP Appliance		
15.	Desktop		
16.	Laptop		
17.	Type – 1 USB Based Hardware Security Module (HSM)		
18.	Type – 2 Network based Hardware Security Module (HSM)		
19.	Type – 3 Network based Hardware Security Module (HSM)		
20.	Additional Client Lic of Network based Hardware Security Module (HSM)		
21.	Crypto e token		
22.	Crypto e token Authentication client		
23.	Virtualization Software Enterprise edition or higher including operation Manager, Log Analytics & Lifecycle Manager		

24.	Virtualization Software Standard Edition		
25.	Virtualization Management Software		
26.	Replication Software & Site Failover		
27.	NMS/EMS with APM Application – 10		
28.	Antivirus Solution (Server Security)		
29.	Antivirus Solution) (End Point Protection)		
30.	Log Management Tool (SIEM)		
31.	Database License (Microsoft SQL Standard)		
32.	Windows Server Standard Latest 16 Core		
33.	Windows Server Datacenter Latest 16 Core		
34.	Network Access Control (NAC)		
35.	PostgreSQL Enterprise Support		
36.	Other		