RFP Reference No.: EIII/64(6) /Revamp/2023

Request for Proposal (RFP) for

Selection of System Integrator for
Design, Development, Implementation and Maintenance of Foreign Trade Statistics System and Revamping of Campus IT Network for DGCI&S

Directorate General of Commercial Intelligence and Statistics
565, Anandapur, Ward No. 108 Sector– 1, Plot No. 22, ECADP,
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October, 2023

Table Of Contents

Letter of Invitation

The Directorate General of Commercial Intelligence and Statistics (DGCI&S), M/o Commerce and Industry, on behalf of Honourable President of India, invites prospective & eligible participants for their proposals for "**Selection of System Integrator for Design, Development, Implementation and Maintenance of Foreign Trade Statistics System & Revamping of Campus IT Network for DGCI&S**". DGCI&S desires to leverage the state-of-the-art technologies to revamp and modernize its entire IT systems which includes its FTSS software, its website, dashboard, Business Intelligence Module, data dissemination portal, its mobile app as well as the associated hardware infrastructure and its entire Campus IT Network System.

To carry out the same, DGCI&S undertook the initial round of seeking proposals on Expression of Interest (EoI), which is a publicly published competitive shortlisting procedure affording equal opportunity to all interested bidders for shortlisting.

In continuation of the next step, the Request For Proposal (RFP) would be uploaded at Central Procurement Portal (https://eprocure.gov.in) as well as the DGCI&S website, a bidder will be selected amongst the shortlisted entries from EOI responses, as per the QCBS criteria mentioned in the RFP document, as the System Integrator for this project.

Interested Service Providers who meet the pre-qualification criteria of EOI furnished earlier, may send their proposals with all the necessary documents on or before the date and time mentioned in the Factsheet & Critical Dates sub-section through the Central Procurement Portal (https://eprocure.gov.in) only to the

The Directorate General of Commercial Intelligence and Statistics (DGCI&S)

565, Anandapur, Ward No. 108 Sector– 1 ,

Plot No. 22, ECADP, Kolkata, West Bengal 700107

Please note only the shortlisted and eligible entities from EOI responses of "EIII/64(6) /Revamp/2021" dated February, 2023 will be considered for selection as System Integrator for the said RFP as above after due consideration of RFP shortlisting procedure as mentioned in the RFP.

The RFP Document & Eligibility Criteria

a) Bidders must read the complete 'RFP Document'

The above "Letter of Invitation", an integral part of the RFP Document, serves the limited purpose of invitation and does not purport to contain all relevant details for submitting Proposals. 'Tender Information

Summary' (TIS) appended to this letter gives a salient summary of the relevant information, including the Type of BPQ/ Contract and Selection Method to evaluate RFP. Any generic reference to "Letter of Invitation", shall also imply a reference to TIS as well. However, Bidders must go through the complete RFP Document for details before submission of their Proposals.

b) Availability of the RFP Document

The RFP Document shall be published on the e-Procurement Portal (CPPP) for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded RFP Document is free of cost. If DGCI&S happens to be closed on the deadline for the availability of the RFP Document, the deadline shall not be extended. Any query/ clarification regarding downloading RFP Documents and uploading Proposals on the e-Procurement Portal (CPPP) may be addressed to the Help Desk in the eProcurement Portal (please refer to TIS for details).

c) Clarifications

Bidder may seek any clarification of the RFP Document through the e-Procurement Portal (CPPP)/ email before the date and time stipulated in TIS (or, if not mentioned, before 14 days of the deadline for the proposal submission). This deadline shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained.

d) Eligibility and Qualification Criteria for Participation in this RFP

The shortlisted Bidder must continue to meet the eligibility and qualification criteria prescribed in the preceding EOI document (EIII/64(6) /Revamp/2021" dated February, 2023) as of the date of his Proposal submission and should continue to meet these criteria till the award of the contract. To this extent, the relevant portions of the EOI Document and the Bidder's submissions thereto shall be deemed part of this RFP process.

e) Purchase Policy of DGCI&S

Only Eligible entries from EOI responses (EIII/64(6) /Revamp/2021" dated February, 2023) are required to participate.

Tender Information Summary (TIS)

Shortlisted Bidders from whom Proposals are exclusively Invited		
Preceding EOI Process	EIII/64(6) /Revamp/2021" dated February, 2023	
Sr No.	Bidders	Address
1.	Tata Consultancy Services Limited	4th and 5th Floor, PTI Building,4, Parliament Street, New Delhi -110001, India

2.	IBM India Private Limited	4th Floor, Infinity Tower-A, Building No 8, DLF Cyber City Phase 2, Gurgaon 122002, India
3.	CMS Computers Ltd	70 Lake Road, Kaycee Industrial Compound, Bhandup (West), Mumbai - 400078, Maharashtra, India
4.	Accenture Solutions Pvt Ltd	Plant 3, Godrej & Boyce Complex, LBS Marg, Vikhroli West, Mumbai-4000079

1.0 Basic Tender Details			
Tender Title/ Name of Assignment	Selection of System Integrator for Design, Development, Implementation and Maintenance of Foreign Trade Statistics System and Revamping of Campus IT Network for DGCI&S		
Tender Reference Number	RFP No./ EIII/64(6) /Revamp/2023	Tender ID	*[Fill]*
Tender Type	RFP - Limited Tender	Tender Category	Goods & Services
No. of Covers	One Cover	Product Category	Electrical Goods/Equipment & Information Technology Services
Selection Method	QCBS	Appointing Authority for Arbitration	*HoD / DG, DGCI&S*
[1]Form of BOQ/ Contract	*[Mention as appropriate - Time-based (inputs admeasurement) or Lumpsum or Unit-Rate (Output admeasurement) or Percentage-Based]*		
Organization:	DGCI&S	The Procuring Entity:	DGCI&S
Authority on whose behalf RFP is invited	President of India	Through the	*HoD / DG, DGCI&S*

2.0 Critical Dates			
For the schedule of dates for the Pre-proposal Conference, if any, please refer to Point 6.0 below			
Published Date	*As per CPP portal*	Proposal Validity (Days from the date of Proposal Opening) – Clause 2.14	180 Days
Document Download Start Date & Time	*As per CPP portal*	Document Download End Date & Time	*As per CPP portal*

Clarification Start Date & Time	*As per CPP portal*	Clarification End Date & Time	*As per CPP portal*
Proposal Submission Start Date & Time	*As per CPP portal*	Proposal Submission Closing Date & Time	*As per CPP portal*
Proposal Opening (techno-commercial Proposal) Date & Time	*As per CPP portal*		
Technical Proposal Presentation / Customers Testimonials	To be intimated later	Proposal Opening (Financial Proposal) Date & Time	To be intimated later

3.0 Terms of Reference(Section 3-7)

Consignee/ State:	West Bengal	GSTIN Code of Consignee	*????*
Period of Contract	18 Months+6 Months Warranty+60 Months Comprehensive AMC		
Service Details:	AS per section 3-7 of RFP		

4.0 Obtaining the RFP Document and clarifications

eProcurement and Procuring Entity's Portal and helpdesk	https://eprocure.gov.in/eprocure/app	0120-4001 002; 0120-4001 005; 0120-6277 787 or support-eproc@nic.in
	Directorate General of Commercial Intelligence and Statistics, 565, Anandapur, Ward No. 108 Sector– 1, Plot No. 22, ECADP, Kolkata, West Bengal 700107 www.DGCI&Skol.gov.in	
Cost of RFP Document (INR)	Nil	
Office/ Contact Person/ email for clarifications	Shri Srijan Acharya Deputy Director Email: s[dot]acharya[dot]DGCI&S[at]gov[dot]in Mob: 98737 25055	

5.0 Pre-Proposal Site Visit (Clause 2.39)

Is a Pre-Proposal Site Visit proposed to be held?	Yes
Place, time, and date of the Pre-Proposal Conference	To be Decided

6.0 Pre-Proposal Conference (Clause 2.6)

Is a Pre-Proposal Conference proposed to be held?	Yes
Place, time, and date of the Pre-Proposal Conference	*As per CPP portal*
Place, time, and date before which Written queries for the Pre-Proposal conference must be received	*As per CPP portal*

Place, time, and date before which registration of participants for the Pre-Proposal conference must be received	*As per CPP portal*		
6.0 Preparation and Submission and Opening of Proposals (Clause 2.22, 2.23 and 2.18)			
Proposals to be addressed to	President of India, Through Head of Procurement, DGCI&S		
Instructions for Online Proposal Submission	https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page		
Language of Submission	English	Bid Validity	180 days from Bid opening date
Proposal Opening Place	On e-Procurement Portal (CPPP) mentioned above		
7.0 Documents relating to Bid Security (Clause 2.12,2.13 & 2.40.2) and Performance Security (clause 2.13)			
Bid Security (EMD) Amount in INR:	Rs 10000000	Is Bid Securing Declaration permitted in lieu of Bid Security	No
Performance Security	5% of Order value	Bid/ Performance Security to be addressed/ in favor of	Director General, DGCI&S
Form of Bid/ Performance Security	Bank Guarantee from any of the Commercial Banks		

Note:-

- Notice of any changes will be provided through e-mail from designated contact personnel only or website publishing.
- Further, Financial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.
- All data / information, submitted vide documentary proofs / company records along this RFP, must be reported & will be treated as on date of publication of this RFP.

Sections of RFP Document

This RFP is broadly organized into sections as follows:

Section Number	Description

Section 1:	Introduction
Section 2:	Instruction to the Bidders
Section 3:	Scope of Work
Section 4:	Scope of Work during maintenance
Section 5:	Deliverables and Timelines of the Project
Section 6:	Key Personnel required for the Project
Section 7:	Service Level Agreement & Penalty clauses
Section 8:	Bid Evaluation Methodology
Section 9:	Financial Terms and Conditions
Section 10:	Other Terms and Conditions
Section 11:	Knowledge Transfer & Exit Management
Section 12	Indicative Architecture, Tentative BOM and Technical Specifications
Section 13	Annexures Format

Glossary

Sl. No.	Abbreviation	Description
1.	AI	Artificial Intelligence
2.	AMC	Annual Maintenance Cost / Charges
3.	BoM	Bill of Material

4.	BoQ	Bill of Quantity
5.	CBIC	Central Board of Indirect Taxes and Customs
6.	CSP	Cloud Service Provider
7.	DBA	Database Administrator
8.	DC	Data Centre Site
9.	DGCI&S	Directorate General of Commercial Intelligence and Statistics
10.	DMZ	De-Militarized Zone
11.	DNS	Domain Name System
12.	DR	Disaster Recovery Site
13.	EMD	Earnest Money Deposit
14.	EQI	Equated Quarterly Instalments
15.	FRS	Functional Requirement Specifications
16.	FTSS	Foreign Trade Statistics System
17.	GFR	General Financial Rules
18.	GIGW	Guidelines for Indian Government Websites
19.	GUI	Graphical User Interface
20.	INR	Indian Rupee
21.	IPMP	Implementation Project Management Plan
22.	ISO	International Organization for Standardization
23.	ISP	Internet Service Provider
24.	ITCHS	Indian Trade Classification based on Harmonized System
25.	LoA	Letter of Award
26.	MIS	Management Information System
27.	ML	Machine Learning
28.	MSME	Micro, Small & Medium Enterprises

29.	NDA	Non-Disclosure Agreement
30.	OEM	Original Equipment Manufacturer
31.	OS	Operating System
32.	PBG	Performance Bank Guarantee
33.	PDU	Power Distribution Unit
34.	PMU	Program Management Unit
35.	QA	Quality Assurance
36.	QCBS	Quality cum Cost-Based Selection
37.	QOS	Quality of Service
38.	RACI	Responsible, Accountable, Consulted, and Informed
39.	RAID	Redundant Array of Independent Disks
40.	RAM	Random Access Memory
41.	RCA	Root Cause Analysis
42.	RDBMS	Relational Database Management System
43.	RFP	Request for Proposal
44.	RPO	Recovery Point Objective
45.	RTO	Recovery Time Objective
46.	SAN	Storage Area Network
47.	SDLC	Software Development Life Cycle
48.	SDS	Software Design Specifications
49.	SI	System Integrator
50.	SLA	Service-Level Agreement
51.	SME	Standard Operating Procedure
52.	SOP	Statement of Purpose

53.	SOW	Scope of Work
54.	SPOC	Single Point Of Contact person
55.	SRS	Software Requirement Specifications
56.	TCO	Total Cost of Ownership
57.	TRS	Technical Requirement Specifications
58.	UAT	Unit Acceptance Testing
59.	UI	User Interface
60.	UPS	Uninterrupted Power Supply
61.	UX	User eXperience
62.	VPN	Virtual Private Network
63.	WBS	Work Breakdown Structure
64.	OFC	Optical Fiber Cable
65.	LAN	Local Area Networking
66.	UTP	Unshielded Twisted Pair
67.	I/O	Input/Output
68.	LIU	Light Interface Unit
69.	PDU	Power Distribution Unit
70.	OTDR	Optical Time Domain Reflectometer
71.	PVC	Polyvinyl Chloride
72.	SFP	Small Form-Factor Pluggable
73.	1G/10G	1 Gigabyte/10 Gigabyte
74.	LC	Lucent Connector
75.	LSZH	Low Smoke Zero Halogen
76.	SM	Subscriber Module

77.	WAP	Wireless Access Point
78.	NMS	Network Management Service
79.	POE	Power Over Ethernet
80.	KVA	Kilo-Volt-Amperes
81.	IT	Information Technology
82.	OS2	Optical Single Mode Fiber Type 2(Higher Performing)
83.	TACACS	Terminal Access Controller Access Control System
84.	RADIUS	Remote Authentication Dial-In User Service
85.	RIP	Routing Information Protocol
86.	OSPF	Open Short Path First
87.	BGP	Border Gateway Protocol
88.	VRRP/HSRP	Virtual Router Redundancy Protocol/ Hot Standby Router Protocol
89.	WRR	Weighted Round Robin
90.	DSCP	Differentiated Services Code Point

Interpretation: The terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document. The terms "SI" and "Bidder" have been used interchangeably throughout this RFP.

Section 1

Introduction

1. Introduction

The Directorate General of Commercial Intelligence and Statistics (DGCI&S), M/o Commerce and Industry, is the premier organisation for compilation and dissemination of all trade related statistics of India. For this task, over time, it has created a Data Centre (DC) and a Data Recovery (DR) centre and has been implementing IT solutions for day-to-day work through the FTSS software package developed and maintained by its own officers. It also has a number of channels for dissemination of information such as the website, Data Dissemination Portal, the Exim Analytics Dashboard, World Trade Analytics, Indian Trade Journal and the mobile app -DGCI&S Exim.

1.1 Project Background

Considering the current advancements in terms of Open-Source Technologies and applications of emerging technologies, the Directorate General of Commercial Intelligence and Statistics (DGCI&S) desires to revamp its present IT systems and its current campus IT network.

1.2 Project Objectives

DGCI&S intends to select a System Integrator (SI) for the re-development of its legacy Foreign Trade Statistics System (FTSS) application in Open-Source technologies, migrate its existing databases from Oracle to an open-source database system, host all or some of its other applications and databases in any MeitY empanelled cloud, incorporate Artificial Intelligence / Machine Learning principles while modifying / redeveloping its application and revamping of its existing campus IT network **without compromising on the efficiency and security aspects of the applications and databases**. The contract duration would be for a period of 7 years , i.e., 84 months (18 months for Development and Go-Live + 6 months of warranty + 5 years of Comprehensive

18

Annual Maintenance) on TCO (Total Cost of Ownership) basis with the following objectives and envisaged outcomes that the Service Integrator has to ensure throughout the contract period.

- ✓ Establish effective and efficient Infrastructure monitoring & management practices to ensure reliability, availability, quality of services and security of the Information systems in on-premises as well as cloud environment
- ✓ Design and Develop the Foreign Trade Statistics System (FTSS) application and other applications in Open-Source Technology stack.
- ✓ Host the newly designed FTSSv2 application(including database) and Machine Learning Module in local DC site.
- ✓ Host the other applications related to dissemination channels in MeitY empanelled cloud platform.
- ✓ Procure, Supply, install, commission, maintain, manage and support the IT infrastructure required for the DC site .
- ✓ Procure, set up, install, configure, manage application servers, database servers/storage in the cloud environment.
- ✓ Commission and maintain DR Backup platform in NIC Cloud.
- ✓ Incorporate/adhere the security and Interoperability guidelines, i.e., MeitY guidelines for safety and security norms, during the contract
- ✓ Ensure compliance to the audits and the observations of regulatory bodies.
- ✓ Observe best practices required to Operate, Maintain, Manage, Support and Service.
- ✓ Procure, Supply, Install, Commission, Manage & Support of campus IT network and upgradations thereof.

1.3 Overview of DGCI&S's ICT Infrastructure

Currently, DGCI&S has centralized setup with Data Centre [DC] and Disaster Recovery [DR] Site at its premises in Kolkata. All applications are hosted at Data Centre, Kolkata and are accessed by all end users over LAN. All the sections/units of the DGCI&S office are connected through LAN. Following provides a brief overview about DGCI&S's present IT infrastructure:

1.3.1. Network

The network infrastructure of DGCI&S primarily consists of the following items

- • **Core-Switch:** Core switches are backbone of whole network system of DGCI&S and are responsible for routing and forwarding at the highest level. DC to DR connectivity is established by DC to DR site core switch. The core switch is configured in VSS (Virtual Switching System) mode which provides fault tolerance and high availability.

- **Fortinet Firewall:** Fortinet Firewall is configured in High Availability mode; it provides security and protection to whole DGCI&S network with its rich set of security policies and antivirus feature, cisco ASA is between server farm switch to core switch which provides add-on security to server.

- **DMZ:** All web applications are broadcasted to public network via DMZ network of firewall in order to provide security to web applications.

- **Active Directory:** All clients are joined in domain and each user is authenticated with AD server and different authorization and access level are defined at this server.

- **Oracle Database:** Production and Warehouse oracle database is configured as 2 node RAC (Real Application Cluster), which provides High Availability, Fault Tolerance and Load balancing.

- **Oracle Golden Gate:** Database objects are being replicated with Oracle Golden Gate utility between DC and DR.

- **Oracle WebLogic:** Oracle Forms and Business Intelligence Application runs on the WebLogic (middleware) Server

- **SPARC T7-1 Server:** DGCI&S has four SPARC M7 processor based T7-1 servers for Production Environment.

- **Oracle FS1-2 Storage:** DGCI&S currently has two FS1-2 Storage for DC-DR environments. The Oracle FS1-2 flash storage system delivers enterprise-grade storage capabilities that are optimized for flash media and engineered with Oracle software.

- **Symantec NetBackup:** It is backup solution from Symantec v7.7.3, which is used to run automated backup and restore functions in Tape devices. Oracle X5-2 server is used as a backup Server & SL150 as a tape drive.

- **LDOM: Solaris:** LDOM is a server virtualization and partitioning technology that is used to host multiple instances of Solaris virtual machines (VMs) on an Oracle server. Solaris 11.3 is used as OS in production environment.

- **Brocade SAN S/W:** SAN switch is used to connect servers, storage and tape library in SAN environment.

- **LDAP:** LDAP Server is used to authenticate Internet Users.

- **Wide Area Network**

  Presently DGCI&S has two connectivity modes, through primary (Tata) and secondary (Sify) Internet Service Providers (ISPs).

- **Local Area Network**

20

In DGCI&S' office the LAN is based on Layer 3 and Layer 2 switches. The switches used at the different floors of the office buildings are managed. All switches are property of DGCI&S and are under AMC with respective vendors.

The following diagrams provide a broad overview of the ICT Infrastructure currently at work in DGCI&S:

IT Infrastructure Diagram (DC/DR)

21
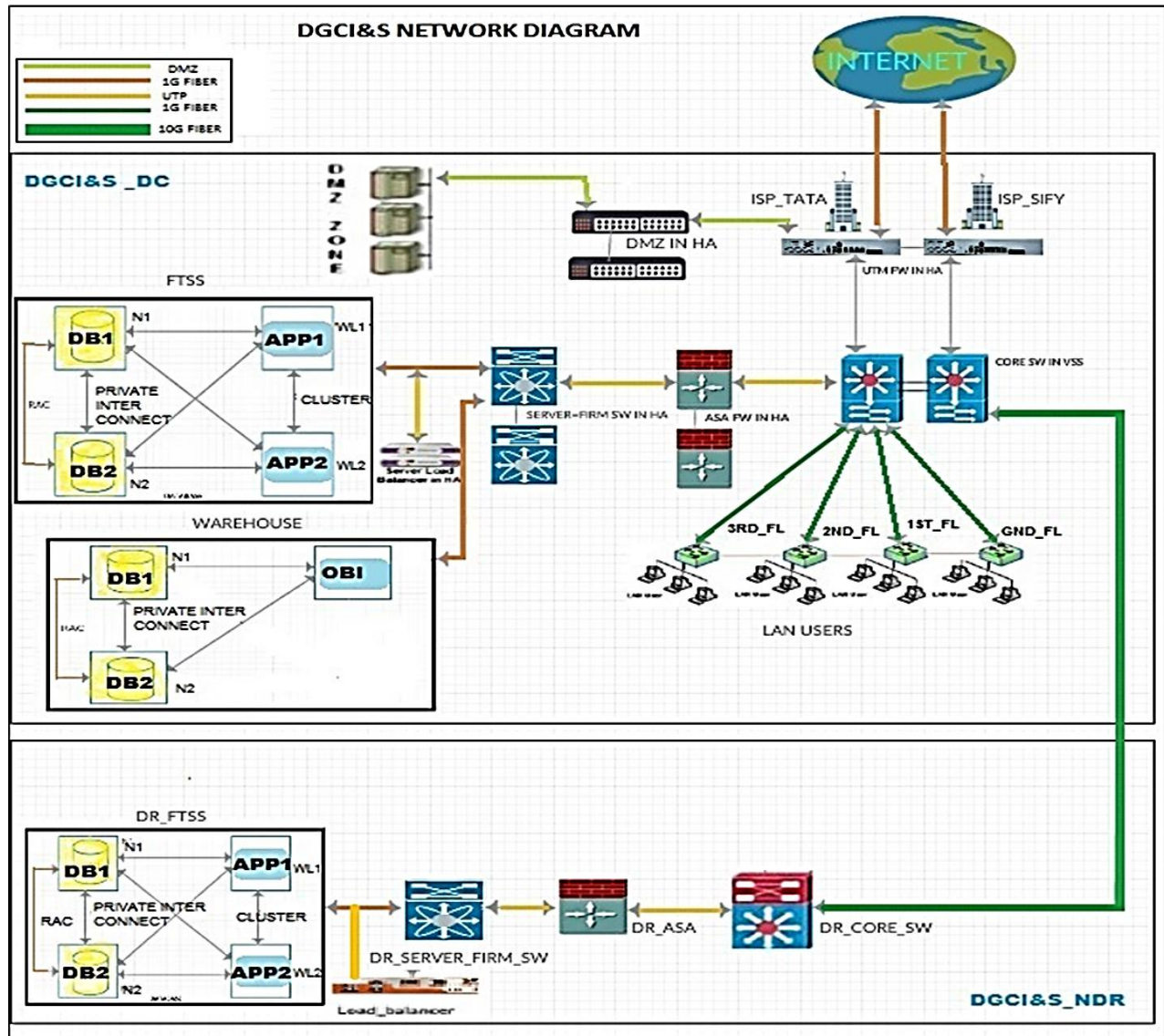
Production & Warehouse Database and WebLogic Application Server Architecture
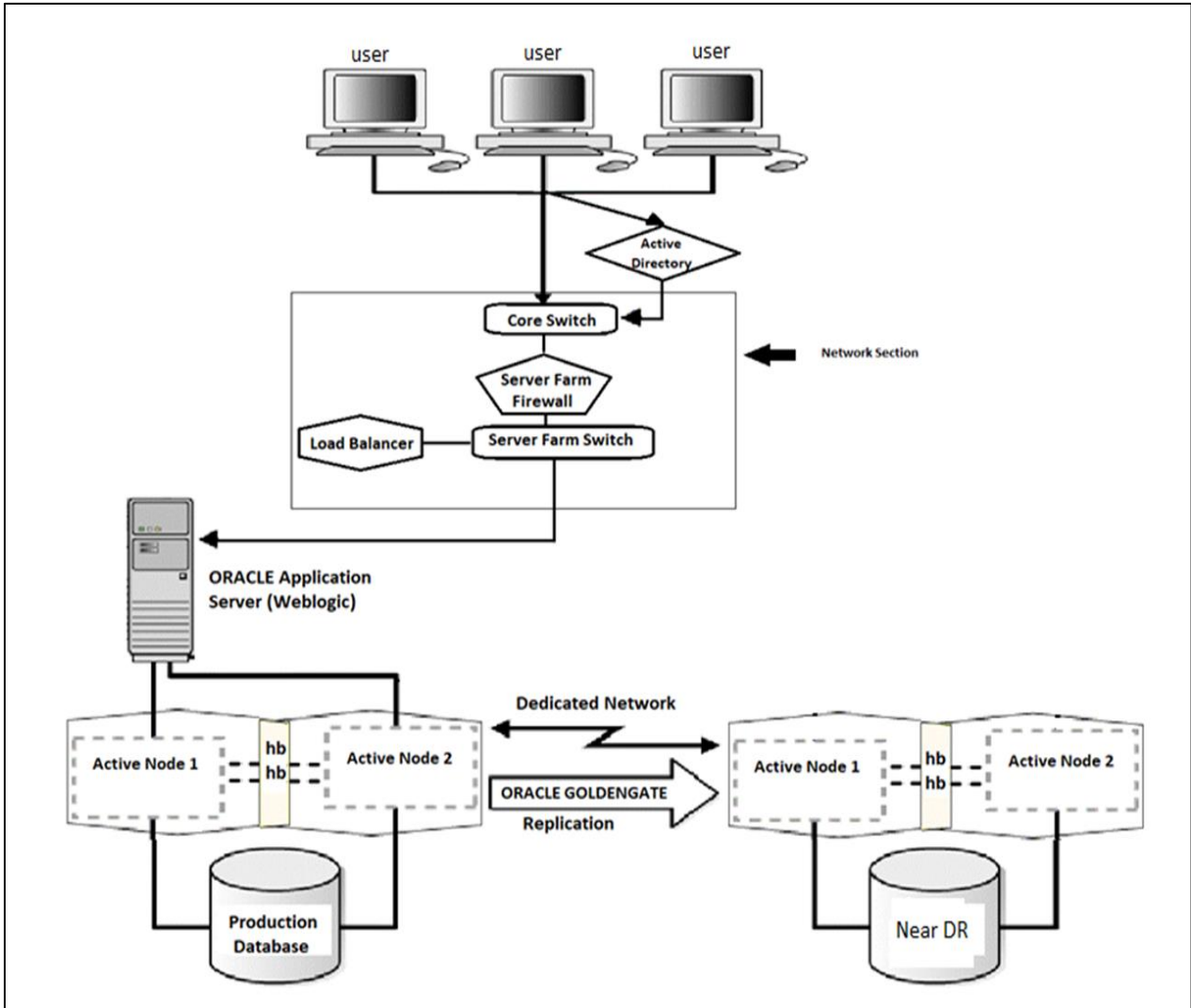
Server & Storage Architecture- DC
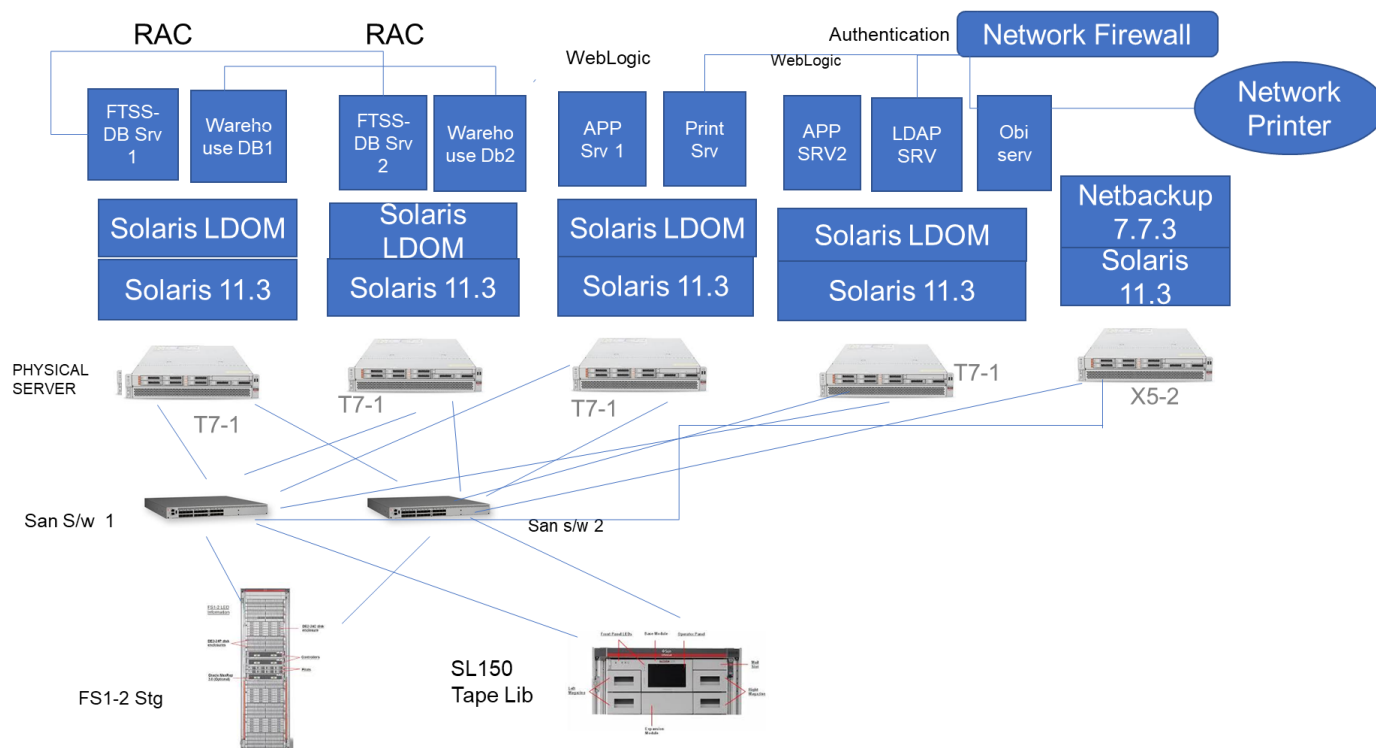
A brief on the data processing work

On a daily basis, Foreign Trade Data are received by DGCI&S from Customs and SEZs in the form of Daily Trade Returns (DTRs) which are part of Shipping Bills (for Export) and Bills of Entry (for Import). After validation, foreign trade data are disseminated in various ways – in the form of Quick Estimates and Press Note released by the Department of Commerce on the 15th of every month for the preceding month, Principal Commodity Group by country level information for the Brochure publication, 8-digit commodity level publication for Monthly Statistics of Foreign Trade of India (MSFTI) and quarterly 8-digit level publication SFTIC (Statistics of the Foreign Trade of India by Countries).

Following is a workflow-based representation of the data processing mechanism being followed: The current IT application landscape of DGCI&S consists of the following elements,
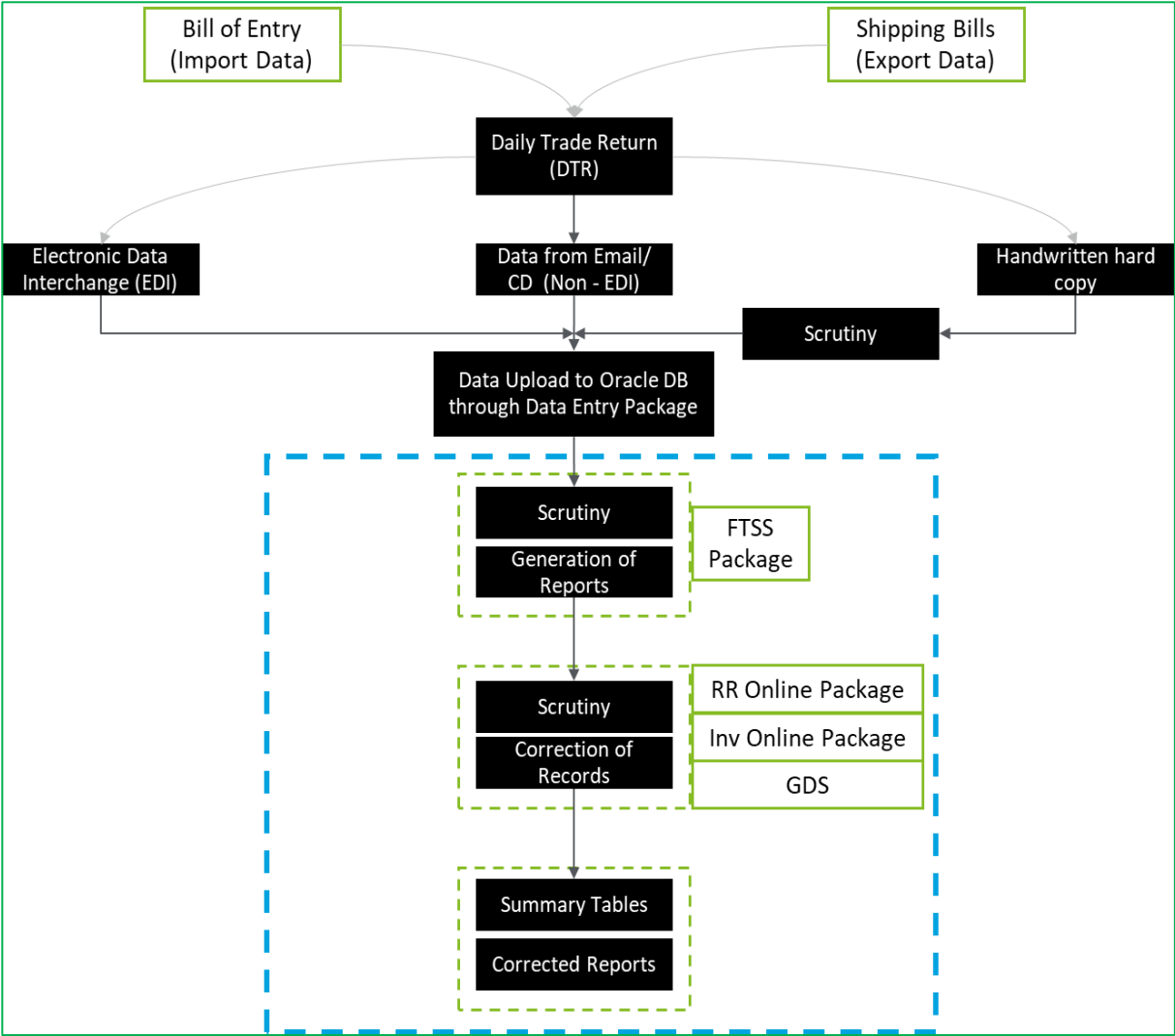
1.3.2 Software packages

Internal Data Processing Software packages include:

Sl. No.	Package Name	Functionality
1.	FTSS RAC	The FTSS RAC package is used to prepare the exception reports, summary tables and reports as well as upload the approved data into the system.
2.	RR_Online	The package is used for tallying record to record entries in trade data corresponding to Standard units, Quantity and Rate errors.
3.	Inv_Online	Used to identify and correct Invalid Country and Commodity Code errors in trade (Export and Import) data.
4.	Group Dump System	Used to correct errors in trade data corresponding to Standard units, Quantity and Rate errors which may have been missed at RR stage.
5.	Data Entry Package	Used for uploading manual data into the Export and Import DTR Table.

I. Database Licenses

Sl. No	Product Description	License Type	Version	RAC Cluster
1	Oracle Database Enterprise Edition ATS for Oracle 10g software, oracle database EE Processor perpetual license	Perpetual license	12.1.0.2.0	Yes
2	Oracle Database Enterprise Edition (Perpetual License)	Perpetual license	12.1.0.2.0	Yes
3	Oracle Database Enterprise Edition (Oracle Business Intelligence Suite Foundation Edition - Processor Perpetual License)	Perpetual license	12.1.0.2.0	Yes
4	Oracle Database Standard Edition (Oracle ATS of Oracle Database SE Oracle 1 - Click Ordering Programmed U0073er plus Perpetual License with Back Support	Perpetual license	11.2.0.1.0	No
5	Oracle Database Standard Edition Oracle ATS for providing on-site maintenance support of SUN Fire X4170 server		11.2.0.1.0	No
6	Oracle Database Enterprise Edition (Web logic) (Perpetual License) Golden Gate (Perpetual License)		11.2.0.1.0	No

II. Existing Database Details

Database details	Remarks
General information	
Version of Oracle database	12.1.0.2.0
Edition of the database: Standard / Enterprise	Enterprise
Database Size	1.5 TB
Peak time of database usage during the day	Peak Time: 10:30 - 14:00
Configuration of database in High Availability (HA) mode	Yes
Database growth size (daily & monthly)	Daily: 0.58 GB Monthly: 17.43 GB
Current Database Transaction Load - Peak	12
Current Database Transaction Load - Concurrent	7
Count of Users access DB Server concurrently	50-70
Infrastructure	
Operating system used for the database	Oracle Solaris 11.3
Usage of replication tools such as Oracle Golden Gate, Quest Share Plex, or Oracle Streams	Oracle Golden Gate replication tool is used

III. Data Dissemination Channels

Currently, DGCI&S has the following channels for dissemination of finalized data for the public:

1. Data Dissemination Portal

2. Exim Analytics Dashboard

3. World Trade Analytics

4. Indian Trade Journal

5. DGCI&S Website

6. Exim Mobile App

1. Data Dissemination Portal: The Data Dissemination Portal is the main channel for dissemination of finalized data to the public. The application is connected to an Oracle database containing the finalized MSFT data (ITCHS wise, country wise and port wise export and import figures) for each month till the latest month. Any user can login to the portal as a guest, run a query on the database and see the number of records fetched by the query. Thereafter, the user is given an option to pay, through Bill Desk for the data on a per-record basis, and once the payment is made the data can be downloaded from the portal. Frequent users can have credentials created by DGCI&S and make advance payments for data downloading. The charges for downloading for frequent users is automatically debited from their account.

Portal link -   http://ftddp.DGCISkol.gov.in/

2. Exim Analytics Dashboard: This, as the name suggests, presents a dashboard with basic charts and diagrams related to Exim trade. The user can analyse various scenarios by deep diving into the data through this dashboard.

Portal link - http://www.eximanalytics.DGCISkol.gov.in/DGCIS/EXIM-Analytics#/home?_g=()

3. World Trade Analytics: This module runs on Oracle BI platform and provides an opportunity to users to do trade analytics on the platform itself, with the help of indicators / indices.It uses the trade data of India from DGCI&S as well as world trade data from the Comtrade platform to arrive at indicators.

Link: http://da.DGCISkol.gov.in/bi-security-login/login.jsp

4. Indian Trade Journal : DGCI&S publishes the Indian Trade Journal every week(Every Wednesday) to inform the Indian commercial community on the newest business possibilities both domestically and internationally. This unique govt. of India publication is the only official journal for publication of tenders of all government of India organisations.

Link: www.itj.dgciskol.gov.in/itj

4. DGCI&S Website: The website is main channel of dissemination of information regarding DGCI&S. Apart from information, few publications, which are not disseminated through other channels, are also disseminated through the website. There is an admin dashboard which is used internally for uploading of files and other information to the website, as well as for periodic maintenance of the website.

Link: http://www.DGCISkol.gov.in/

5. Exim Mobile App: This is the app version of the Exim Analytics Dashboard. The name of the app is DGCI&S EXIM. Through the app a user can mine through current and historical data pertaining to commercial intelligence and statistics on the go. It provides information in the form of numbers and figures, graphs and plots and one can simply browse through years of data, and compare information from various periods and sources. If one wants such data offline, this app has a facility to email the reports.

Available at - https://play.google.com/store/apps/details?id=com.DGCIS.exim&hl=en_IN&gl=US

1.3.3 DGCI&S's Campus IT Network Infrastructure

A brief on DGCI&S's current Campus IT Network Infrastructure:-

The IT network Infrastructure of DGCI&S Campus which was installed in the year 2010, runs with user level CAT6 UTP and switch level a combination of Fiber & CAT6 UTP. The present network's goal is to offer fundamental ICT and networking infrastructure for all applications and initiatives. It gives its users access to data, IP-voice, video conferencing, Wi-Fi, and the Internet. It is necessary to guarantee that the Network should operate seven days a week. In the existing network there are 24 nos switches,27 nos Wireless Access Points in the entire campus building of G+3 floors to provide access

for user level data and internet connections. The rack to rack network is laid in cable trays running in each floor . There are approx 767 nos user connection points in all (G+3) floors(roughly-the data may vary).It is envisaged to upgrade the network infrastructure according to current trends and technology and proposal is required from SI for the same.

The current inventory of the active components are as under (illustrative only)

Sl No	Type	OEM	Model No	Qty
1	Network Switch	Cisco	WS-C2960-24TC-L	12
2	Network Switch	Cisco	WS-C2960-48TC-L	4
3	Network Switch	Cisco	WS-C2960G-24TC-L	1
4	Network Switch	Cisco	WS-C2960G-48TC-L	3
5	Network Switch	Cisco	SG-300-52P	1
6	Network Switch	Cisco	SF 300-24P	2
7	Network Switch	Cisco	SG300-28PP-K9	1
8	Access Point	Motorola	Motorola-AP-6511	27
9	12 U Rack	Rittal	Not Available	11

The IT network diagram of the current network is as under (illustrative only)

CAMPUS NETWORK DIAGRAM
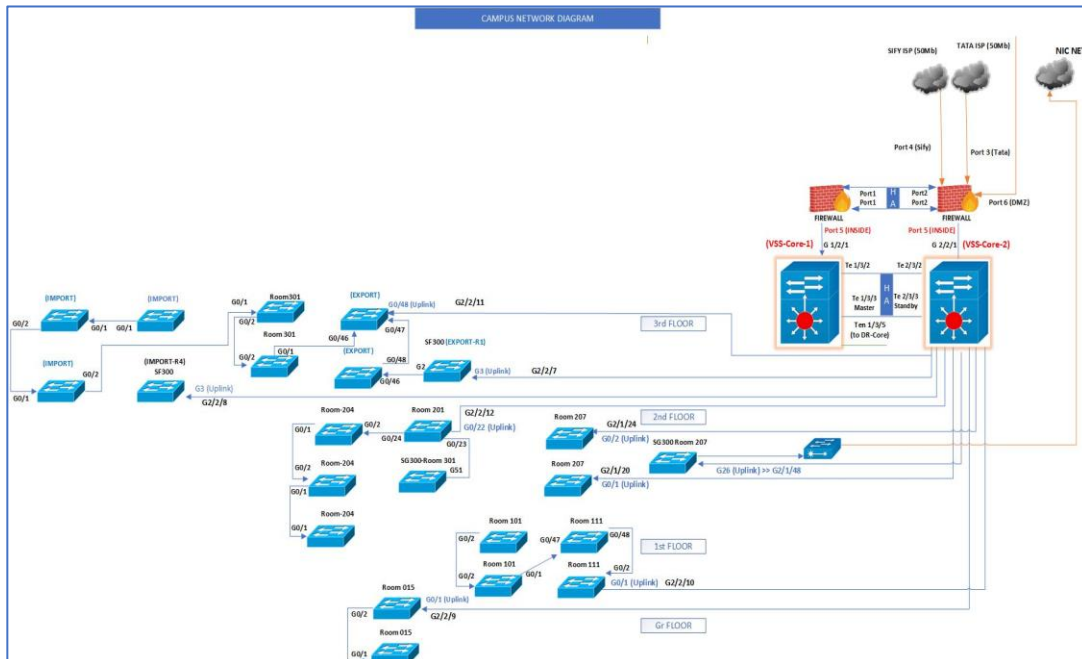
Section 2

Instruction to Bidders

2. Instruction to Bidders

2.1 General

a) This 'RFP Document' Document (hereinafter referred to as 'the RFP Document') details the terms and conditions for entering a contract for delivery of the "**Design, Development, Implementation and Maintenance of Foreign Trade Statistics System & Revamping of Campus IT Network for DGCI&S** " (hereinafter called 'Goods & Services' described in Section 3-7 of this RFP. The ' Goods & Services' may include Goods and other Services if so indicated. In this RFP Document, any generic reference to 'Goods & Services' shall be deemed to include such Goods and other Services. Proposals are invited exclusively from the Bidders shortlisted (hereinafter called 'the Bidder' or 'Bidder') in the preceding EOI process.

b) Proposals are to be addressed to the President of India through the Head of Procurement of DGCI&S (headed by Director General, DGCI&S). The Tender Inviting Authority (TIA) is HoD/ DG, DGCI&S and he may designate, as required, a counterpart Contract Manager (or Contract Management Team); and Paying authority who shall discharge the designated function during contract execution.

c) The 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 may result in the rejection of its bid and will be at the bidder's own risk.

d) All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by DGCI&S, will be borne entirely and exclusively by the Bidder.

e) No binding legal relationship will exist between any of the Bidders and DGCI&S until execution of a contractual agreement.

f) Each Bidder acknowledges and accepts that DGCI&S may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible System Integrator. The RFP document will be part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Bidder.

g) Every Bidder will, by submitting the Bid in response to this RFP, be deemed to have accepted the terms of this RFP, the subsequent corrigendum if published and the Disclaimer. However, if there are any critical suggestions the same may be discussed with DGCI&S.

h) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

i) DGCI&S reserves its right to accept or reject any or all Proposals, abandon/ cancel the Procurement Process, and issue another EOI/ RFP for the same or similar Services before the award of the contract. It would have no liability to the affected Bidder(s) or any obligation to inform them of the grounds for such action(s).

j) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
   - include all documentation specified in this RFP;
   - follow the format of this RFP and respond to each element in the order as set out in this RFP; and
   - comply with all requirements as set out within this RFP.

k) Bidders are required to direct all communications related to this RFP, through the nominated Single Point of Contact (SPOC) person, mentioned below:

Name: Shri Srijan Acharya	**Email ID:** s[dot]acharya[dot]DGCI&S[at]gov[dot]in
Designation: Deputy Director	**Contact number**: 98737 25055

l) All inputs, relevant project data, and reports required for preparing the Bidder's Proposal shall be included in the Bid Document. Utilities or facilities (Transport, Access to IT Services etc.) shall NOT be provided by DGCI&S to the successful Bidder. However DGCI&S may provide sitting Room for the personnel of successful Bidder subject to availability of the said facility.

m) DGCI&S may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.

n) Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

o) If DGCI&S, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then DGCI&S reserves the right to communicate such response to all Bidders.

p) Queries / Clarifications, if any, may be taken up with the contact persons detailed above before the deadline for submission of bids between 10.00 am to 5.00 pm on any working days (Monday to Friday, except holidays).

q) DGCI&S may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.

r) Bidder should not have been blacklisted / debarred from participation in the Bid process by any of the Govt. Departments (Central or State)/ PSUs/ DGCI&S/ Financial Institutes in India.

2.2 Sections of RFP Document

The RFP Document contains the following sections:

1) Section 1: Introduction
This section contains the background & objective of the project "**Design, Development, Implementation and Maintenance of Foreign Trade Statistics System & Revamping of Campus IT Network for DGCI&S"** and is part of Terms of Reference (TOR).

2) Section 2: Instructions to Bidders
This section provides the relevant information as well as instructions to assist the Bidders in preparing their proposals. It also includes the mode and procedure adopted for receipt/ opening, evaluation of Proposals, and contract award. Bidders must fill up the Annexure X: 'Terms & Conditions-Compliance', regarding any proposed deviations from these Sections.

3) Section 3: Scope Of Work
This section covers the Terms of Reference (TOR) covering description/ scope, deliverables/ outcomes of the project during procurement & implementation. Bidders must fill up Annexure P: 'Comments and Suggestions on the Scope of Work, Scope of Work during Operations & Maintenance, Key Personnel'.

4) Section 4: Scope of Work during Operations & Maintenance
This section covers the Terms of Reference (TOR) covering description/ scope, deliverables/ outcomes of the project during maintenance phase. Bidders must fill up Annexure P: 'Comments and Suggestions on the Scope of Work, Scope of Work during Operations & Maintenance, Key Personnel'.

5) Section 5: Deliverables & Timeline
This section covers the Terms of Reference (TOR) covering timelines of deliverables/ outcomes of the project.

6) Section 6: Key Personnel
This section covers the Terms of Reference (TOR) on the team composition, expertise, experience and professional qualifications required for each Key Experts/Personnel. Any generic reference to TOR shall imply a reference to this section as well.

7) Section 7: Service Level Agreement and Penalty
This section covers the terms & conditions of service level agreement between the successful Bidder & DGCI&S. Bidders must also fill up Annexure G: 'Service Level Agreement'.

8) Section 8: Bid Evaluation Methodology
This section stipulates the scoring scheme for evaluating various technical criteria. These may cover scoring of criteria relating to the Bidder's experience, Technical Approach and Methodology, understanding of requirements, qualification and experience of Key Experts, transfer of knowledge, effectiveness of the proposed solution etc.

Bidders must also fillup Annexure A: 'Bidder Information', Annexure C:'Minimum Eligibility Criteria', Annexure M: 'Project Citation Format', Annexure L:'CV of key Personnel5', Annexure S: 'Manufacturer Authorization Form', Annexure F: 'Letter of Competence Format'.

9) Section 9: Financial Terms & Conditions

This section outlines the financial terms & conditions to execute the contract. The Bidder is required to fillup Annexure E: Technical Bid Format, Annexure O:'Financial Bid Covering Letter', Annexure Q: 'Financial Bid Format' in this regard.

10) Section 10: General Terms and Conditions

General Terms & Conditions describe the conditions governing the resulting contract. In case of any conflict, provisions of "General terms & Conditions" shall prevail over those in "Instructions to Bidders" & "Appendix to Instructions to Bidders". Bidders must fill up Annexure H: 'Confidentiality cum non-disclosure agreement', Annexure R: 'Integrity pact format', Annexure X: 'Terms & Condition Compliance', Annexure Z: 'Certification by Prospective Arbitrators' regarding any proposed deviations from terms and conditions in these Sections.

11) Section 11: Knowledge Transfer, General Obligations & Exit Management

This section describes the terms & condition governing the Exit Management & Knowledge Transfer during closure of the project. The Bidder have to fillup Annexure V: 'Undertaking on Knowledge' Transfer in this regard.

12) Section 12: Indicative Architecture, Tentative BOM and Technical Specifications

This section describes the indicative architecture, technical specifications & tentative BOM of the project. However the bidder has do its own judgement and complete a pre bid site survey to come up with the correct BOM. The bidder should submit Annexure U: 'Hardware Sizing Adequacy Letter' on this regard.

13) Section 13: Annexures

This section contains all the annexures that bidder has to submit along with its bid document. The bidder must fillup Annexure Y: 'Checklist to Bidder' on this regard.

2.3 Disclaimer

The RFP Document is neither an agreement nor an offer to the prospective Bidder(s) or any other party. The purpose of the RFP Document is to provide the Bidder(s) with information to assist them in participation in this Procurement Process.

2.3.1   Regarding Documents/ guidelines

The RFP Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the Bidders and the DGCI&S. No other Government or DGCI&S's document/ guidelines/ Manuals, including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the RFP Document, shall have any locus-standi in such a relationship. Therefore, such documents/guidelines/ Manuals shall not be admissible in legal or dispute resolution or grievance redressal proceedings.

2.3.2   Regarding Information Provided

Information contained in the RFP Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the RFP Document or subject to which that was provided. Similar terms apply to information provided verbally, in the documentary, or any other form, directly or indirectly, by the DGCI&S, its employees, or associated agencies.

2.3.3   Regarding RFP Document:

The RFP Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check

the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP Document to the Bidder(s) is on various matters, some of which may depend upon interpreting the 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 DGCI&S, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The DGCI&S, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability of any assessment, assumption, statement, or information in the RFP Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense arising from/ incurred/ suffered, howsoever caused, to any person, including any Bidder, on such account.

2.4 Eligibility Criteria

As the RFP following the earlier EOI shortlisting process, this invitation is open only to bidders who have been shortlisted therein or are specifically invited to participate. It is not permissible for the shortlisted bidders to transfer this RFP to any other firm without the permission of DGCI&S. Proposals from bidders who have not been shortlisted shall not be entertained.

Continued Eligibility:

a) The shortlisted Bidder must continue to meet the eligibility criteria prescribed in the EOI document (based inter-alia on which they were shortlisted) and should continue to meet these till the award of the contract. Bidders shall be required to declare continued fulfilment of Eligibility Criteria in Annexure C: 'Minimum Eligibility Criteria'. Bidders must provide evidence of their continued eligibility to DGCI&S if requested

b) Furthermore, it is the Bidder's responsibility to ensure that its Experts, Sub-contractors, agents (declared or not), service providers, suppliers and/or their employees similarly continue to meet eligibility criteria as mentioned in specific clauses.

2.5 Conflict Of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest in Annexure T: 'Certificate of Compliance-No Conflict of Interest'. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

b) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

c)has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

d)has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the DGCI&S regarding this Tender process; or

e)participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

f)would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or

g)has a close business or family relationship with a staff of the DGCI&S who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to DGCI&S throughout the Tender process and execution of the Contract.

2.6 Pre-bid Meeting & Clarification

a) For the purpose of clarification of doubts of the bidders on issues related to this RFP, DGCI&S intends to hold a Pre-Bid meeting on the date and time as indicated in the Factsheet section of this RFP document. The link for the meeting shall be shared on the DGCI&S website, as well as through reply email to the interested parties. **The queries of the Bidders, in writing, should reach by e-mail to the e-mail id of SPOC, at least two days prior to the date of pre-bid meeting.**

b) It may be noted that no queries of any bidder shall be entertained/ received after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting. Only the authorized representatives of the bidders, will be allowed to attend the Pre-Bid meeting. For each bidder, maximum of two representatives are allowed. The representatives should be employees of the Bidding Company

c) The responses will be transmitted to the prospective bidders through appropriate means. However, it will be bidder's responsibility that they collect all responses. Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder. The queries should necessarily be submitted in the format in editable MS Excel workbooks as per format mentioned in Annexure W: 'Format of Pre-Bid Queries to be submitted by the Bidder '.

d) Entry of maximum three persons per prospective bidder will be permitted in Pre-Bid meeting.

e) DGCI&S shall not be responsible for ensuring that the bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by DGCI&S.

f) At any time, prior to the date of submission of Bids, DGCI&S may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, update, amend, modify, or supplement the information, assessment or assumptions contained in the RFP Document by issuing corrigenda and addenda. Any corrigendum or addendum thus issued shall be considered a part of the RFP Document.

g) To give reasonable time to the prospective Bidder to take such corrigendum/ addendum into account in preparing their Proposals, DGCI&S may suitably extend the deadline for the Proposal submission as necessary.

h) The amendments shall be notified on CPPP portal as well as DGCI&S website and these amendments will be binding. The bidder is not supposed to change any clause in tender document downloaded from website.

i) DGCI&S may extend the deadline for the RFP submission by issuing an amendment. In this case, all rights, and obligations of DGCI&S and the Bidder previously subject to the original deadline shall then be subject to the new deadline for the RFP submission

2.7 Statement of Confidentiality

This document contains information that is proprietary and confidential to Directorate General of Commercial Intelligence and Statistics (DGCI&S), which shall not be disclosed outside the bidder's company, transmitted, or duplicated, used in whole or in part for any purpose other than its intended purpose. Any use or disclosure in whole or in part of this information without explicit written permission of DGCI&S is prohibited. The RFP document is provided to the Bidder on the basis of the undertaking of confidentiality given by the Bidder to DGCI&S. DGCI&S may update or revise the RFP document or any part of it. The Bidder acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. The Bidder will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with DGCI&S or any of its customers, suppliers, or agents without the prior written consent of DGCI&S. Any use or disclosure in whole or in part of this information without explicit written permission of DGCI&S is prohibited.

2.8 Amendment to the Bidding/Tender/RFP document

a) At any time prior to the deadline for submission of Bids, DGCI&S, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.

b) The amendment will be posted on the CPP portal (https://eprocure.gov.in/) as well as DGCI&S' website (http://www.DGCI&Skol.gov.in/).

c) All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. DGCI&S will not have any responsibility in case of any omission by Bidder/s.

d) DGCI&S at its discretion may extend the deadline for the submission of Bids.

e) DGCI&S shall not be liable for any communication gap. Further DGCI&S reserves the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

2.9 Language and Interpretation of Bid

All bids are to be submitted in English. In case any original document is not in English, then it should be accompanied by an English translation of the same, and in case of ambiguities, the intent of the English version, as interpreted by DGCI&S, shall be taken as final.

The RFP document's provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context, contrived, or between-the-lines interpretation is unacceptable.

2.10   Bid Currency

Bids to be quoted in Indian Rupee (INR) only. Bids in currencies other than INR will not be considered.

2.11   Competitive & Independent Prices

a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to:

   i)   those prices; or
   ii)   the intention to submit an offer; or
   iii) the methods or factors used to calculate the prices offered.

b) The prices should not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before the Financial Proposal opening unless otherwise required by law.

2.12   Earnest Money Deposit (EMD)

The bidder shall have to Deposit of EMD Rs. 1,00,00,000/- (One Crore Rupees Only) in the form of Demand Draft from any Nationalized Bank/ Scheduled bank issued in favour of Directorate General of Commercial Intelligence and Statistics, payable at Kolkata. This shall be refundable. The EMD shall be refundable to the unsuccessful bidders without any interest not later than thirty days after the conclusion of the resultant contract. DGCI&S shall refund the EMD to the successful bidder, without any interest , only after receipt of the Performance Bank Guarantee (PBG) in the given format.

EMD shall be forfeited if the Bidder breaches any of the following obligation(s) under the RFP:
(a)   withdraws or amends his Proposal or impairs or derogates from the Proposal in any respect within the period of validity of its Proposal; or
(b)   after having been notified within the period of Proposal validity of the acceptance of his Proposal by DGCI&S:

i)   refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the RFP document's conditions.

ii)   fails or refuses to sign the contract.

2.13 Performance Bank Guarantee (PBG)

The selected Bidder will be required to provide a 5% of the total value of contract as Performance Guarantee (Annexure K: 'Format of Bank Guarantee'), in the form of Bank Guarantee from a Scheduled Financial Bank. The performance guarantee should be valid till at least six months period beyond the expiry of contract period i.e., it should be valid for 84 + 6 months. The validity is required to be extended if the contract period is extended as per terms of RFP. The PBG is required to protect the interest of DGCI&S against the risk of non-performance or default in RFP Term/s, including noncompliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the bidder results into imposition of Liquidity Damages/Penalty, then DGCI&S reserves the right to invoke the submitted Bank Guarantee.

i.   The successful bidders have to deposit PBG deposit within fifteen (15) working days from the date of receipt of LOI / work order.

ii.   Performance Bank Guarantee (PBG) must be unconditional and irrevocable from a Nationalized Bank, payable on demand, for the due performance and fulfilment of the contract by the bidder.

iii.   The performance guarantee will be denominated in the currency of the contract and shall be in the form of bank guarantee and shall be in the favour of "**Director General, DGCI&S**", payable at Kolkata.

iv.   This performance bank guarantee will be for an amount equivalent to 5% of the contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee will be borne by the bidder.

v.   The performance Bank Guarantee will be valid at least till the end of six months after the completion of the contract with successful bidder subject to the terms and conditions in the Performance Bank Guarantee.

vi.   The Performance Bank Guarantee may be discharged / returned by DGCI&S 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.

vii.   In the event of the Bidder being unable to service the contract for whatever reason DGCI&S would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of DGCI&S under the contract in the matter, the proceeds of the PBG shall be payable to Director General, DGCI&S as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. DGCI&S 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.

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

ix. In exceptional circumstances if the project duration get extended from normal contracted period of 84 months, the Bidder has to re furnish / extend the PBG with new validity as per terms and condition of point e above.

2.14 Period of Validity of Bids

a) Prices and other terms offered by Bidders must be valid for a period of 180 days from the date of opening of commercial Bid for acceptance by DGCI&S.

b) In exceptional circumstances DGCI&S may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing. The Bid security / EMD provided shall also be extended.

2.15 Format and Signing of Bids(To be filled, digitally signed, and uploaded by Bidders)

Each Bid shall be submitted in two parts.

Part I shall consist of Minimum Eligibility Criteria, Technical Bid & Other Forms. Such content will be referred to as 'Technical Proposal'. The following Annexures to be submitted and uploaded

1) Annexure A: Bidder Information
2) Annexure B : Bidder Financial Details
3) Annexure C: Minimum Eligibility Criteria
4) Annexure D: Technical Bid Covering Letter
5) Annexure E: Technical Bid Format
6) Annexure F: Letter of Competence Format
7) Annexure G:
8) Annexure H: Confidentiality cum non disclosure Agreement
9) Annexure I : Resolution & Escalation Matrix
10) Annexure J: Non Blacklisting Declaration
11) Annexure L: CV of Key personnel
12) Annexure M: Project Citation Format
13) Annexure N: Deviations/Reservations/Omissions
14) Annexure P: Comments and Suggestions on the Scope of Work, Scope of Work during Operations & Maintenance, Key Personnel
15) Annexure R: Integrity Pact Format
16) Annexure S: Manufacturer Authorization Form
17) Annexure T: Certificate of Compliance-No Conflict of Interest
18) Annexure U: Hardware Sizing Adequacy Letter
19) Annexure V: Undertaking on Knowledge Transfer
20) Annexure X: Terms & Conditions Compliance
21) Annexure Y: Checklist to Bidder

22) Annexure Z: Certification by Prospective Arbitrator

Part II shall cover only the Financial Bid, herein referred to as 'Financial Proposal'. The following Annexures to be submitted and uploaded as part of technical proposal

1) Annexure O: Financial Bid Covering Letter
2) Annexure Q: Financial Bid Format

The Original Bids shall be typed, e-signed (i.e., digitally signed) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

2.16   Deadline for submission of Bids

a) Proposals must be uploaded by the submission deadline mentioned in TIS. If the office happens to be closed on that date, this deadline shall not be extended. If there is difference between date & time mentioned in TIS and the date & time specified in the CPP portal the data & time mentioned in CPP portal will prevail.

b) The Bids must be received online by DGCI&S through CPP portal only.

c) DGCI&S may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on the mentioned website, in which case, all rights and obligations of DGCI&S and Bidders previously subject to the earlier deadline will thereafter be subject to the new deadline as extended.

d) Bidder shall have to sign the Integrity Pact with DGCI&S as per Annexure R: 'Integrity Pact Format'. In such cases, Proposals without a signed Integrity Pact shall be rejected.

e) Any Bid received by DGCI&S after the deadline for submission of Bids prescribed by DGCI&S will be rejected.

2.17   Publication of Tender/RFP Document

The soft copy of the Tender/RFP document will be made available on Central Public Procurement Portal (CPPP): https://eprocure.gov.in and also on DGCI&S' website, http://www.DGCI&Skol.gov.in/.

2.18   Opening of Bids by DGCI&S

On the scheduled date and time, as mentioned in the Factsheet of this RFP document, bids will be opened by DGCI&S. If the office is closed on the specified date of opening of the Proposals, the opening shall be done on the next working day at the same time.

2.19   Clarification of Bids

During evaluation of Bids, DGCI&S, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in e-Procurement Portal (CPPP)/ email, and no change in the substance of the Bid shall be sought, offered or permitted.

2.20 Preliminary Examinations

a) DGCI&S will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the Bids are generally in order etc.

b) DGCI&S may, at its sole discretion, waive any minor nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

c) The decision of DGCI&S is final towards evaluation of the Bid documents.

2.21 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of DGCI&S unless DGCI&S agrees to the Bidder's specific request/s, in writing that the proposal and documentation be returned or destroyed.

2.22 Preparation and Submission of Proposal

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal. The quality of the Bidder's proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.

Proposals must be uploaded by the submission deadline mentioned in TIS. If the office happens to be closed on that date, this deadline shall not be extended.

All Bidders shall have to sign the Integrity Pact with DGCI&S as per Annexure R: 'Integrity Pact Format'. In such cases, Proposals without a signed Integrity Pact shall be rejected

The requirement of Annexures for bid submission are also mentioned in clause 2.15 and in case of conflict the clause 2.15 will prevail.

2.22.1 Technical Proposal

a) Documents comprising the **TECHNICAL PROPOSAL** should be:

- Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., Minimum Eligibility Criteria as per **Annexure – 'C'**.

- Technical Bid as per **Annexure – 'E'**. Any technical Bid containing price information will be rejected.

b) For preparing the Technical Proposal, the bidders are advised to thoroughly examine this RFP in detail. Any deficiencies in providing the information requested may result in rejection of the Proposal/ e-bid. While preparing the Technical Proposal, the bidder must give particular attention to the following:

- Understanding of scope of work

- Understanding of the existing IT system

- Features of the proposed IT system

- Architecture envisaged for the solution including Information security measures

- Specifications for On-Premises and Cloud Infrastructure required for the implementation of the Project

- Approach and Methodology for implementation and roll-out

- Project plan

- Training plan

- Number and suitability of personnel planned to be deployed for this project. It is desirable that these personnel be permanent employees of the firm or have an extended and stable working relation with it.

- Maintenance and Support.

c) The Technical Proposal shall not include any financial information. Bid which encloses financial bid information/ part of financial bid in the technical bid shall be rejected outright by DGCI&S as being non-responsive.

d) The bidder shall submit the following documents with its technical proposal:

   i. A forwarding letter on company letterhead of the bidder indicating the submission of the bid signed by an authorised person holding the power of attorney (as per Annexure-D).

   ii. Earnest Money Deposit(EMD)

   iii. Particulars of bidder as per **Annexure - A, B**.

   iv. Technical Bid as per **Annexure-D** & **Annexure - E**

       - Bill of Material (BoM) as per **Annexure – E** that should include tentative hardware, software, networking, cloud requirements for the project, required for the bidder's proposed solution. This should include details of quantity and configuration of servers, storage, switches, firewalls, internet connectivity bandwidth etc. for all the tiers of deployment.
       - Project Approach & Methodology
       - High level description of the proposed system
       - Project Implementation Plan
       - Training Schedule – including resources required for conducting the training
       - Operations and Maintenance Plan
       - Summary of Profile of Key Personnel

   v. CVs of the personnel planned to be deployed for this project as per **Annexure - L** (Format for Submitting Profiles of key resources).

vi. Details of past projects implemented by the bidder as per **Annexure - M** (Details of Past Projects Implemented by bidder).

vii. Response to the Technical Evaluation Parameter given Section 8 (Technical Evaluation Criteria for bidders) along with supporting documents.

viii. Undertaking and Self-Declaration by the bidder (as per the formats provided at **Annexure – F, H,I, J,R,T,U,V,X**

ix. Financial capability statement (as per the format provided at **Annexure – B**).

x. Manufacturer Authorization Form (as per format provided in **Annexure-S**).

xi. Documents to be submitted as per the EoI declaration(as per format provided in **Annexure-C**).

xii. Any other relevant form(s) and document(s) in compliance to the RFP requirements.

2.22.2   Financial Proposal

Financial e-bid shall include the following document:

Sr. No.	Document Type	Document Format
1.	Financial Proposal Format (Annexure-Q & O) in PDF format.	On bidder's letter head duly signed by authorized signatory
2.	Financial Quote	In the prescribed BoQ provided at CPP portal

a) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the Bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, Labour, Mining & Forest etc .that may be required for completion of all items as mentioned in the scope of work of this RFP document.

b) The Financial Proposal should include all the taxes, duties, cess, etc. apart from GST/Service Tax which will be payable extra as applicable at the time of billing.

c) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate. While quoting the basic rate, the Bidder should offset the input credit available as per the GST Act.

d) Bidder shall indicate in the Financial Proposal prices/ rates against all the specified components, including the unit prices and total Proposal prices.

e) Bidder shall fill in rates other than zero value in the specified cells without leaving them blank.

f) The prices/rates quoted by the bidder shall remain firm (fixed) during the entire Contract Period and shall not be subject to any variation on any account. A bid submitted with variable price quotation will be treated as non-responsive and hence shall be liable to be rejected.

Note: Soft copy of financial bid Price bids containing any deviations or similar clauses may be summarily rejected.

2.23 Signing and Uploading of Bid Proposal

a) Relationship between Bidder and Central Public Procurement Portal (CPPP)

DGCI&S is neither a party nor a principal in the relationship between the Bidder and Central Public Procurement Portal (CPPP). Bidders must comply with the rules, regulations, procedures, and implied conditions/ agreements of the Central Public Procurement Portal, including registration, compatible Digital Signature Certificate (DSC) etc. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the RFP Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

b) Signing Of Proposal

The individual signing/ digitally signing the Proposal or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit Proposals on behalf of the Bidder along with Annexure D "Technical Bid Covering Letter".

c) Submission/Uploading of Proposal

i. Proposals must be uploaded on the CPPP eProcurement Portal until the deadline for the Proposal submission as notified therein. No manual proposal shall be accepted. Proposals submitted through other modalities shall be liable to be rejected as nonresponsive.

ii. In the case of downloaded documents, the Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information– otherwise, the Proposal shall be rejected as nonresponsive. Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by them.

iii. The date and time of the e-Procurement (CPPP) server clock shall be the reference time for deciding the closing time of the Proposal submission. No request on the account that the server clock was not showing the correct time and that a particular Bidder could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. DGCI&S shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process.

iv. Only one copy of the Proposal can be uploaded, and the Bidder shall digitally sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the IT Act 2000 as amended from time to time.

v.   EMD must be physically submitted to the DGCI&S SPOC mentioned in RFP, sealed in double cover and acknowledgement be obtained before the bid submission deadline.

vi.   DGCI&S reserves its right to call for verification, at any stage of evaluation, especially from the successful Bidder before the issue of a Letter of Award (LoA)/Letter of Intent(LOI), originals of uploaded scanned copies of documents . If a Bidder fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Integrity Pact(Annexure R). Such RFP proposals shall be liable to be rejected as nonresponsive and other punitive actions for such a breach.

vii.   Regarding the protected Price Schedule (excel format), the Bidder shall only enter his name in the space provided in the specified location. Bidder shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, the Bidder may upload additional documents under "Additional Documents" in the "Proposal Cover Content."

viii.   The Bidder should ensure the correctness of the Proposal before uploading and take a printout of the system-generated submission summary to confirm the successful Proposal upload.

d)   Implied acceptance of procedures by Bidder

Submission of Proposal in response to the RFP Document is deemed to be acceptance of the procedures and conditions of e-Procurement Portal (CPPP) and the RFP Document.

e)   Withdrawal

The Bidder may withdraw his Proposal before the Proposal submission deadline, and it shall be marked as withdrawn and shall not get opened during the Proposal opening. No Proposal should be withdrawn after the Proposal submission deadline and before the Proposal validity period expires. If a Bidder withdraws the Proposal during this period, DGCI&S shall be within its right to forfeit the Bid Security(EMD).

2.24 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DGCI&S to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

DGCI&S will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.25 Payments

The usual payment term is specified in Section 9 of this RFP on delivery and acceptance of Services by DGCI&S and production of all required documents. DGCI&S shall make no advance payment of any type (Mobilization, secured advances, etc.)

2.26 Deviations/Reservations/Omissions in Terms and Conditions of RFP

a) During the evaluation of Proposals, the following definitions apply:
  i. "Deviation" is a departure from the requirements specified in the RFP Document.
  ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
  iii. "Omission" is failing to submit part, or all of the information or documentation required in the RFP Document.

b) A deviation/ reservation/ omission from the requirements of the RFP Document shall be considered a substantive deviation as per the following norm, and the rest shall be considered a Minor deviation:
  i. which affects in any substantive way the scope, quality, or performance standards of the Services;
  ii. which limits in any substantive way, inconsistent with the RFP Document, DGCI&S's rights, or the Bidders obligations under the contract; or
  iii. whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Proposals.

c) The decision of the DGCI&S shall be final in this regard. Proposals with substantive deviations shall be rejected as nonresponsive.

d) Variations, deviations, and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the RFP Document shall not influence evaluation Proposals. If the Proposal is otherwise successful, such benefits shall be availed by DGCI&S, which would become part of the contract.

e) In case terms and conditions of the contract applicable to this invitation of tender are not acceptable to any bidder, clearly specify the deviation/ reservation/ omission in the forms given in **Annexure - N** of this document.

f) Similarly, in case the equipment and services being offered has deviation/ reservation/ omission from the schedule of requirements laid down, the bidder shall describe in what respects and to what extent the equipment and services being offered differ/ deviate from the specification, even though the deviations may not be very material. Bidder must state categorically whether or not his offer conforms to requirement specifications and schedule of requirements and indicate deviations, if any in **Annexure - N** as part of the response to the bid.

g) The evaluation committee overseeing the RFP reserves the right to waive minor irregularities. The evaluation committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the evaluation committee.

h) Provided that a Technical Proposal is substantially responsive, DGCI&S may waive any nonconformity or omission in the bid that does not constitute a material deviation. Further all non-material deviations included in the bid shall also be submitted in the format prescribed in **Annexure - N**, no other non-material deviation apart from those mentioned in **Annexure - N** shall be a part of this bid.

i) Provided that a Technical Proposal is substantially responsive, DGCI&S may, at its discretion, request the bidder to submit the necessary information or documentation, within a reasonable period of time,

to rectify nonmaterial nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Financial Proposal of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

j) Provided that the Financial Proposal is substantially responsive, DGCI&S will correct arithmetical errors during evaluation of Financial Proposals on the following basis:

  a. 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, unless in the opinion of DGCI&S there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; or

  b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

  c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

k) If the bidder does not accept the correction of errors, its bid shall be disqualified, and its bid security/ Earnest Money Deposit may be forfeited. The decision of DGCI&S will be final in this regard.

2.27 Bid Evaluation Process

a) The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Bidder in its/ his Proposal and other allied information deemed appropriate by DGCI&S. Evaluation of Proposals shall be based only on the criteria/ conditions included in the RFP Document.

b) The determination shall not consider the qualifications of other firms, such as the Bidder's subsidiaries, parent entities, affiliates, or any other firm(s) different from the Bidder.

c) Information relating to the evaluation of RFPs and evaluation results shall not be disclosed to any participant or any other persons not officially concerned with such process until the notification of shortlisting is made in accordance with the "Award of Contract".

d) DGCI&S may use the services of external consultant for normalization of bids and evaluation of bids

e) Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) as per terms of RFP.

f) DGCI&S may constitute a committee to evaluate the responses of the Bidders.

g) The committee constituted by the DGCI&S shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

h) The decision of the committee for evaluation of proposals shall be final in respect of evaluation of responses to the RFP. No correspondence will be entertained outside the process of negotiation / discussion with the committee.

i) The committee may seek clarifications on the proposals submitted by Bidders at any time. The Bidder should answer the clarification within that specified date (or, if not specified, 7 days from receiving such a request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Bidder. Any clarification submitted by a Bidder regarding its Proposal that is not in response to a request by DGCI&S shall not be considered.

j) If the Bidder fails to provide satisfactory clarification and/or missing information, its RFP shall be evaluated based on available information and documents.

k) The committee shall reserve the right to reject any or all proposals based on any deviations/reservations/ omissions.

l) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The evaluation process of the tender proposed to be adopted by the DGCI&S is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that DGCI&S may adopt.

2.27.1 Preliminary Evaluation

A substantively responsive Proposal is complete and conforms to the RFP Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Proposals with substantive techno-commercial deviations or other essential aspects of the RFP shall be rejected as nonresponsive. Only substantively responsive Proposals shall be considered for further evaluation. DGCI&S reserves its right to consider and allow minor deviations in technical and Commercial Conditions. Unless otherwise stipulated in the RFP, the following are some of the crucial aspects for which a Proposal shall be rejected as nonresponsive:

i. The Proposal is not in the prescribed format or is not submitted as per the stipulations in the RFP Document.
ii. Failure to provide and/ or comply with the required information, instructions etc., incorporated in the RFP Document or evasive information/ reply against any such stipulations.
iii. Required Bid Security (EMD) has not been provided.
iv. Bidder no longer complies with the eligibility criteria in the preceding EOI process based on which they were shortlisted for participation.
v. The Services offered are not eligible as per the provision of this tender.
vi. The Bidder has quoted conditional Proposals or more than one Proposal or alternative Proposals.
vii. The Proposal validity is shorter than the required period.
viii. The Proposal departs from the essential requirements stipulated in the bidding document;
ix. The Bidder has quoted 'Nil' Service charges/ margin over the minimum wages in Personnel Deployment Schedule.
x. Non-submission or submission of illegible scanned copies of stipulated documents/ declarations
xi. Furnishing wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejecting the Proposal as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the RFP Document for violating the Integrity Pact(Annexure R).

2.27.2 Evaluation of Bids

a) DGCI&S will assign points to the technically qualified bidders based on the technical evaluation criteria decided by DGCI&S and as mentioned in Section 8 of this RFP document. The commercial bids for only the technically qualified bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation results are declared and Financial proposals are opened.

b) The evaluation will be made based on quality-cum-cost, with a weightage to quality of services and cost in the ratio of **80 and 20**, respectively.

c) The evaluation on commercial quote shall be only on the total cost (including fixed & transactional component).

d) If it is established that any Key Personnel(Section 6) nominated in the Bidder's Proposal, included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and shall be treated as a violation of the Code of Ethics and would be liable for penalties thereunder. All Key Experts must meet the minimum requirements specified in Section 6: Key Personnel. If any Key Expert fails to meet these minimum requirements, his score shall be evaluated as Nil.

e) The commercial offers shall be evaluated based on the GST rate quoted by each Bidder, and the same shall be used for determining the inter-se ranking. DGCI&S shall not be responsible for any misclassification of the HSN number or incorrect GST rate quoted by the Bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the Bidder and If GST is quoted extra but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code. In cases where the successful bidder quotes the wrong GST rate for releasing the order, the following methodology will be followed:

    i. If the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on the actual GST rate.

    ii. If the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

f) The list of technically suitable Bidders shall be declared on the Portal announcing a date/time and venue for opening their Financial Proposals. DGCI&S shall notify all Bidders whether their proposal was found responsive/ non-responsive to the RFP and whether they met the minimum qualifying technical score. Financial proposals of successful Bidders only shall be opened online. The financial proposals of unsuccessful Bidders shall remain encrypted and unopened.

g) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices, and no corrections are made to the Financial Proposal

h) If any Bidder offers conditional discounts/ rebates in his Proposal or suo-motu discounts and rebates after the Proposal Opening (technical or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a Bidder gets selected as per the selection method, without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts.

i) If the financial Proposal is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

2.27.3   Technical evaluation Criteria

The following criteria shall be used to evaluate the technical bids. All the bids scoring 75 and above in the technical evaluation will be qualified for commercial bid opening.

The Technical scores would be normalized as per the following criteria

$$T_n = (T_b/ T_{max}) * 100$$

where,

T_n = Normalized technical score of the bidder
T_b = Evaluated technical score of the bidder
T_{max} = Maximum Technical score amongst the qualified bidders

2.27.4   Evaluation of Commercial Bids

Commercial bids of those bidders who scores minimum 75 in Technical Evaluation will be opened.

The commercial scores will be calculated as

$$F_n = (F_{min} / F_b) * 100$$

where,

F_n = Normalized financial score of the bidder
F_b = Commercial cost quoted by the bidder
F_{min} = Minimum Commercial Cost quoted by any bidder

2.27.5   Final Evaluation of Bid

The overall score will be calculated as $B_n = 0.80 * T_n + 0.20 * F_n$

where,

B_n = overall score of the bidder
T_n = Normalized Technical score for the bidder
F_n = Normalized financial score of the bidder

The firm receiving the overall score will be invited for negotiations, if required.

DGCI&S reserves the right to revise the evaluation criteria, methodology, distribution points and weightage; if it finds it necessary to do so.

2.28 Contract Negotiation

2.28.1   Invitation to Negotiate

The negotiations may be held at the date and address announced after the selection of the successful Bidder with their representative(s), who must have written power of attorney to negotiate and sign a contract on behalf of the successful Bidder. During the negotiations, it shall be ensured that no undue advantage accrues to the successful Bidder and that nothing shall vitiate the basis on which he has been declared successful. The minutes of negotiations shall be signed by the DGCI&S and the Bidder's authorized representative.

2.28.2   Verification of Original Documents

Before issuing a Letter of Award (LoA)/Letter of Intent(LOI) to the successful Bidder(s), DGCI&S may, at its discretion, ask the Bidder to present the originals of all such documents whose scanned copies were submitted online during EOI shortlisting process and this RFP process. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Proposal shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Code of Integrity.

2.28.3   Availability of Key Personnel

As a pre-requisite to the negotiations, the invited successful Bidder shall confirm the availability of all Key Personnel included in the Proposal. Failure to confirm the Key Personnel availability may result in the Bidder's Proposal being declared non-responsive and the DGCI&S proceeding to negotiate the Contract with the next-ranked responsive Bidder.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Key Expert within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

DGCI&S reserves its right to seek during negotiations the replacement of the Team Leader/ other Key Personnel.

2.28.4   Technical Negotiation

The negotiations include discussions of the Scope of Work, Scope of Work during operation & maintenance, the proposed methodology, DGCI&S's inputs. These discussions shall not substantially alter the original scope of services or the terms of the contract, the quality of the final product, its price, or the initial evaluation be vitiated.

2.28.5   Financial Negotiation

The Financial negotiations include clarifying the Bidder's tax liability and how it should be reflected in the Contract. Unit rate negotiations shall take place when the offered Key personnel remuneration rates are much higher than the typically charged rates by comparable Bidders in comparable contracts. DGCI&S may request the Bidder to clarify the breakdown of remuneration rates during the Contract negotiations. At the negotiations, the firm shall be prepared to disclose its audited financial statements for the last three years to substantiate its breakup of remuneration rates. If clarifications are not satisfactory DGCI&S may ask the Bidder to reduce the rates.

2.28.6   Conclusion of Negotiation

The negotiations are concluded with a review of the finalized draft Contract, which shall be initiated by DGCI&S and the successful Bidder's authorized representative.

If the negotiations fail, DGCI&S shall inform the successful Bidder in writing of all pending issues and disagreements and provide a final opportunity for the Bidder to respond. If disagreement persists, DGCI&S shall declare the proposal non-responsive, informing the successful Bidder of the reasons for doing so. DGCI&S shall invite the next-ranked responsive Bidder to negotiate a Contract. Once DGCI&S commences negotiations with the next-ranked Bidder, DGCI&S shall not reopen the earlier negotiations.

2.29   Modification and Withdrawal

a) Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.

b) The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

c) DGCI&S has the right to reject any or all Bids received without assigning any reason whatsoever. DGCI&S shall not be responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

d) Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid if bidder happens to be successful bidder.

2.30   Interpretation and Provisions of the RFP Document

The RFP document's provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context, contrived, or between-the-lines interpretation is unacceptable.

2.31 Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the Financial Bid. Failure to do so will make the Bid liable to be rejected.

2.32 Terms and Conditions of the Bidding firms

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per **Annexure - N** in case terms and conditions of the contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

2.33 Local conditions

Bidders must acquaint themselves with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

2.34 Contacting DGCI&S or putting outside influence

Bidders are forbidden to contact DGCI&S or its Consultants on any matter relating to this Bid from the time of submission of Financial Bid to the time the contract is awarded. Any effort on the part of the Bidder to influence Bid evaluation process, or contract award decision may result in the rejection of the Bid. If a Bidder needs to contact DGCI&S for any reason relating to this tender and/ or its Proposal, it should do so only in writing or electronically.

2.35 Banned or Delisted Bidder

Bidders must give a declaration that they have not been banned or delisted by any Government, PSUs and its subsidiaries. If this declaration is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid. The format for such declaration is as provided in **Annexure – J**.

2.36 Compliance with Laws

a) The Bidder shall undertake to observe, adhere to, abide by, comply with and notify DGCI&S about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep DGCI&S indemnified, hold harmless, defend and protect DGCI&S and its employees/officers/staff/ personnel/representatives from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any

default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

b) The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate DGCI&S and its employees/ officers/ staff/ personnel/ representatives from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and DGCI&S shall give notice of any such claim or demand of liability within reasonable time to the Bidder.

2.37 Intellectual Property Rights

The Bidder warrants that in the event of its selection as the System Integrator:

a. The Inputs to be provided by it shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

b. It further warrants that the Deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

c. The Bidder acknowledges that business logics, workflows, delegation, and decision-making processes of DGCI&S are of business sensitive nature and hence shall not be referred to other clients or Original Equipment Manufacturer (OEM) of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

d. The Bidder acknowledges that all the software source codes, workflows, hardware and network billable equipment related to the project are property of DGCI&S as these are related to the business processes of DGCI&S and confidential in nature.

2.38 False / Incomplete statement

Any statement/declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender/Bid process or in the event of his Bid/tender having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

a) If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited, and tender/Bid will be summarily rejected.

b) In case such a statement is found at the contract stage, DGCI&S may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

2.39 Pre-Bid Site Visit

Bidder may undertake a site visit of the business process of DGCI&S at their own cost prior to bidding. DGCI&S reserves the right to allow such visit whenever sought by the Bidder.

2.40 Award Of Contract

2.40.1   Letter of Acceptance (LOA)/Letter of Intent (LOI)

After the conclusion of negotiations, the Bidder whose Proposal has been accepted shall be notified of the award by the DGCI&S before the expiration of the Proposal validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA" or the "Letter of Intent-LOI") shall state the sum (hereinafter and in the contract called the "Contract Price") that the DGCI&S shall pay the Bidder in consideration of delivery of Services. The Letter of Award (LoA) or the Letter of Intent (LOI) shall constitute the legal formation of the contract, subject only to the furnishing of performance security.

2.40.2   Performance Bank Guarantee

Within 21 days of receipt of the Letter of Award/Letter Of Intent (LoA/LOI or the contract if LoA/LOI has been skipped), performance Bank Guarantee as per details in Clause 2.13 shall be submitted by the successful Bidder to DGCI&S.

If the Bidder, having been called upon by DGCI&S to furnish Performance Security, fails to do so within the specified period, it shall be lawful for DGCI&S at its discretion to annul the award and forfeit EMD, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

2.40.3   Signing of Contract

DGCI&S shall send to each technically suitable Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

a) the name and address of the Bidder with whom DGCI&S successfully negotiated the contract.
b) the contract price of the successful Proposal.
c) the names of all Bidders included in the short list for RFP, indicating those that submitted Proposals
d) the final combined scores and the final ranking of the Bidders
e) The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the Portal and the website of DGCI&S.

After the award notification, DGCI&S shall share a copy of a Contract Agreement to the successful Bidder for review. The Service Level Agreement as given in Annexure G will also form as a part of the contract agreement, however DGCI&S may modify it on its sole discretion. The Bidder may point out to DGCI&S, in writing/ electronically, any anomalies noticed in the contract within seven days of receipt. The Contract Agreement shall be executed within 30 days after the date of issue of the Letter of Acceptance/Letter of Intent and after submission and verification of the Performance Bank Guarantee.

If asked by DGCI&S, the successful Bidder shall return the original copy of the contract, duly signed, and dated, within seven days from the date of receipt of the contract, to the DGCI&S in person, by registered/ speed post or by a suitable means.

2.41 Grievance Redressal

The Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his proposal, in writing or electronically, within 10 days of the declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement.

Within 7 working days of receipt of the complaint, the DGCI&S SPOC shall acknowledge the receipt in writing to the complainant, indicating that it has been received, and the response shall be sent in due course after a detailed examination.

The DGCI&S SPOC shall convey the final decision to the complainant within 21 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating Proposals and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

a) Only a Bidder who has participated in the procurement process, i.e., pre-qualification, Bidder registration or bidding, as the case may be, can make such representation.

b) Only a directly affected Bidder can represent in this regard.

c) In the case of EOI, before the bidding of Technical/ financial Proposals, an application for review concerning the technical/ financial Proposal may be filed only by a Bidder who has qualified in the EOI;

d) If a technical Proposal has been evaluated before the opening of the financial Proposal, an application for review concerning the financial Proposal may be filed only by a Bidder whose technical Proposal is found to be acceptable.

e) No third-party information (RFPs, evaluation results) can be sought or included in the response.

f) The following decisions of the DGCI&S shall not be subject to review:

    i)   Determination of the need for procurement.

    ii)   Complaints against Scope of Work except under the premise that they are either vague or too

        specific to limit competition.

    iii)   Selection of the mode of procurement or bidding system;

iv) Choice of the selection procedure.

v) Provisions limiting the participation of Bidders in the Procurement Process, in terms of policies of the Government

vi) Provisions regarding purchase preferences to specific categories of Bidders in terms of policies of the Central Government

vii) Cancellation of the Procurement Process except where it is intended to subsequently re-tender the same Services.

Section 3

Scope of Work

3. Scope of Work

3.1 An Overview

The scope of this project on "**Design, Development, Implementation and Maintenance of Foreign Trade Statistics System & Revamping of Campus IT Network for DGCI&S"** consists of two parts – software application development part and infrastructure part. The software application part again consists of two parts. The first part consists of revamping and rebuilding the core FTSS package -used for in-house data processing - afresh, as well as migration of the existing databases to open-source database. The FTSS application is to be hosted from newly procured in-premise infrastructure. In the other part of software application development, the different dissemination channels such as website, Data Dissemination Portal, the Exim Analytics Dashboard as well as the mobile app – DGCI&S Exim – are to be revamped and hosted in cloud infrastructure. The databases of the existing applications are also to be migrated as per requirement. In the infrastructure part of the scope, the vendor is to procure appropriate infrastructure – hardware, cloud and network components - to develop, host and test the applications as well as procure appropriate infrastructure for Campus IT network. The development, commissioning & integration of software applications, databases, AI module etc and installation, commissioning and integration of hardware is to be completed maximum in 18 months period. Thereafter, a warranty period of six (06) months is to be provided on the thus revamped IT applications, and warranty as per OEM on the infrastructure. Finally, the whole system is to be comprehensively maintained for a period of five (05) years[2].

While the new FTSS application is to be hosted from in-premise infrastructure, the aim is to develop it in such a way that it is cloud native, and can be easily migrated to the cloud infrastructure as and when the need arises (**cloud native applications**).

Further, in future there might be a need to migrate from one cloud platform to another and, hence, the technology used to develop these **applications should be cloud agnostic** so that the applications are readily portable to any MeitY empaneled cloud.

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[2] The project is conceived to be of a total of six (07) years a, i.e., 84 months – 18 months for development of applications and 6 months of warranty, and 60 months for maintenance.

The Software/Database/Operating System if used to be procured as **open source and Enterprise version**.

3.2 Revamping of IT Infrastructure

At present both the DC and DR are located in DGCI&S premises. All the applications, except the website, are hosted from the Data Centre. A hybrid-model is envisaged in the revamped scenario, where the core application for data-processing, the FTSS package, will be hosted on on-premises infrastructure, while the other applications which are used for dissemination of data to public – shall be hosted from cloud infrastructure. The procurement of the on-premise hardware and cloud infrastructure is to be made by the SI, ensuring the ownership of DGCI&S on the in-premise infrastructure, while the cloud infrastructure has to be procured from any MeitY empaneled cloud as on date of publication of RFP. The on-premise hardware includes the IT hardware required for the Data Centre as well as complete IT network infrastructure for the Data Centre and the rest of the building. To gain a better understanding of the IT infrastructure of DGCI&S, the Bidder may conduct a thorough site survey at its own expense.

3.3 Migration of databases

At present all the data of DGCI&S is stored in Oracle databases, in the on-premises servers of DGCI&S. The details of the databases are provided in this Document. All the databases are to be migrated to any open-source relational database. The database which is to be procured must have support for enterprises and should not be community supported products. There might be a need to make minor alternations and modifications in the present table structures before or after migration, whichever is convenient. Thereafter, the databases containing sensitive transactional data are to be located in on-premise infrastructure, while the databases containing finalized aggregated data for the public, which are the bases for the dissemination channels, are to be migrated to the cloud infrastructure. Appropriate data masking and security measures are to be taken to migrate the data in the cloud. Further, the databases that are on-premises should be created in a cloud-ready manner.

Clarification on type of database

The database for the data processing part should be a relational database which should be SQL based, i.e., one should be able to work on it with SQL. Further, it should be an open-source Database with managed services which is suitable for large database.

However, the published data which is stored in cloud may be in any database which the SI finds suitable. The database(s) which are to be procured must have support from enterprises and should not be community supported products.

3.4 Revamping of the FTSS package

The FTSS package is the core application through which day-to-day data processing is done by officials of DGCI&S. This application was developed by in-house officers of DGCI&S and is maintained by their successors. Now there is a need to modernize the application. However, the business processes remain almost same and hence, the functioning of the application would be similar. Details of the present application is given in this document. The SI must prepare a new version of the application - FTSSv2 - after system requirement study and prepare SRS & SDS, System Due diligence and submission of detailed report and obtaining of due approvals.

3.5 Revamping of the dissemination channels

The (1) Data Dissemination Portal, (2) Exim Analytics Dashboard, (3) Business Intelligence Module, (4) DGCI&S Website and (5) Exim Mobile App consist the data dissemination channels of DGCI&S. All data for public is disseminated through these applications / channels. The online links to these channels are given in this RFP document, through which the reader can have a first-hand idea of the portals and dashboards.

The idea is to revamp and integrate all the data dissemination channels into one platform using open-source technology. The DGCI&S website will be the main platform to be visited by the user. From there the user may visit the new dashboard, through a link created in the website, for the purpose of segmenting, visualizing and analyzing the data, etc. Thus, the new dashboard would be integrated to the new DGCI&S website. The mobile app should be a mobile/tablet version of the dashboard with all or most of the functionalities of the dashboard.

3.6 Schedule of Services

This schedule of services sets out precise list of services that the SI will be providing as part of this project for meeting the project goals. The schedule of services also contains various deliverables, schedule, reports and product details that are to be provided by the SI as part of this project.

SI will be required to provide quality and timely services to DGCI&S for the successful design, development, and implementation of FTSSv2 (i.e., the revamped FTSS application). All the activities performed by the SI during different phases of the project shall be closely monitored by DGCI&S. The SI is strongly advised to carefully read the Schedule of Services and prepare their proposal accordingly.

It is expected that SI will carry out an assessment of number of resources required to undertake the scope of services under this engagement. However, at any time, a minimum of three (03) resources will have to be deployed by the SI to deliver the services as proposed in this scope. For any services defined beyond the scope of services, DGCI&S may ask for additional resources from SI as per rates to be submitted with commercial proposal of RFP.

The broad schedule of services for the SI during the contract period would include, but not limited to:

a) Performing a system requirement study and prepare SRS & SDS, System Due diligence and submission of detailed report.

b) Design and development of the dissemination channels of DGCI&S as outlined in section "Revamping of the dissemination channels".

c) Design and Development of FTSSv2 (application software):

Design and Develop the Foreign Trade Statistics System (FTSS) application in Open-Source Technology stack.

- Development of the Project Implementation plan.

- Design, Installation, Configuration, Customization of Software Related solution for DGCI&S as per requirements outlined in scope of work.

- Quality Review, reporting and approval.

- Project and Product Documentation.

- Detailed Post Implementation documents for each module and sub-modules to be prepared and submitted to DGCI&S after due approval.

- Developing and designing of Operational Handbook for each module and sub modules, in simple and clear language.

- Patch and update management.

d) Migration of databases of existing applications – FTSS, applications of dissemination channels, etc. to PostgreSQL or any other open-source relational database.

e) Supply, installation, configuration and commissioning of IT hardware and Network Components for Campus network, Data Centre Site & installation of required system software for FTSSv2 application hosting.

f) Configuration, commissioning, handholding, support for DR site in NIC Cloud.

g) All procurements, including all non-IT components, should become the property of DGCI&S within 6 months of procurement. Original invoices of procurement of all hardware and software, including all non-IT components, should be submitted to DGCI&S.

h) Migration of data from existing (old) FTSS to the proposed (new) FTSSv2

i) Application Testing i.e., unit testing, integration testing, system testing, load testing

j) Application Hardening and Vulnerability Assessment & Penetration Testing

k) User Acceptance Testing (UAT)

l) Commissioning of FTSSv2

m) Go-Live of FTSSv2

n) Training & Capacity Building

o) Operation & Maintenance of FTSSv2

    i.   Application and Infrastructure support including modifications and integration with future systems.

    ii.   Bug Fixes and Management.

    iii.   Software Change and Version Control.

    iv.   User Support and Annual Maintenance of the application to SLA.

    v.   Application monitoring and Compliance to SLA.

    vi.   Database Administration.

    vii.   User Administration.

    viii.   Annual Security Audit

p) Conducting a Review Meeting every fortnight with DGCI&S to apprise the progress of the project and resolve any issues that requires decision making from the DGCI&S side.

3.7 Business Process Analysis

SI shall assess the existing business processes of DGCI&S to supplement the understanding gathered from the high-level business processes included in the Functional Requirement Specifications (FRS) of this document. The selected bidder's objective shall be to develop comprehensive solution to support all the business needs of DGCI&S in detailed manner along with other functional requirements as stated in the RFP document.

3.8. Bespoke Development

a) The Software Development Lifecycle (SDLC) should contain only bespoke development for FTSSv2 as per Scope of work of this RFP. The data should not shared with any third party application without prior approval of DGCI&S.
b) The ownership of all IPR rights in all bespoke development and its source codes, object code and all other relevant materials, artifacts etc done specifically for DGCI&S during this RFP will be exclusively with DGCI&S.
c) All material related to such bespoke development shall be treated as confidential information by the bidder.

3.9. Software Development Platform

a) The development platform should be chosen as End-to-End DevSecOps & MLOps (for AI/ML) Platform along with Container Orchestration Layer.
b) The Container platform should use an open source, enterprise-grade orchestrator.
c) The Container platform should support Multi-Cluster lifecycle Management.
d) Container platform should provide capabilities to run pods without any mandatory minimum resource configuration requirements. Pods should be able to run with as small as 50 milli core and 50 MB memory
e) All proposed component of Container platform including monitoring, observability, logging, management should be capable of running on premise without any dependency on any cloud based component.
f) The Container platform should support minor updates /upgrades to maintain consistency.
g) The container platform should prevent containers requiring root access from running by default.
h) Container platform should support disk encryption for worker and master nodes with AES256 or stronger cipher
i) Container platform should provide OAuth server for token based authentication and RBAC to expose cluster API's and also secure such API by x.509 certificates.
j) Container platforms should offer a cluster-level audit architecture to capture information   about actual occurrences in a resource-independent way.
k) Container platform should have been tested against following architecture:
    x86_64, s390x, ppc64le

3.10. Software Development Environment

Bidder is required to maintain the following Environment for entire development stage

a) Development & Testing -This environment for development and testing of the software packages and applications may be maintained by the bidder as mutually agreed by both parties.
b) Staging- This environment will be required for user testing, security testing and will be the pre-production stage. This environment may be maintained in cloud till the on- premises infrastructure is ready. After On premise data centre is ready the staging environment for on premise application to be maintained in data centre environment.
c) Production- This environment is for end user usage. The respective environment like the FTSS2 application and its database, AI-ML tool etc, other than Dissemination portal, has to be maintained on premise data centre environment.

3.11 System Requirement Study and Preparation of SRS & SDS

a) Although an indicative FRS, SRS and Schedule of Service have been provided in the EoI and RFP document, the successful Bidder shall carryout an independent and detailed assessment study of functional, technical, and operational requirements of DGCIS.

b) The SI is responsible to carry out an independent system study at DGCI&S Office to thoroughly understand the function and operational process of department by

   i. interacting with concerned section officials and understanding the entire setup, process flows, and business logics involved,

   ii. reviewing the existing systems, process, and existing application software,

   iii. detailing various use cases scenarios where AI/ML or any other technology driven innovation can be applied,

   iv. understanding/ assessment of data migration requirement and strategy,

   v. understanding/ assessment of data inputs and outputs requirements by collecting all input forms, registers and report formats of DGCI&S,

   vi. understanding/ assessment of existing applications from perspective of integration with proposed application,

c) Based on the above study, preparing the System Requirement Specifications (SRS) as per the latest version of the IEEE Standard for drafting the SRS, and obtaining Sign-off of SRS from DGCI&S.

d) The SI should try to create an 'agile' SRS, whereby the SRS document remains a flexible document and making small changes are easy.

e) Based on the approved SRS, preparing the Software Design Specification (SDS), based on the principles of Enterprise Architecture (EA).

f) Preparation and submission of Project Implementation Plan in compliance to the project schedule.

3.12 Design and Development of FTSSv2 (Application Software & AI/ML Module)

The scope would include the following.

a) Development of the departmental FTSSv2 application based on the approved SRS and SDS, including the AI/ML module for data processing.

b) **Agile standard development methodology** should be adopted for Software Development, covering the entire SDLC (Software Development Life Cycle).

c) **DevSecOps** -Continuous Planning tool(s),Continuous Development tool(s),Continuous Integration tools(s), Continuous testing tool(s), Continuous Monitoring tools(s), Continuous Operation Feedback tools(s) & Continuous Security tool(s) to be used in entire SDLC (Software Development Life Cycle) to facilitate the development, implementation and maintenance. Any other tools necessary for development should be added,

d) **MLOps**-Should use MLOps tools for AI/ML module development and implementation of MLOps principles in key stages like, but not limited to, Exploratory data analysis (EDA) , Data Prep and Feature Engineering, Model training and tuning, Model review and governance, Model inference and serving, Model deployment and monitoring, Automated model retraining.

e) The applications should be cloud native, i.e., it should exploit the advantages of cloud computing delivery model.

f) The development should be based upon automated workflow system & open standards.

g) SI may use any workflow management software for building all the required workflow features in the application software. *All the applicable licenses (if any and as applicable time-to-time) shall be provided by SI and procured in the name of DGCI&S. Bidder must take perpetual license wherever feasible.*

h) The SI should identify and integrate the new application with all internal and external systems and services as per the requirement of the proposed system.

i) The FTSSv2 must have integrated security/ monitoring features with the following:

    i.   Definition of Roles/ user group/ user type and Users

    ii.   Define Role-wise add/ edit/ view/ delete rights for each Entry Form/ Report in all modules

    iii.   Digital Time and User Stamping of each transaction

    iv.   Online monitoring of the User activities using user activity logs

    v.   Encryption of data wherever required

j) The information and forms collected from various sources and the development of the application software will have to be converted into appropriate electronic open standard format(s) as mentioned in 'Interoperability Framework for E-Governance in India'- v1.0 issued by Ministry of Electronics & Information Technology (MeitY), Government of India.

k) The audit trail should provide a facility to trace the path of changes in application software.

l) The SI would also ensure that the hosting services should be portable to another vendor without any changes to hosting environment.

m) The SI should configure specific system modules and third-party applications, when required.

n) The SI should carryout testing of the FTSSv2 including unit testing, integration testing, system testing, etc. along with User/ Final Acceptance Testing and share test reports.

o) The SI should conduct various testing including Load Testing, Performance Testing etc. and making necessary changes to the proposed IT system based on such test results. SI shall share such test reports.

p) All tools required for load testing and performance testing should be standard. In case any third-Party tools are required, the same are to be arranged by the SI for this project on its own cost.

q) The SI should undertake any other work required to complete the proposed revamped IT system as per requirement of DGCI&S.

r) **The SI is required to provide detailed profile of the team proposed for application development phase in their response to the RFP which shall not be alterable under general circumstances.**
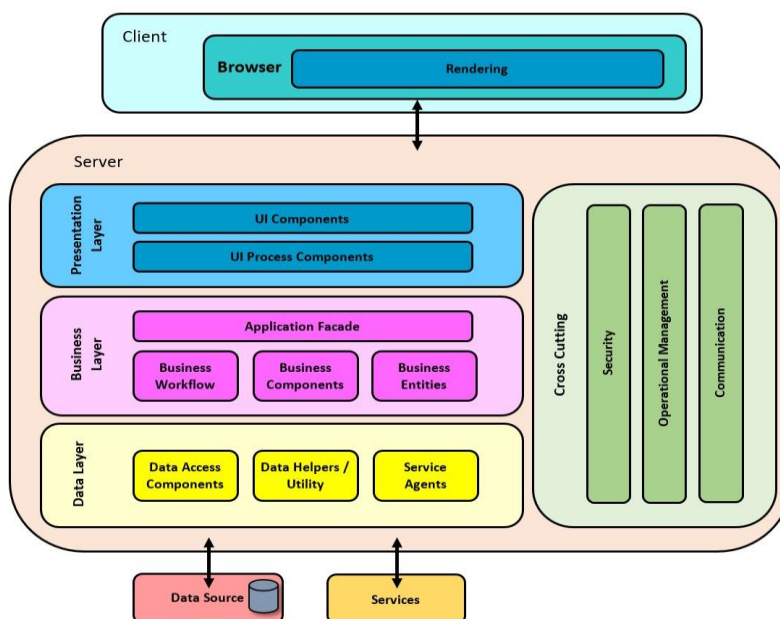
Figure 1: Web Application Architecture

3.13 Integration of FTSSv2

a) The SI will be responsible for integration of FTSSv2 with CBIC ICEGATE SFTP Server, SEZ SFTP Server (NSDL), through development of appropriate programs and APIs.

b) Identify the data/ services which is to be exchanged between the FTSSv2 and the other internal/ external systems and DGCI&S website and develop relevant programs.

c) Identify integration touch points for ensuring seamless integration with these internal/ external systems and DGCI&S website.

3.14 Design and Development of Applications for Dissemination channels

Integrated Dashboard: The new dashboard will be the main platform for a user to visualize, analyze and, thereby, gather insights from the data as well as download the data as per their requirements. With the help of GUI tools, the user should be able to create graphs and charts as per his / her necessity. To analyze the data, the user should also be able to do a **drill down** of the data – i.e., instantly shift from an overview of the data to more detailed and granular view within the same dataset by clicking on a metric in the dashboard. The user should also be able to **add-on** several columns for analyzing the data. For descriptive analysis, data-segmentation tools such as pivot-tables, graphs and charts, should be present. For predictive analysis, basic tools such as fitting of trend-lines and regression lines should be available with the help of GUI. The dashboard has to be made efficient in regard to speed of performance and incorporation of user-friendly features.

Additionally, there should be an option to display similar economic indicators through the process of web-scraping. For example, if the user is interested in the trade of tea, then after analyzing the data of tea he/ she would like to know few economic indicators such as annual production, domestic annual consumption, etc. about tea. This information on economic indicators should then be made available through web-scraping or any other technique.

The dashboard should be a combination of the present Exim Analytics Dashboard, Data Dissemination Portal and the Business Intelligence Module and more. That is, the functionalities of the new dashboard should include all the functionalities of these three portals /modules. Additionally, it may include one or two extra modules, the idea of which may crop up during discussion of the design with the SI and/or as suggested above.

Integration of Payment Platform with the Dashboard: At present, the users of the Data Dissemination Portal can use a query to select the data they want and then purchase the data by paying through a Bill Desk Payment gateway - which is integrated with the portal. Therefore, the new Dashboard should have an option for the users to select the data they require and have multiple payment channels, including UPI, integrated with the Dashboard through which they can purchase the data. This functionality should be made and added to the dashboard in a modular nature, so that as and when there is a decision to make data downloading free for users, this functionality can be turned off easily. Further, there should be some functionality to collect statistics on visitor count, number of downloaders, amount of data downloaded, total amount received by DGCI&S from users, etc..

Chat-bot or AI Assistant: There should be a chat-bot in the dashboard to assist the user to cull out the data they desire. There should be a counter to count the number of issues resolved solely by the chat-bot.

Key Requirements of Dashboard

a) Intuitive and easy to Navigate -The design should be visually appealing, user-friendly, have a unified look and feel and provide easy navigation throughout.

b) Design - Dashboard should be developed utilizing modern design and standards, compatible with all the modern browsers (Mozilla, Firefox, Safari, Chrome, Internet Explorer, Opera etc.) while providing graceful degradation for older browsers.

c) Search mechanism - Dashboard should have an AI-powered search function with various attributes to choose from. Sub-searches should also be available based upon various filters.

d) Presentation of Data - Dashboard should present data in various forms such as pie-chart, graphs etc. Data should be print friendly and user should be able to share the desired data via email, social media channels etc. User should also be able to download the desired data in various formats such Word, Excel, pdf etc.

e) Multi-platform support - The dashboard should be developed as Responsive, supported on major hardware platforms such as desktops, mobiles and hand-held devices, etc. The solution should automatically render a mobile-friendly view when opened on a browser of a mobile device.

f) Integration with website - The dashboard needs to be integrated with the DGCI&S website.

g) User Management – Admin: The admin should be able to manage the overall content of the Website and Dashboard through a customized dashboard (as is the case at present) and should have the option to edit/ delete contents. Through the Admin panel, the administrator should be able to make small amount of changes in the dashboard. The administrator should be able to create users as per the requirement and assign necessary permissions to update/delete/modify the content, like the current application.

Website: The architecture and functionalities of the website will primarily be the same as the present website. The look and feel of the website, along with the display of banner images as well as the design of the home page and all other pages are to be revamped.

Mobile App: The mobile app should contain the functionalities of the new dashboard, as many as possible, suited to ease of access through mobile devices.

The website and the mobile app should be cloud native applications and should not use any proprietary services of the Cloud service provider. They should be cloud agnostic so that they are readily portable from one cloud to another. The System Integrator may propose any new functionalities in line with the business process of DGCI&S.

Key requirements of Mobile App

a) The Mobile Apps should provide an intuitive and user-friendly GUI that enables users to navigate and apply actions with ease. The GUI should be responsive with very little or no delays or time lag at launch or whilst navigating through screens.

b) The Mobile Apps should enable ease of configuration and changes to existing GUIs, and support the introduction of new screens.

c) The Mobile Apps should provide on screen tips and online help to aid users while interacting with it.

d) Should make use of data available in the existing Database and reduce duplicate data entry

e) Provide way for users to provide feedback on the mobile apps, a quick way to report bugs, and provide suggestions.

f) For a feedback mechanism, incorporate analytics to track and identify users experience and actions.

g) Apps should be easily customizable

h) Network level security, traffic should be encrypted using secured connectivity

i) Should provide mobile Apps download based on phone OS and services

j) Apps should structure overall content with proper tagging to make them screen reader friendly.

k) Apps should ensure Compatibility with all platforms like Android and iOS.

l) Apps solution should develop Resolution independent design structure i.e. Mobile Apps should adjust itself automatically as per the screen resolution of the Mobile i.e. 1024*768, 1200*800 etc.

m) Mobile Apps should work flawlessly across different platforms

n) There should be minimum use flash contents so that home page should be loaded quickly.

o) It should not occupy excess RAM of the client device.

p) There should be a mechanism to collect statistics on the usage of the app by various users.

Important Parameters for design of Dissemination channels

a) <u>Performance</u> of the dashboard, i.e., speed and responsiveness with which the results will be displayed, is of paramount importance in designing of the dashboard.

b) <u>Security</u> of data and the dissemination platforms - It should conform to standard industry security guidelines such as Guidelines for Indian Government Websites (GIGW),

c) <u>Accessibility</u> – It should conform to industry accessibility guidelines such as World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

3.15 Data Migration

The System Integrator shall perform the data migration from existing online portal/existing database to an open-source relational database platform. The Data Migration to be performed by the System Integrator shall be preceded by an appropriate Data Migration strategy & methodology prepared by System Integrator and approved by DGCI&S. Even though DGCI&S is required to provide formal approval for the Data migration strategy, it is the ultimate responsibility of System Integrator to ensure that all the data sets which are required for operationalization of the agreed user requirements are migrated and validated. Any corrections identified by DGCI&S, during Data Quality Assessment and Review, in the data migrated by System Integrator, shall be addressed by System Integrator at no additional cost to DGCI&S.

Broadly, data migration will consist of the following activities:

i. Conduct Data migration study and submission of data migration report
ii. Define all the specifications that are needed to populate the data into the new system
iii. Prepare uniform codification of all data sets
iv. Develop the data migration templates/ Forms/ Format and facilitate the migration of legacy and new data elements into the new system.
v. Profiling the data present in the legacy systems to identify what data is available and/or needs transformation
vi. Extracting the required data from the legacy system

vii. Transforming the extracted data to the form/format as required

viii. Cleansing the transformed data of any inconsistencies and errors

ix. Loading the cleansed data into the proposed system

x. Arranging for a hands-on training of the officials of DGCI&S on how to use the new relational database platform.

3.16 Testing of FTSSv2 and all other applications

a) Preparation and submission of detailed testing plan and strategy.

b) Prepare and share various use cases and scenarios regarding testing, etc.

c) Performing application hardening of all the applications.

d) Performing unit testing, integration testing, system testing, load testing and security testing. Security testing (safe to host audit) shall be carried out by CERT-In/CDAC empanelled agencies.

e) Conducting testing of various components/ modules of the FTSSV2 and other applications, as per the latest version of the IEEE 730 standards. The bidder shall be required to share the testing documents and standards with the designated software testing team, wherever applicable/ required.

f) Taking corrective steps based on the testing reports i.e., rectifying the software issues/ bugs reported during the testing.

g) Security testing to be done each year after Go live in the entire project duration and corrective actions to be taken as per recommendation from testing agency.

h) Applicable security policies of DGCI&S to be adhered to during the implementation and maintenance phase of the project.

3.17 User Acceptance Testing (UAT)

a) The SI will conduct User Acceptance Tests (UATs) to ascertain whether the proposed IT system or any sub-system(s) is capable of meeting the functional and technical requirement as per the RFP and Performance requirements.

b) Preparation and submission of detailed UAT plans.

c) Submit Test Cases along with results with DGCI&S for review and verification at the time of UAT.

d) Prepare and submit various use cases, scenarios along with results with DGCI&S for carrying out UAT.

e) The SI shall conduct orientation workshop(s) for the users before handing over the application to DGCI&S for UAT.

f) The orientation workshop shall be conducted at the location(s) prescribed by DGCI&S.

g) UAT shall be done jointly by DGCI&S, SI and PMU (appointed by DGCI&S). SI shall assist DGCI&S and PMU in carrying out UAT of FTSSv2 and all other applications.

h) Rectifying the application software (FTSSv2) and all other applications; issues/ bugs reported during the testing to be compliant with the test case outcomes.

i) DGCI&S may reject any module/ system or any part thereof that fails to pass any test or do not conform to the specifications/ DGCI&S requirements. The SI shall rectify such rejected item/ module or parts thereof or make alterations necessary to meet the specifications and shall again perform the testing, all these activities shall be performed at no additional cost to DGCI&S.

j) DGCI&S will provide full co-operation to the SI in conducting the UAT which shall be carried out on the development server.

k) Final approval/ user acceptance of the application software shall be given by DGCI&S after successful implementation and testing. This is the responsibility of the SI to obtain the UAT approval from the DGCI&S.

l) All the costs towards testing and commissioning to be borne by the SI.

3.18 Final Acceptance Testing

Pre- requisite of Final Acceptance shall include submission of the following:

i. Software supplied under the RFP including customization & deployment of Software Related solution for DGCI&S application, integration, etc.

ii. All documentation related to the developed solution and relevant acceptance test document (including IT Components, Non-IT components).

iii. Installation and commissioning shall include:

   i. Installation and Commissioning of IT, non – IT components.

   ii. For both IT & Non-IT equipment's software manuals / brochures / Data Sheets / media are supplied to DGCI&S.

iv. Availability of all the defined services shall be verified and mutually agreed between DGCI&S and the selected bidder.

v. Testing must demonstrate that the new systems satisfy the operational and implementation performance criteria mentioned in the RFP document.

vi. The SI shall be required to demonstrate all the features / facilities / functionalities as mentioned in the RFP.

3.19 Code Level Audit Review

The selected Bidder on behalf of DGCI&S will apply for code level audit (within 1 month from Go-Live) from Cert-In/CDAC empanelled vendor after Go-Live of the solution.. Audit cost will be borne by the selected bidder. **The code level review shall be carried out thoroughly for all modules/sections of the entire application from security and performance perspective and if any kind of vulnerability is pointed out by the auditor, the same shall be rectified/ fixed by the bidder.**

69

3.20 Performance Review

Performance is another key requirement for the Project and DGCI&S shall validate and review the performance of the deployed solution. Performance Review will be a regular activity conducted quarterly till the first year after Go-Live during the stabilization period and subsequently half-yearly for the remaining support periods. Ongoing Performance Review is to be done after Go-Live at the above-mentioned periodic interval of time during the contract period or as decided by DGCI&S. This review will be done against certain key parameters defined in SLA, to validate the compliance to all service conditions agreed. DGCI&S or its representatives may carry out all the tests detailed in the acceptance test schedule to confirm that the performance of the different modules, subsystems, and entire installation satisfies the specified requirement of specifications including service performance for DGCI&S to validate the performance; the SI needs to demonstrate the tests and their results to DGCI&S during the testing phase. Such parameters include request-response time, workflow processing time, concurrent sessions supported by the system etc.

The SI shall make available the software programs and test cases required for carrying out the acceptance tests as per the schedule. Any additional test equipment deemed required during validation shall be arranged by the SI at no cost to DGCI&S, so as to complete the validation as per the specified time schedule in this document. The SI shall indicate whether the software package includes programs for testing under full load conditions and overload conditions by creation of artificial data in consultation with DGCI&S. Such test program shall be provided by the SI for the limited purpose of testing. Any deficiency found during validation in performance of the system as per the requirement shall be rectified by the SI immediately. Any component or module failing during the acceptance tests or requiring alterations necessary to meet specification requirements shall be replaced at no extra cost to DGCI&S at site by the SI. These shall be done within two weeks of the initial reports.

3.21 Post Implementation Services

Post Implementation Services requirements are detailed out in Section 4 of this RFP document.

3.22 User Support and Maintenance of the application

The scope of application support and modifications and integration with future systems covers the following activities

   i. enhancement / modifications with respect to new / enhanced / enriched functionality,
   ii. ensuring the desired functioning of the interface / integration,
  iii. preparation of test scripts and interim application testing,
   iv. installation of application and testing whenever required,
    v. modification or preparation of new reports as per requirement,
   vi. providing technical support on system parameters and requirement for newly implemented system,
  vii. management and administration of databases in accordance with agreed standards,
 viii. present relevant information and training if applicable and necessary regarding the use and functions of new products and services to a defined number of relevant users designated by DGCI&S, and
   ix. providing handholding support to end users in carrying out the business process transactions.

3.23 Bug Fixes and Management

Bug Fixes and Management is an important activity and based on the severity level, it becomes highly critical. There should be committed involvement in resolution of bugs based on following.

- Problem definition
- Request Analysis
- Priority Categorization
- Logging Bugs and tracking to resolution

It should address all the errors/bugs/gaps in the functionality offered by the offered solution (vis-à-vis the SRS) during the operations & maintenance period. It should identify and resolve application problems like system malfunctions, performance problems, data corruption etc. due to which the software related solution for DGCI&S may not be able to achieve the desired performance There should be a defined responsibility matrix for the following:

a) updating all available patch/ updates,

b) providing handholding support to end users,

c) ensuring proactive and timely support in identification and provision of solutions including support for resolution,

d) timely logging of Bugs/Problems, and

e) submitting Daily / Weekly / Monthly Status Reports to DGCI&S.

3.24 Software Change and Version Control

The Software Capacity Building & Version control process must be defined and approved.

a) The version control and configuration information for the operational system and other application software (if any) must be maintained.

b) All configuration changes or minor customizations to the application which requires development effort should be documented in detail.

c) Changes in the application, which are mandatorily required for complying with any of the predefined requirements, FRS or To-be Functional solution should be treated as extremely important, and hence are to be completed and documented in detail.

d) All changes during the stabilization or support & maintenance phase shall be subjected to the comprehensive & integrated testing to ensure that the changes implemented in the system meets the desired and specified requirements of DGCI&S and doesn't impact any other function of the system.

e) A Quarterly Report on the changes performed on the application and resolution of malfunctions carried out should be submitted.

f) Troubleshooting of all possible problems, monitoring of erratic behaviour through the Application Logs should be carried out at the earliest after detection.

g) All planned changes to application systems shall be coordinated within established Change Control processes to ensure that:

    a) Appropriate communication on change required has taken place or proper approvals have been received.

    b) Schedules have been adjusted to minimize impact on the production environment.

h) For any changes to the software, a document indicating proposed changes impact to the system in terms of functional outcomes/additional features added to the system etc. should be submitted and verified by the technical team. The team have to make changes/update in portal/application as per instruction given by DGCI&S.

i) No extra charges will be paid for changes before final Go-live and during 6 months maintenance free period after Go Live.

j) Approval from DGCI&S should be made mandatory for all the proposed changes before implementation of the same into production environment and such documentation is subject to review at the end of each month/quarter.

k) All such documentation should be preserved up to date to reflect the latest enhancements/modifications made to the application. All documentation should be prepared as per latest industry standards and should incorporate necessary version control mechanism.

Changes during maintenance phase have been detailed out in Section 4 of this RFP document.

3.25 Hand-over all required documentation to operate and maintain the system

System Integrator will supply DGCI&S the following:

a) System Software / Application including error free source code shall be handed over to DGCI&S before Go-Live of the applications and finally before expiry of the Contract.

b) Information relating to the current services rendered and data relating to the performance of the services; entire documentation, including source code, relating to various components of the Project, any other data and confidential information related to the Project;

c) All other information (including but not limited to documents, records and agreements) relating to the products & services related to the project to enable DGCI&S to carry out due diligence in order to transition the provision of the Project Services to DGCI&S or its nominated agencies, or its replacing Selected bidder (as the case may be). Such information would also include licences, licence keys, etc. procured in the name of DGCI&S.

    Detailed exit management has been elaborated in Exit Management Clause 11.

3.26 Commissioning of FTSSv2 and all other applications

a) Only after the successful completion of UAT and Security Testing from the CERT-In/CDAC empanelled agencies, the application software shall be deployed on the production environment. The

responsibility, both administrative and financial, to get the applications audited shall solely rest with the SI.

b) The SI shall be responsible for installation, integration, testing and commissioning of the hosting environment on the on-premises infrastructure and the additional systems on the cloud platform, along with all the allied equipment, software, updates, patches etc. at the production environment as and when needed.

c) Only after successful deployment of FTSSv2 and all other applications on production environment, FTSSv2 and all other applications would be deemed to have been commissioned.

3.26.1   Hosting Requirements

i. SI will be responsible for installation of all the software required for the successful hosting of the FTSSv2.

ii. In case there is any requirement of application specific server at any point of time, the SI shall be required to provide the same also without any additional cost to DGCI&S.

iii. Infrastructure should provide sufficient capacity in terms of data processing, data storage and network bandwidth to handle the overall load and traffic coming to the FTSSv2 without compromising the overall performance of the system. The infrastructure should provide dedicated IP, dedicated SSL/ TLS certificate.

iv. It will be the responsibility of SI to prepare the specification for infrastructure i.e., servers, CPUs, RAM, storage, required software, other equipment, and the network requirements for running the FTSSv2 efficiently. Whatever infrastructure is needed shall be clearly accounted in the bid document.

v. Appropriate redundancies shall be built in IT infrastructure as per standard industry practices. The SI shall inform DGCI&S about the cost of hosting of FTSSv2 on on-premises infrastructure and share the appropriate documentary proof.

vi. The SI shall formulate an effective Back-up Strategy and Disaster Recovery Plan and shall be responsible for implementing the same at the time of commissioning of FTSSv2.

vii. It is mandated that the SI shall host the DGCI&S applications other than FTSSv2 on the MeitY empanelled CSPs. Application FTSSv2, Database of FTSSv2 & AI/ML platform for FTSSv2 is mandatorily to be hosted in DGCI&S Datacentre.

viii. SI shall configure the DGCI&S provided domain name on its servers.

3.27 Go-live of FTSSv2 and all other applications

a) After successful commissioning of FTSSv2 and all other applications, FTSSv2 and all other applications would be declared as Go-Live and enter into 6 months free maintenance period, the SI will be issued a Go-live certificate by DGCI&S.

b) SI shall share all the passwords/ access rights/ addresses along with all relevant details of the application/ server/ database/ hardware (if any) with DGCI&S from the day of Go-live.

c) SI shall also handover complete, fully tested/ audited, bug free, final version of FTSSv2 and all other applications source code (in softcopy format) along with the signed hash of the final source code printed on the SI letter head and complete details of technology and software (with versions) used for the development of FTSSv2.

3.28 Documentation

DGCI&S shall review the project documents developed by SI including requirements, design, installation, training and administration manuals, version control etc. Any issues/gaps identified in any of the above areas, shall be addressed to the complete satisfaction of DGCI&S.

a) Preparation of the documents, like but not limited to, Software Requirement Specification (SRS), screen layouts, Software Design Specifications (SDS), Change Management Plan, Training Plan, Test Cases, Scenarios & Results, Software Code (softcopy), User Manuals, Training manuals, Operations & Maintenance Manual, Administrator Manual, Security Policy, etc. as per acceptable standards.

b) Updating all above mentioned documents time to time, specially whenever there is any change, update in the FTSSv2. Submit all the updated documents to DGCI&S

c) Obtaining sign-off for all the documents from DGCI&S.

d) Provide OEM documentation with every unit of the equipment supplied. The language of the documentation should be in English. The technical documentation should include illustrated catalogues/ reference manuals/ technical manuals and operation manuals.

e) The Selected bidder will provide all software related documentation periodically, Indicative list of documents include:

- High Level Design Document.

- Low Level Design Document.

- SRS Documents.

- Change and Quality Control Documents

- User Manual.

- Training Manuals.

- Unit Test Cases.

- UAT Report.

- Performance Test Report.

- Various Reports during the O&M phase like utilization, issue report, performance, etc.

- Knowledge Transfer.

3.29 Training and Capacity Building

Training of key stakeholders is essential for ensuring that the software developed is operational. Hence, the SI shall ensure a proper training to the designated end-users on the system to make them well conversant with the functionalities, features and processes built in the proposed system. SI is also required to include code level incremental demonstration time to time as part of his training obligation.

a) Training Plan: The selected bidder shall provide comprehensive and detailed training plan describing the proposed approach & methodology, calendar/ timelines, course contents, course duration, training materials, training tools, training logistics, etc.

b) The content of the training plan and schedule shall be prepared by the SI in consultation with DGCI&S at an appropriate time and should include **source code demonstration and submission** in appropriate batches of technical persons from DGCI&S. The SI shall submit the final document for approval of DGCI&S before initiating the training activity.

c) Training Overview: The training overview shall be provided to DGCI&S's Steering Committee and PMU members (if proposed) before beginning of each training phase. SI shall incorporate the changes suggested/ inputs provided by the DGCI&S during the training overview. The overview sessions will not be counted in total number of training sessions.

d) The selected bidder shall arrange separate training sessions for different categories of participants in batches (Approx. Batch size: 20+ participants).

e) Training could have multiple sessions as per the need and requirement of the project/ application. Hence, the SI shall conduct Training Needs Analysis of all the concerned staff and chalk out a systematic training plan. There should be sufficient number of trainers in every training session for conducting the training program.

f) Re-training of the above staffs whenever significant changes are made in the FTSSv2 and/ or personnel.

g) Assessment of Training Effectiveness: Evaluate effectiveness of training programs and workshops by obtaining formal feedback from each participant after completion of each training program/ workshop. The SI will be responsible for re-conducting the training of the whole batch in case the average score is less than 70% and the additional cost of such re-training sessions shall be borne by the SI.

h) The requisite training infrastructure like space, seats, projector with screen etc. shall be provided by DGCI&S in consultation of SI.

i) The training shall be organized by the SI wherein specialised logistics and supportive facilities (if any), apart from the above-mentioned facilities, should be arranged by the SI only, and all associated cost shall be borne by the SI.

j) SI shall conduct training at the location(s) prescribed by DGCI&S

k) The SI shall provide training material like handouts, user manual (role base), the language of training manual shall be in English.

l) The training content and mode of delivery must be approved by DGCI&S. Training material should be provided in hard and soft copies both. The SI shall ensure that all the training documentation in

Hardcopy and Softcopy is in place (user training, operation procedures, visual help-kit etc.) before beginning each training session.

m) The cost incurred on carrying out the training at prescribed location(s) shall be borne by the SI which includes trainer's and other support team member's fees/ salary along with all incidental expenses like travelling, lodging-boarding, local conveyance etc.

n) DGCI&S will bear its own expenses related to travel and lodging of its personnel.

o) SI should also provide online help corner for the users and upload user manuals, self-running demos, save and maintain FAQs online so that users can obtain system specific technical/ functional help online as and when required. The system should also maintain module-wise online user Feedback database.

3.30 Supply of Software/ Application/ RDBMS/ Other related Software/ Licenses

a) SI shall supply all the software with adequate number of licenses procured in the name of DGCI&S, required for the proposed system. The ownership of all the software should rest with DGCI&S. Original packing list, bill of material, delivery challan of all hardware and software should be submitted to DGCI&S.

b) The software provided should have the OEM/ vendor support for a period of not less than 5.5 years from the date of go live.

c) Software tools for implementation, Data Migration, testing etc. shall be part of the offered solution and shall be arranged by the SI without any additional cost to DGCI&S.

d) All support services including updates, upgrades and patches for all software modules shall be provided by the SI till the end of the AMC period.

3.31 Authorization, Security and Access

a) The SI shall assist DGCI&S in formulating appropriate security/ authorization, control policy to prevent unauthorized access to the DGCI&S network, IT on-premises infrastructure as well as to the FTSSv2 components e.g., programs, data, screens, and outputs.

b) The SI shall build adequate access rights and control mechanisms into the proposed IT system to prevent any unauthorized access to the FTSSv2 or any of its part/ data/ information.

3.32 Business Continuity Planning

The selected bidder shall prepare and implement the Business Continuity Plan for DGCI&S. The strategy should include details of infrastructure, location, operations, management and policies based on Business Impact Analysis carried out in consultation with the DGCI&S officials.

3.33 Disaster Recovery (Offsite backup)

It has been decided that a separate Data Recovery (DR) backup site is to be maintained at NIC cloud. Regular back-ups of all the applications are to be taken and uploaded to the NIC location in a different seismic zone. A periodic disaster recovery operation is to be conducted every quarter whereby the SI is to restore the systems using the backups. This is to ensure that in the event of a disaster the applications can be re-started with the latest backed up data with minimum time lag.

The Disaster Recovery Operation to be taken before Go-Live of the applications and successful demonstration will be an acceptance criterion. Subsequently such operation is to be taken once every three months. The operation shall ensure that in case of a disaster a smooth and proper transition happens.

3.34 Disaster Recovery Plan and Back-up Policy

a) The SI shall formulate an effective Back up strategy and Disaster Recovery Plan and will be responsible for implementing the same during the contract period.

b) The SI shall revise/ update the backup policy keeping pace with the technological advancement.

c) The SI shall test the effectiveness of the Back-up Strategy which should be discussed and finalized after mutual discussion with DGCI&S

d) The SI shall submit the backup status/operation report to DGCI&S.

3.35 General Scope

a) The SI must provide comprehensive on-site warranty/ on-site maintenance duly backed up by authentic OEM support for the entire IT infrastructure supplied and installed under the project and thereafter maintenance phase for the entire period of contract as per the agreed SLA.

b) Preventive maintenance services to be carried out at least once in a quarter (3 months).

c) Corrective maintenance services to be carried out as and when required.

d) Asset management services i.e., creation of a database of all the IT hardware (if any) and software assets, record installation and removal of any asset and inform DGCI&S even if it is temporary, register all the licensed software with the respective OEMs and maintain the registration details.

e) Configuration management services i.e., maintaining the record of all the hardware and software configurations, to ensure that no unwarranted changes are carried out, version management of the configurations, accessibility of the configurations should be only with the admin and designated officials.

f) Vendor management services i.e., coordination with external vendors/ OEMs/ CSP/ ISP etc., maintaining the database of all the vendors with their contact details.

g) Server management services i.e., administration, performance tuning, patch management, usage statistics, access details, logs, security etc.

h) Backup and recovery of all the system software, application software, database, etc. as per the Standard/ CSP policy.

i) SI should ensure that all the software, hardware, peripherals, accessories, subcomponents required for the functionality and completeness of the solution should also be provisioned according to the requirements of the solution. Also, any additional components, sub-components, assemblies, sub-assemblies that would be required to meet the desired performance requirements (as per SLA) will have to be provisioned by the SI at no additional cost to DGCI&S.

j) To ensure that the application design and implementation takes care of necessary security aspects such as data safety, access controls, integrity, backup measures.

k) Bidder should ensure that none of the quoted components and sub-components is declared end-of-sale, end-of-life, and end-of-support by the respective OEM at the time of bid submission. If, the OEM declares any of the products/ solutions end-of-sale subsequently, bidder should ensure that the same is supported by the respective OEM from its date of deployment till the end of the contract period. The SI needs to submit Annexure S: 'Manufacturer Authorization Form' in this regard.

l) SI will be responsible for the generation and submission of necessary documentation required during the entire project by DGCI&S.

m) The SI will be responsible for maintaining the required performance levels as per the agreed SLA failing which the penalty, as applicable and as defined in the subsequent sections of the RFP document shall be imposed on the SI.

3.36 Scope of Work for Cloud Service Management

The System Integrator will be responsible for the following:

i) Bidder shall be responsible for procuring, setting up, installation, configuration, management, upgradation, and migration of application servers, database servers/storage to the cloud environment. The cloud must be a 'MeitY- empanelled cloud'. In the MeitY's guidelines to Government Departments on Adoption / Procurement of Cloud Services, the following are included as essential certification by CSP.
1) ISO/IEC 27001 or ISO/IEC 27002:2022/2013 - Data Centre and the cloud services should be certified for the latest version of the standards towards information security management system along with information security, cybersecurity and, privacy protection
2) ISO/IEC 27017:2015-Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology
3) ISO/IEC 27002 for cloud services and Information technology
4) ISO 27018-Code of practice for protection of personally identifiable information (PII) in public clouds. .
5) ISO 20000-1 – NOC and SOC facility must be within India for the Cloud Environments and the managed services quality should be certified for ISO 20000:1
6) TIA 942 A/B &/or Uptime Tier III or higher – Telecommunication infrastructure standard for Data Centre. **(Self-certification by the CSP is to be submitted by the Bidder to DGCI&S)**.
7) Payment Card Industry (PCI) DSS - compliant technology infrastructure for storing, processing, and transmitting credit card information in the cloud

ii) The indicative list of DGCI&S's applications / portals to be migrated and hosted in the procured cloud environment are given as follows;

    (a) Integrated Dashboard (new)

    (b) DGCI&S Website (new)

    (c) Exim Mobile App (new)

    (d) Data Dissemination Portal (new)

    (e) Exim Analytics Dashboard (new)

    (f) World Trade Analytics Portal(new)

    (g) Indian Trade Journal Portal(new)

iii) SI will maintain and manage the required network components for the cloud services procured by the SI for DGCI&S. Setup and configure the VMs, storage, Network, Database etc. at DC site meeting requirements of DGCI&S.

iv) Cloud Service provider shall be responsible for implementation, management, and monitoring of Distributed Denial-of-Service (DDoS), Intrusion Prevention System (IPS), Intrusion Detection System (IDS) Services, etc.

v) Cloud Service provider will implement anti-malware and conduct regular vulnerability scanning and penetration testing of systems and infrastructure.

vi) Cloud Service provider shall have public Services in De-Militarized Zone (DMZ) and High security services in Militarized Zone (MZ).

vii) Cloud Service Provider shall configure external connections to the hosting infrastructure required to upload database/files etc.

viii) Cloud Service provider is expected to understand the complete architecture of existing applications and processes necessary for smooth migration of applications and databases including interdependencies between applications and data.

ix) Cloud Service provider shall be responsible for deployment of Security patches on Hardware and Software.

x) Si will be responsible for migrating to cloud and managing the cloud services.

xi) The SI shall be responsible to monitor the cloud services and ensure 99.9 % uptime of all services as per agreement.

xii) Deployment of specified Applications on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured.

xiii) Provide access to DGCI&S for installation/commissioning and management of Virtual Machines. Provisioning of scalable storage capacity as per requirements of DGCI&S and availability of such services as per agreement.

xiv) SI shall provide necessary technical documentations, design documentations, standard Operating Procedures (SOPs) required for operations and management of services.

xv) SI shall have provision to provide and support additional VM requirements and related services.

xvi) SI shall provide necessary details including sizing, current loads, utilization, expected growth/demand and other details for scale up/scale down at the end of first year in close coordination with DGCI&S.

xvii) Monitoring of performance, resource utilization and other events such as failure of services, degradation of services, availability of network, storage, Database systems, OS etc.

xviii) The applications should be cloud native and should not use any proprietary services of the Cloud service provider, i.e., services which are specific to a particular Cloud Service Provider and are not available with other similar providers. They should be cloud agnostic so that they are readily portable from one cloud to another.

3.37 Scope of Work for Application module for Artificial Intelligence and Machine Learning

DGCI&S Systems continuously receive, store and process data related to Exim trade from ports concerning all the importers/ exporters across the country. Over a period, this data is gathered to provide a lot of statistics comprehension for useful analysis both for compliance as well as to prepare out the interesting patters and exceptions. It is desirable to make use of an appropriate Business Intelligence tool amalgamated with applications of Artificial Intelligence and Machine Learning to analyse and correlate the data and generate reports in various forms which would provide required inputs and enable the policy makers of the DGCI&S to develop productive information which will definitely help in better functioning of DGCI&S procedures.

The application to be developed by the System Integrator should also have AI-ML components with atleast 85% accuracy, following are the different AI-ML use-cases basis our initial analysis and discussion with stakeholders (indicative but not exhaustive):

Case – 1: Blank / Incorrect Country Code

The Data sources for DGCI&S' FTSS application are as following:

1. Electronic Data Interchange (EDI) through ICEGATE SFTP Server

2. SEZ Data through e-mail/SFTP server

3. Non-EDI Data through e-mail

4. Manual Data by post

Among the above-mentioned Data sources, the EDI and SEZ data (pts. 1 and 2 above) have pre-decided structures, templates in place and hence the fields are well defined. Thus, the error concerning Incorrect / Blank Country Code does not occur for these data sources. However, for non-EDI and manual data sources, such error may be encountered.

Following are different scenarios under the mentioned case:

a. In the following import data row, the highlighted cell for country code is blank:

S. No.	Commodity Code (ITCHS)	Country of Origin (COO)	UoM	Qty	Value	Currency	Rate	Description
1	08133000		Kgs	100	15000	AUD	150	Apple from Australia

Possible application of AI-ML: In the above example, through parsing and analysing the Description field's string or text into logical syntactic components, the AI-ML engine can suggest the COO to be **Australia** and corresponding Country Code can be recommended by the engine by mapping it to be Country Master Table, having the following Structure:

<u>**Country Master Table**</u>

Code	Country
001	**Afghanistan**
002	**Albania**
003	**Algeria**
004	**Andorra**
005	**Angola**
006	**Antigua and Barbuda**
007	**Argentina**
008	**Armenia**
009	**Australia**
010	**Austria**

Possible Recommendation: The following possible recommendation can be given as an output of the AI-ML engine.

S. No.	Commodity Code (ITCHS)	Country of Origin (COO)	Recommendation from AI-ML engine	Unit of Measurement	Qty	Value	Currency	Rate	Description
1	08133000		009 (Australia)	Kgs	100	15000	AUD	150	Apple from Australia

If the User accepts the above recommendation, the COO field would be updated, and the AI-ML engine would be trained accordingly.

b. In the following import data row, the highlighted cell for country code is blank and the description contains misspelled Country description

S. No.	Commodity Code (ITCHS)	Country of Origin (COO)	Unit of Measurement	Qty	Value	Currency	Rate	Description
1	11023447		Kgs	100	7000	EUR	70	Pineapple from **Armnia**

Possible application of AI-ML: In the above example, through parsing and analysing the Description field's string or text into logical syntactic components, the AI-ML engine would identify misspelled country name of **Armenia** and thus suggest the correct COO and corresponding Country Code can be recommended by the engine by mapping it to be Country Master Table.

Country Master Table

Code	Country
001	**Afghanistan**
002	**Albania**
003	**Algeria**
004	**Andorra**
005	**Angola**
006	**Antigua and Barbuda**

007	**Argentina**
008	**Armenia**
009	**Australia**
010	**Austria**

S. N o.	Commodity Code (ITCHS)	Count ry of Origin (COO)	Recommendat ion from AI-ML engine	Unit of Measurem ent	Qt y	Valu e	Curren cy	Rat e	Description
1	11023456		008 (Austria)	Kgs	10 0	7000	EUR	70	Pineapple from **Armnia**

If the User accepts the above recommendation, the COO field would be updated, and the AI-ML engine would be trained accordingly .

c. In the following import data row, the highlighted cell for country code is erroneous, that is, such country code does not exist the Country master table

S. No.	Commodity Code (ITCHS)	Country of Origin (COO)	Unit of Measurement	Qty	Value	Currency	Rate	Description
1	08133000	**1509**	Kgs	100	15000	AUD	150	Apple from Australia

Possible application of AI-ML: In the above example, the AI-ML engine would look-up the COO Code in the country master table and once found unavailable, the engine through parsing and analysing the Description field's string or text into logical syntactic components, would suggest the correct COO - **Australia** and corresponding Country Code can be recommended by the engine by mapping it to be Country Master Table.

S. No .	Commodi ty Code (ITCHS)	Count ry of Origin (COO)	Recommendat ion from AI-ML engine	Unit of Measureme nt	Qt y	Valu e	Curren cy	Rat e	Description
1	08133000	**1509**	009 (Australia)	Kgs	10 0	1500 0	AUD	150	Apple from Australia

If the User accepts the above recommendation, the COO field would be updated, and the AI-ML engine would be trained accordingly.

Case – 2: Blank / Incorrect Commodity Code

Following are different scenarios under the mentioned case:

a. In the following import data row, the highlighted cell for commodity code is blank:

S. No.	Commodity Code (ITCHS)	Country of Origin (COO)	Unit of Measurement	Qty	Value	Currency	Rate	Description
1		009	Kgs	100	15000	AUD	150	Apple from Australia

Possible application of AI-ML: In the above example, through parsing and analysing the Description field's string or text into logical syntactic components, the AI-ML engine could suggest the Commodity to be **Apple** and corresponding ITCHS code can be recommended by the engine by mapping it to be Commodity Master Table.

Possible Recommendation: The following possible recommendation can be given as an output of the AI-ML engine.

S. No.	Commodity Code (ITCHS)	Recommendation from AI-ML engine	Country of Origin (COO)	Unit of Measurement	Qty	Value	Currency	Rate	Description
1		08133000 (Apple)	009	Kgs	100	15000	AUD	150	Apple from Australia

If the User accepts the above recommendation, the ITCHS field would be updated, and the AI-ML engine would be trained accordingly .

b. In the following import data row, the highlighted cell for commodity code is blank and the description contains misspelled Commodity description

S. No.	Commodity Code (ITCHS)	Country of Origin (COO)	Unit of Measurement	Qty	Value	Currency	Rate	Description

| 1 | | 009 | Kgs | 100 | 15000 | AUD | 150 | **Aple** from Australia |

Possible application of AI-ML: In the above example, through parsing and analysing the Description field's string or text into logical syntactic components, the AI-ML engine could suggest the Commodity to be **Apple** and corresponding ITCHS code can be recommended by the engine by mapping it to be Commodity Master Table.

Possible Recommendation: The following possible recommendation can be given as an output of the AI-ML engine.

S. No.	Commodity Code (ITCHS)	Recommendation from AI-ML engine	Country of Origin (COO)	Unit of Measurement	Qty	Value	Currency	Rate	Description
1	 	08133000 (Apple)	009	Kgs	100	15000	AUD	150	**Aple** from Australia

If the User accepts the above recommendation, the ITCHS field would be updated, and the AI-ML engine would be trained accordingly.

   c. In the following import data row, the highlighted cell for Commodity code is erroneous, that is, such ITCHS code does not exist the Commodity (ITCHS) master table

S. No.	Commodity Code (ITCHS)	Country of Origin (COO)	Unit of Measurement	Qty	Value	Currency	Rate	Description
1	**081335673**	009	Kgs	100	15000	AUD	150	Apple from Australia

Possible application of AI-ML: In the above example, the AI-ML engine would look-up the ITCHS Code in the Commodity master table and once found unavailable, the engine through parsing and analysing the Description field's string or text into logical syntactic components, would suggest the correct Commodity –**08133000 (Apple)** and corresponding ITCHS Code can be recommended by the engine by mapping it to be Commodity Master Table.

S. No.	Commodity Code (ITCHS)	Recommendation from AI-ML engine	Country of Origin (COO)	Unit of Measurement	Qty	Value	Currency	Rate	Description

| 1 | **081335673** | 08133000 (Apple) | 009 | Kgs | 100 | 15000 | AUD | 150 | Apple from Australia |

If the User accepts the above recommendation, the ITCHS field would be updated, and the AI-ML engine would be trained accordingly.

Case – 3: Deviation of Commodity Unit Rate beyond acceptable limits

At present, for a particular Country-Commodity combination, DGCI&S records historic Commodity Unit Rate and stores such rates as Historic Mean Rates derived from at least ten such transactions for the particular Country-Commodity combination.

For a given trade record, if the unit rate falls beyond the acceptable limits (defined by 10% to 1000% of the Historic Mean Rate), then the quantity of the commodity is manually adjusted by DGCI&S officials to bring the unit rate within the acceptable limit range.

In the following import data row, Rate (highlighted) is less than 10% of Historic Mean Rate for Import of Country-Commodity Combination and hence does not fall within the acceptable limits:

S. No.	Commodity Code (ITCHS)	Country of Origin (COO)	Unit of Measurement	Qty	Value	Currency	Rate (Value /Qty)	Historic Mean Rate for Import of Country-Commodity Combination
1	08133000	009	Kgs	100	15000	AUD	150	1600 AUD/Kgs

Possible application of AI-ML: In the above example, the AI-ML engine would adjust the quantity of the commodity in such a manner that the unit rate falls within the acceptable range (10% to 1000% of the Historic Mean Rate)

Possible Recommendation: The following possible recommendation can be given as an output of the AI-ML engine.

S. No.	Commodity Code (ITCHS)	Country of Origin (COO)	Unit of Measurement	Qty	Value	Currency	Rate (Value /Qty)	Historic Mean Rate for Import of Country-Commodity Combination
1	08133000	009	Kgs	**75**	15000	AUD	**200**	1600 AUD/Kgs

If the User accepts the above recommendation, the Quantity field would be updated, and the AI-ML engine would be trained accordingly.

From the next such transaction onwards, the AI-ML engine would be trained towards modifying the quantity for that particular Country-Commodity Combination in similar manner.

The above-mentioned probable applications of AI-ML is summarized as following:

Blank/Incorrect Country Code	Blank/Incorrect Commodity Code	Deviation of Commodity Unit Rate beyond acceptable limits
• **Blank Country Code**: AI/ML engine to learn from the product description to suggest the correct country code • **Blank Country Code & Misspelled Country Description**: Identification of misspelled country name to suggest country code by breaking the description string into logical syntactic components • **Erroneous Country Code**: Suggest the correct country code based on the text description of goods	• **Blank Commodity Code**: AI/ML engine to analyze the product description to suggest the correct commodity code • **Blank Country Code & Misspelled Commodity Description**: Identification of misspelled commodity name to suggest commodity code through parsing & analyzing the description string • **Erroneous Commodity Code**: Suggest the correct commodity code based on the text description of goods	• Based on historic Commodity Unit Rates and depending on the Country-Commodity combination, AI-ML engine would recommend adjusting the quantity of the commodity, such that the unit rate falls within the acceptable range

3.38 Project Management

a) Co-ordinate all activities with the Program Management Unit (PMU)/ Steering committee set-up by DGCI&S.

b) Ensure timely delivery of all the deliverables related to proposed IT system.

c) Supervise and ensuring delivery, installation, and commissioning of IT infrastructure as per BOM supplied with the technical bid.

d) Co-ordinate among various stakeholders and other vendors.

e) Ensure that day to day issues related to the proposed IT system are handled and solved immediately.

f) Monitor risk management related aspects and project delays.

3.39 Project Monitoring and Reporting

a) The SI shall describe the proposed project monitoring and reporting methodology.

b) SI to submit a written weekly progress report to DGCI&S for review. The frequency of report submission can be modified mutually during critical phases of the Project.

c) Report exceptions and issues that require immediate attention of DGCI&S on a regular basis.

d) The SI's Project Management team will be responsible for updating the Program Management Unit (PMU)/ Steering committee of DGCI&S in progress review meetings to be held at periodic intervals.

3.40 DC Design Considerations

a) Scalability- The DC shall support both vertical (the growth of computational power within one operating environment) and horizontal scalability (leveraging multiple systems to work together on a common problem in parallel).

b) Availability- All components of the DC shall ensure high availability of the applications and other Data Centre services.

c) Interoperability-Operating systems and storage technologies from different OEMs must interact well with each other. These systems should also support the open architecture solutions where information/ data can be ported to any system, whenever desired.

d) Cyber Security- The Data Centre must provide an end-to-end security blanket to protect applications, services, data and the infrastructure from intentional, unintentional or malicious attacks or theft from external (through internet) and internal (through intranet and or physical) hackers/malicious intent. Such attacks and theft should be controlled and well supported using layered Security Approach with next generation cyber security appliances e.g. Firewalls, IPS, WAF, DDOS systems, Situational Awareness & Analytics and other infrastructure protection mechanisms. Furthermore, all the system logs should be properly stored (for minimum of 6 months) & achieved for future analysis and forensics whenever desired. The DDOS Solution should protect using Behavioural-based algorithms for attack detection that goes beyond just SYN flood protection to offer a wide range of protections at high mitigation capacity including SSL, DNS and more and should be built with dedicated hardware platform to prevent high volume DoS attacks and DDoS flood attacks, without impacting legitimate traffic. The solution should Block high packets-per-second (PPS) attacks that overuse the CPU resources of networking and security equipment and Web stealth attacks (e.g., Login page brute force attacks, SSL-based attacks).

3.41 Scope of Work for DC installation and Commissioning

The System Integrator will be required to procure and install the in-scope hardware IT infrastructure for DC such as Smart Racks, Firewalls, Switches, Load Balancers, Core Switches, Servers, SAN Storage, Tape Library etc and other active and passive devices of reputed OEM's as per hardware sizing suggested by SI aligned with system design proposed by SI and thereafter maintain the same as per the scope of work mentioned in this section. The scope shall include procurement, supply, transportation, storage, unpacking, installation, testing, successful commissioning and satisfactory completion for the DGCI&S Data Centre.

DGCI&S shall provide the necessary minimum constructed space for DC. Data Centre shall be located in DGCI&S premises in Kolkata. **The SI shall also be responsible for assistance in allocation of necessary cloud infrastructure (from NIC)for taking regular backups for Disaster Recovery Operation**.

Any kind of civil and non-IT work such as construction of false flooring, false ceiling, electric cabling, air-conditioning, etc. remains excluded from the scope of work. Only the portion related to purchase and installation of IT hardware components, including network components, are included in the scope of work.

The list of work of the SI would include

i.   Procuring, setting up, installation, configuration, management, upgradation and support the IT infrastructure required for the DC

ii.   Data Centre IT Management facility (e.g., server, storage, network, security, and allied items) for management and monitoring of the entire DC.

iii. Procure, Supply, install, and commission the required cables, PDUs, sockets, distribution boards etc. as per requirement of the existing electrical system. If required SI shall accomplish the assessment of existing electrical system without any extra cost.

   a. Check the earthing of each rack connection.
   b. Check the connectivity of the rack from the UPS
   c. Test the power failover of racks.
   d. Perform testing on installed electrical system.
   e. Perform cable dressing and labelling

iv.   Supply, Installation and Commissioning of Network, Network, Server and Storage Equipment:

   a. The delivery of all equipment / software / services would be accepted only after inspection, testing and approval of the equipment / software / services by the authority specified by the DGCI&S, if required so. Inspection charges would be borne by the bidder only and the DGCI&S would make no extra payment in this regard. If the equipment's are found to be refurbished, same shall be rejected by DGCI&S.

   b. The bidder shall be responsible for understanding the existing compute architecture and based on that revamp the configuration and architecture after consultation with DGCI&S

   c. The bidder shall be responsible for submitting Post Implementation document to DGCI&S which consist of architecture, configuration etc.

v.   SI should procure, configure, and commission all IT hardware, network components and non-IT requirements for setting up the DC and DR-backup.

vi.   The methodology used by SI should ensure that the Data Centre Site Hardware can be rapidly deployed.

vii. SI must also procure and successfully install all the system software such as operating systems and any other software for using the DGCI&S system

viii. The proposed components must be forward-looking with at least a seven-year horizon to start with; should also accommodate any scaling up requirements necessitated in future.

ix.   The SI would provide Installation and Commissioning Report to DGCI&S.

Further, the following are to be maintained:

i. Infrastructure should provide sufficient capacity in terms of data processing, data storage and network bandwidth to handle the overall load and traffic coming to the FTSSv2 without compromising the overall performance of the system. The infrastructure should provide dedicated IP, dedicated SSL/ TLS certificate.

ii. It will be the responsibility of SI to prepare the specification for infrastructure i.e., servers, CPUs, RAM, storage, required software, other equipment, and the network requirements for running the FTSSv2 efficiently. Whatever infrastructure is needed shall be clearly accounted in the bid document.

iii. Appropriate redundancies shall be built in IT infrastructure as per standard industry practices.

3.42 Scope of Work-Revamping of the Campus IT Network Infrastructure

The selected bidder shall do a complete site survey of the entire Campus IT Network Infrastructure of DGCI&S at its own cost and additionally do the following

1. Plan and install the local area network with the aforementioned features:
   i. Network points must be identified using the appropriate labels on the faceplates, I/O boxes, and patch panels.
   ii. Bidder must deploy the patch panels, I/O boxes, plates, I/O Devices(Cat6A Compliant) etc. in accordance with OEM best practises.
   iii. OFC/Electrical/LAN cables must be routed with or without the appropriate conduits or casing.
   iv. If the cable needs to be installed outdoors, the bidder will make sure that all of the wiring is done in a proper weatherproof casing.
   v. Survey the existing Racks and propose and supply new 19 inch wall mountable racks wherever necessary of 9U with appropriate accessories like jack panel, LIU and PDUs.

2. Laying of UTP CAT 6A cable with cable route survey & detailed cable route diagram , termination of cable with labels & marking as per approved labeling plan & documentation. Install network points and any other necessary materials at the prescribed places as needed. This must comprise passive LAN components such as structured Laying, Crimping, and Termination cabling at multiple departments/locations.

3. Laying of 6 core single mode OFC Cable with cable route survey & detailed cable route diagram , termination of cable with labels & marking as per approved labelling plan & documentation.

   i. Connect all the fibre at every place, test connectivity end to end, and check for splicing, termination, etc.
   ii. The bidder will install ISI-marked PVC conduit pipes or appropriate cable trays where OFC is to be installed inside a campus or building to connect various offices or switches.
   iii. The required Jointing kit, Splicing machine, OTDR, Optical talk set, Tool kit etc, and also any additional accessories required at site shall be arranged by SI.
   iv. Supply & Install Fibre, pigtail, patch cord and termination at Network wherever necessary.

v. Supply and Install LIU, Fiber Patch Panels, and Fiber Distribution Frames at both ends, along with pigtailing and splicing of all cores, wherever required.

vi. Supply and Installation of any additional equipment necessary for the successfully commissioning of the Network.

4. Bidder shall supply and install electrical cable which will run along with OFC cable to each racks and must be connected with central UPS. Appropriate electrical sockets are to be used in each racks to connect the PDU's with central UPS.

5. Bidder has to do earthing as per industry best recommended practice. The earthing cable will run Along with power cable to each racks and network equipment and connected to all the PDU(Power Distribution Unit).

6. Bidder shall supply and install SFP(Small Form-factor Pluggable),Access Switches, Aggregation Switches, Access Points, Access point Controller etc and any other active component for the campus network as per requirement (Please see the existing infrastructure details in this RFP).

7. Bidder shall supply and install central online UPS system (preferred make APC/Emersion/Numeric/Power One/Delta) with battery bank of appropriate kva depending upon the proposed architecture and number of active devices for both data centre & campus network. Battery needs to be replaced after 2.5 years of maintenance period (maintenance period is of 5 years after Golive+6 months free maintenance period). The battery backup of all the active components related to Campus IT network has to be at least 1 hour.

8. The Bidder shall be responsible for monitoring the revamped network using open-source network monitoring tool and submit the report periodically to DGCI&S.

3.43 DGCI&S's current Application: Module-wise description

The details of various components of DGCI&S's application are presented below:

3.43.1 Data Ingestion Component

This Component handles the input data to the online application. The Foreign Trade data gets generated in customs locations and SEZs in the forms of Daily Trade Return (DTRs) from Bills of Entry (BE) for Imports and Shipping Bills (SB) for Exports submitted by the Importers and Exporters, respectively, in various customs offices and SEZs located all over India.

The DTRs from Customs are received in DGCI&S in three different modes, namely,

(i) Electronic Data Interchange (EDI) mode through CBIC ICEGATE SFTP Server and SEZ SFTP Server – The DTRs from SEZs are received online through NSDL Server by DGCI&S. This data is hosted on the SFTP host server and accessed through IP and dedicated password. The data is in the form of text flat file with specified data format. This data is formatted in the Database field format and uploaded into the system using a telnet client. Periodicity of this activity is daily, i.e., every day the export and import data of the previous day from each of the SEZs and Ports are updated in the database.

(ii) E-mail (non-EDI) data in the form of Excel files – This data is formatted in the Database field format and uploaded into the system using a telnet client. This activity is done as and when non-EDI data is received from the ports via email.

(iii) Hard copy in handwritten formats – This data received is entered into the Database using a Manual Data Entry module. Except for manual data, all other data are uploaded into the main server by EDP (Electronic Data Processing) Division and separate datasets are maintained for export and import. The manual data are uploaded into the main server by officers of Export and Import after data entry through the Manual Data Entry module. This activity is done as and when non-EDI data is received from the ports via post.
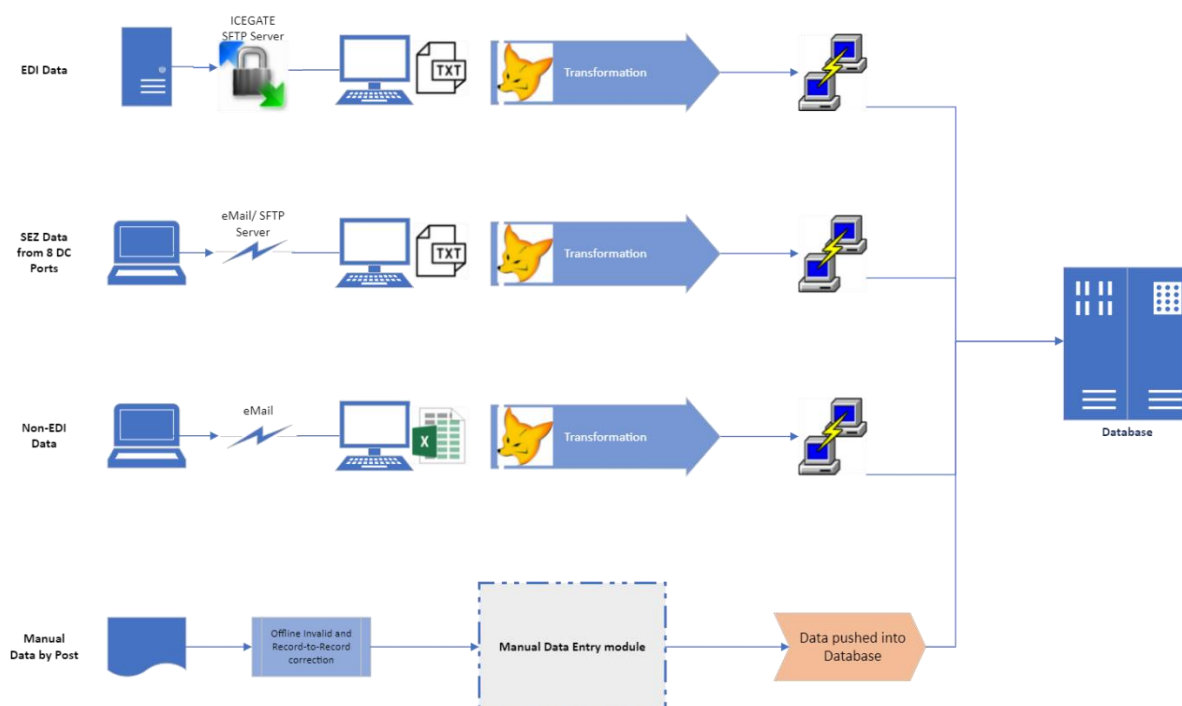
Figure 2: Data Ingestion at DGCI&S

3.43.2 Data Record ID (Sequence Number) Generation

After entry into the Database for all DTRs (export and import), a unique Sequence Number is assigned to each entry in the Database. The Sequence number is reset to zero (0) at the beginning of each financial year and each entry in the database is given an incremental sequence number from the last number as present in the Database. Each data entry also contains the date and month of the transaction (Shipping Bill date for export & Bill of Entry date for import).

3.43.3 Invalid Error Generation & Correction Component

After assignment of the Sequence number to each new entry, each of the entries are checked for Invalid Country and Commodity codes (fields in the DTR entry) individually for Export and Import.

User selects the month and year of the database for which the Invalid check is to be run. If the individual Country and Commodity codes in the data entries are not present in the Master Table of

Countries and Commodities, a temporary Error table is populated with the Invalid entry for correction.

Error can be of two types:

1. Code does not exist in the Master Table of Commodity/ Country Codes

2. Commodity/ Country Code field is blank

In both the cases, the entries are populated in the temporary table for correction
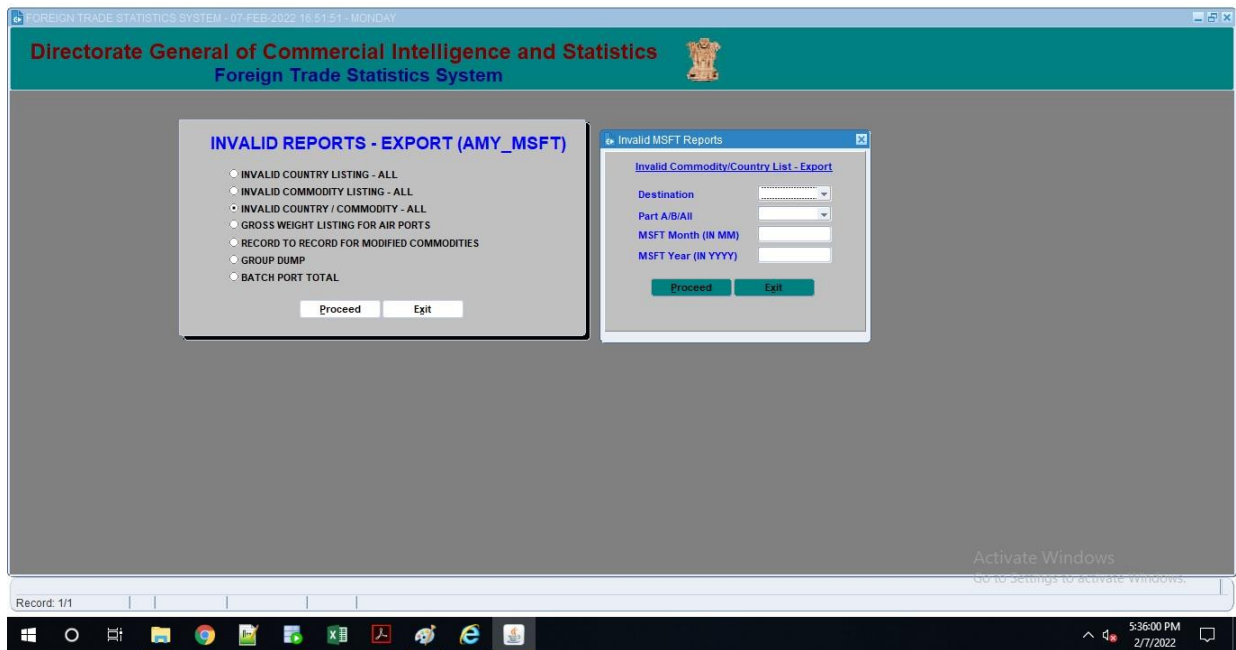
Figure 3: Invalid Error

The temporary table generated for Invalid Country and Commodity codes are distributed for correction amongst the users and the screen for correction is as follows:

Figure 4: Temporary Table for Error correction

For Invalid Error correction, only Commodity Code (ITCHS) and Country Code are editable for correction, while other fields are non-editable. The user updates the Country and Commodity codes and submits for verification to senior officers and post verification the updated values are pushed into the database corresponding to the original entries.

Error correction for the two error types are as follows:

1. Commodity Code does not exist in the Master Table of Commodity Code – In case of an invalid code entry, the user determines the correct ITCHS Code from the Master Table based on the description of the product or commodity

2. Commodity Code field is blank – In case of a blank code entry, the user determines the correct ITCHS Code from the Master Table based on the description of the product or commodity and updates the Commodity Code for the transaction.

3. Country Code is blank or does not exist in the Master Table of Commodity Code – In case such an error, the user determines the correct Country code based on the description of the item or port of export/ import and updates the Country Code for the transaction.

3.43.4 Auto – Correction/Conversion Component

For each commodity code, a standard measurement unit is defined however, the input data may contain reported unit of quantity different than that of the Standard unit of measurement. In such cases, Stored Procedures are run such that an auto conversion of the unit using the mathematical formula from the reported unit of quantity to the standard unit of quantity.

3.43.5 Group Code Updation Component

All 8-digit Commodity Codes have been classified into 169 Brochure Groups. The commodity codes assigned to each Brochure Group is updated in the beginning of each Financial Year.

After the Commodity Code errors have been corrected, for each individual database entry, Group Code is assigned to the transaction based on the Commodity code, corresponding to the month and year selected.
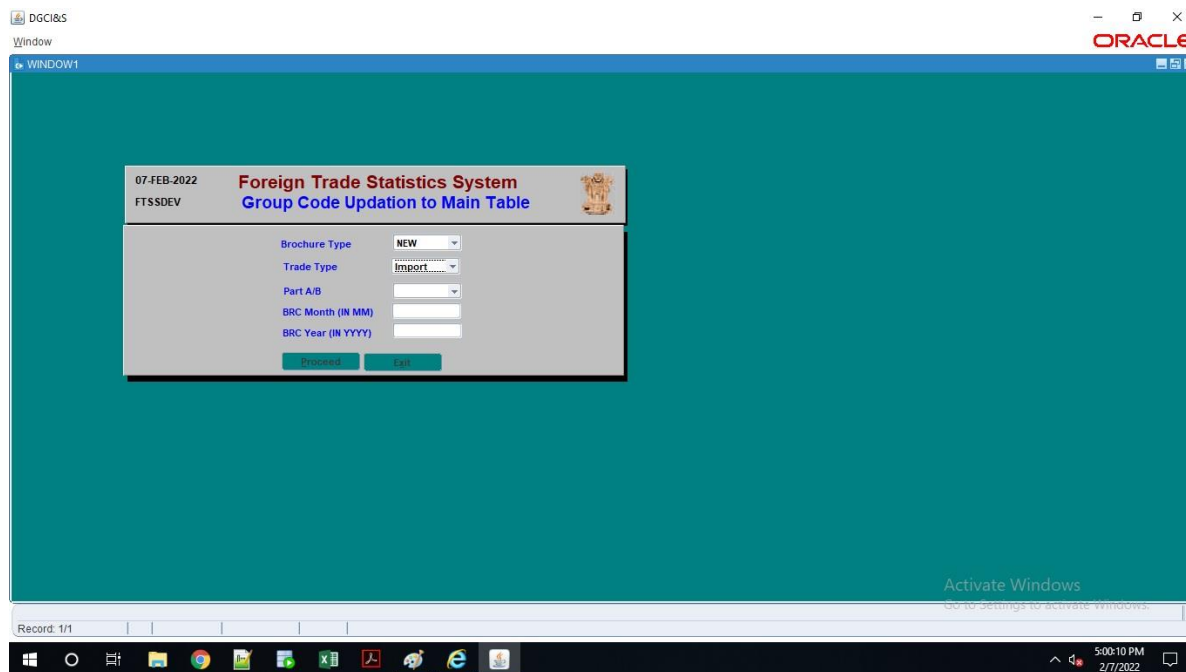
Figure 5: Group Code Updation

3.43.6 Record-to-Record (RR) Error Generation & Correction Component

For all transactions stored in the database, unit value is calculated which is derived by dividing Export/Import Value by the quantity. For all Country Commodity combination, a Historical Mean value is available which are computed on the basis of unit values of historical transactions. The tolerances for each Country Commodity combination are also defined. Upon running of the Record-to-Record check, the transactions where the unit values lie beyond the tolerance range then they are selected for checking.

In this step, those cases are also taken up where the transactions have been reported in units of commercial parlance. These transactions are individually checked, and the reported quantities are corrected to appropriate quantities as per the Standard Unit.

The staff update the quantities of the transactions based on historical reference or if there is a mismatch in the standard units and Commercial units reported based on the description of the commodity provided by the importer or exporter.

3.43.7 Computation of Historical Mean Rates

The benchmark for comparing the current unit values are the historical unit rates. These historical unit rate, which is the mean of the unit values of transactions made in the past months, is computed using the following logic:

1. First the transactions of the past three months are taken for each country x commodity combination. The mean and variance of unit values in these transactions are computed after suitably removing outlier transactions.

2. Then the only those means are taken where the number of transactions is 10 or more. In case 10 transactions are not found in the past three months, then for those country x commodity combinations data for past six months is considered. In case, still there are less than 10 transactions available, then the means are computed on the basis of past 12 months. If still there are less than 10 transactions, then those country x commodity combinations are dropped.

3. Now, the historical rates are computed only country-wise using the same methodology as elucidated above. These rates are used for those transactions for which the country x commodity combinations have less than 10 transactions and have been dropped earlier.

3.43.8 Group Dump System (Provisional Alpha) Error Correction Component

In this step the unit values are checked country-wise for each commodity against the historical rates. In case the current rates are found to be outside tolerance level then each transaction of that country for the specific time period is checked.

3.43.9 Aggregation of Brochure-MSFT

After successful correction of the errors in the dataset, a month-wise aggregation is run based on the parameters as defined below to the Export and Import data. The transactions corresponding to each of the following parameters are aggregated and collated into a summary table for dissemination.

1. Brochure Code-wise Aggregation

2. MSFT-wise Aggregation

3. State-wise Export data Aggregation

4. Scheme-wise data Aggregation

3.43.10 Master Table creation and Maintenance

The following are the list of Master Tables which are maintained at DGCI&S and are updated on a regular basis.

1. Country Code Master Table

2. Commodity Code Master Table

3. Port Code Master Table

4. Brochure Code Master Table

5. State/ Region Master Table

6. Scheme Master Table

7. Lot Master Table

8. Chapter Master Table

9. Unit History Master Table

10. Sensitive Commodity Master Table

11. Section Master Table

12. Dollar Master Table

Section 4

Scope of Work during Operations and Maintenance Phase

4. Scope of Work during Operations and Maintenance Phase

4.1 An Overview

DGCI&S is looking forward for the delivery of the following broad areas of services under this project:

1. IT Infrastructure Management services

2. Application Management services

3. Server Administration & Management

4. Storage Administration & Management

5. Network & Security Management services

6. Backup/Restore Management for Servers, Database, Applications etc.

7. Configuration, administration, customization, upgrade/ patch/ new release deployment

8. BCP Planning and Disaster Management

9. Reporting & Documentation

10. Help Desk Management

11. Training, knowledge sharing for DGCI&S employees.

12. Project Management

4.2 IT Infrastructure Management services

The Successful Bidder shall offer Infrastructure Management Services at the Data Centre for DGCI&S as part of the scope of work. These are described below:

- System administration and server management.
- Perform all software installations and updates for software considered under the RFP.
- Develop, maintain, and update processing policies, procedures and documentation related to DC and DR-backup IT Infrastructure.
- Coordinate with the DGCI&S on process and procedures changes.
- Prepare, maintain, and ensure adherence to batch job or scheduled processing activities.
- SAN and storage management.
- For remote monitoring and management bidder to provide the link and required network components. This cost should be included as a part of services
- Four personnel – Database Administrator, Network Administrator, Server & Storage Administrator and Cyber Security Expert shall be deployed full time in DGCI&S premises during the maintenance phase of the project.

4.3 Annual Maintenance Contract (AMC) of FTSSv2 and other applications

- During maintenance phase, the selected SI is required to carry out modification (related to scope of work) / additions / deletions of module / functionality to the Integrated Application without any additional costs.
- The support shall address all user level queries, fixing bugs, enhancements, changes to configurations, customizations, patch updates, upgrades, database administration, security, management of day-to-day task related to Domain / System / Database / Application / VC /Network Administration etc.
- The services covered under post implementation support include:
    o Comprehensive Annual Technical Support Services (ATS) on all the licensed software (DGCI&S application, associated software components, database, Anti-Virus, operating systems, etc.) has to be provided by the SI from the date of Final Go live.
    o Applications Functional Support (AFS) for the O&M period for the DGCI&S application shall cover all the solution components.

Maintenance of the software for all the applications & related solutions provided to DGCI&S should be maintained as per the industry standards. The services covered under post implementation support include: -

i. Operations & Maintenance Services from the date of Final Go-Live.

ii. Helpdesk and Client-Side Support services from the date of Final Go-Live.

iii. Software maintenance and support services from the date of Final Go Live.

iv. Application functional (operational) support services for implemented solution from the date of Final Go-Live.

a) The SI shall provide post implementation support post Go-Live for entire project period of 6months+60 months, which includes maintenance support, technical support, and implementation and deployment of Change Request raised by DGCI&S.

b) If any OEM is involved in the process, the SI shall arrange the support from OEM also for the same period.

c) During the AMC phase the SI shall deploy sufficient manpower to ensure seamless operation of the FTSSv2 system and other applications whenever required.

d) SI shall transfer the ownership of the FTSSv2 and other applications along with the latest version of source code i.e., all software developed/ customized/ configured/ procured etc. and all the procured licenses and support related documents in the name of DGCI&S.

e) During AMC phase, DGCI&S may request SI, to make necessary changes in the layout, colour schema, content, MIS reports format, input forms layout etc. However, these changes shall be suggested keeping in view that it should not impact the database schema. The selected bidder shall be responsible to make these changes at no extra cost to DGCI&S.

f) The SI shall be responsible to maintain the version and quality control and archives of source code, content, and database.

g) During entire AMC phase, the SI shall submit the detailed monthly compliance report including system generated report from EMS and HMS in hard and softcopy format to DGCI&S within first calendar week of the next month, and on need basis as and when required by the DGCI&S. The final format of the report shall be finalized by the SI in due consultation with DGCI&S.

4.3.1   Maintenance and Technical Support

i.   The SI is required to provide detailed profile of the team proposed for AMC in the technical bid of the RFP.

ii. The SI shall make available and implement all upgrades of proposed FTSSv2 and other applications and related tools during the AMC period.

iii. The SI shall be responsible for deploying additional manpower for smooth functioning of the project and at no extra cost to DGCI&S.

iv. During the entire AMC period the SI shall be responsible for (including following, but not limited to):

A.   SI shall be responsible for handling all the issues/ problems faced by the users.

B.   Installation of new versions/ software/ releases (including next generation release) upgrades, bug fixes, functionality enhancements, patches to cater to changes (including tax, legal, statutory and policy requirements), any modification or enhancement to existing business processes, changes to configurations, customizations, database administration, data back-up and archiving, security and other technical assistance.

C. Overall administration, operations, monitoring, and maintenance, definitions/ patches/ updates/ service packs, backup, recovery, etc. of the deployed IT Hardware and Software infrastructure at the cloud platform and to ensure the desired uptime.

D. Overall monitoring of the deployed network bandwidth/ links so as to ensure the desired uptime. In case of downtime/ link failure, reporting immediately the same to the Internet Service Provider (ISP) and tracking until the link is restored and services are operational as required.

E. In the event of onsite deployed resource(s) leaving the project/ employment, the same shall be immediately replaced with another resource of equivalent minimum qualifications and experience. All such events should be notified to the DGCI&S well in advance.

F. At no time, the provided manpower should be on leave or absent from the duty without prior permission from the designated nodal officer of DGCI&S. In case of long-term absence due to sickness, leave etc. the SI shall ensure replacements and manning of all manpower posts by without any additional liabilities to DGCI&S. Substitute will have to be provided by the SI against the staff proceeding on leave/ or remaining absent and should be of equal or higher qualifications and experience.

G. Update, modify, re-build, replace any module, feature of the application, at SI's sole cost, to keep the system free from any defect or deficiency in any aspect that prevent any application from fulfilling the functional or technical requirements.

H. DGCI&S may request SI, to make necessary changes in the layout, colour schema, MIS reports format, input forms layout etc. However, these changes shall be suggested keeping in view that it should not transform in database schema. The selected bidder shall be responsible to make these changes at no extra cost to DGCI&S.

4.4 Server Administration & Management:

The service provider is expected to provide the Server Administration & Management services as follows-

- Service provider shall provide the "Server Administration service" to keep servers stable, reliable and their operation efficient.
- Administrative support for user registration, User ID creation, maintaining user profiles, granting user access, authorization, user password support, and administrative support for print, file, and directory services.
- Setting up and configuring servers and applications as per configuration documents/ guidelines provided by DGCI&S.
- Installation/ re-installation of the server operating systems and operating system utilities.
- OS Administration including troubleshooting, hardening, patch/ upgrades deployment, BIOS & firmware upgrade as and when required/ necessary for Linux or any other O.S proposed as part of this solution whether mentioned in the RFP or any new deployment in future.
- Ensure proper configuration of server parameters, operating systems administration, hardening and tuning.

- Regular backup of servers as per the backup & restoration policies approved by DGCI&S from time to time.
- Regularly monitor and maintain a log of the status of critical services, performance of servers including but not limited to monitoring of CPU, disk space, memory utilization, I/O utilization, etc.
- Regular analysis of events and logs and maintain the reports for future audit purposes.
- Managing uptime of servers as per SLAs.
- Take appropriate steps to comply with the audit observations made by various internal/ external auditors.
- Depending on the nature of applications deployed, Service provider shall suggest/ implement appropriate security measures on various servers, especially the Web, Application and Database servers.
- Co-ordinate with SSL Certificate service provider for issuing and deployment of SSL certificates.
- Maintenance of Microsoft's Active Directory (AD) & Additional Domain Controller (ADC).
- Preparation/ updating of the new and existing Standard Operating Procedure (SOP) documents on servers & applications deployment and hardening.

4.5 Storage Administration and Management: -

- Installation and configuration of the storage system.
- Management of storage environment to maintain performance at desired optimum levels.
- Development of storage management policy, configuration and management of disk array, SAN fabric / switches, etc.
- Configuration of SAN storage whenever a new application is hosted in the Data Centre Site. This shall include activities such as management of storage space, volume, RAID configuration, LUN, zone, security, business continuity volumes, performance, etc.
- Preparation of Standard Operating Procedure (SOP) document for the Storage Administration.
- Regularly monitor and log the state of complete cloud solution including but not limited to Servers, Operating System, Storage, Networking, Backup operations, Disaster recovery drills.
- Service provider shall provide L1, L2, L3 & subject matter expert level of support for any issues related to proposed infrastructure to DGCI&S at primary Data Centre site.
- Service provider will coordinate with DGCI&S to resolve any problems/issues as per SLA.
- Suggest/Help DGCI&S on implementing Data Centre best practices as per industry standards.
- Co-ordinate with DGCI&S in implementing any changes that might be required towards the deployment/placement within the Data Centre.
- Compliance to IT Security policies of DGCI&S/ Statutory bodies.
- Adherence and maintenance of the user access controls as advised by DGCI&S.

4.6 Network & Security Management Services:

Service provider will have to provide complete managed services for all networking components proposed as part of the solution like, switches, routers, firewall, load balancers and links. Configure, manage & modify configuration of the network devices / firewall policies as and when required.

Monitoring & Fault Management of:

- Monitoring & management of Internet, P2P, and IPsec VPN Tunnels proposed as part of this solution.
- Bandwidth utilization, latency, packet loss etc.
- Call logging and co-ordination with VPN, Internet Service Providers, Point-to-point line service providers for restoration of links, if need arises.

Configuration Management:

- Configuration of L2 switches for administration and L3 Switches (If any) for VLAN creation / hardening / routing /load sharing etc.
- Maintaining / Updating of Network diagram.
- Maintaining complete details of network hardware along with interfaces, IP address etc.
- Redesigning of network architecture as and when required by DGCI&S.

Security Management Services:

- Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion protection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.
- Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats.
- Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
- Ensure a well-designed access management process, ensuring security of physical and digital assets, data and network security, backup, and recovery etc.
- Quarterly (or as required by DGCI&S) review of domain level rights and privileges; Modifying access permissions of existing security policies on existing firewall.
- Adding/ Changing network address translation rules of existing security policies on the firewall.
- Diagnosis and resolving problems related to firewall, IDS /IPS.
- Managing configuration and security of Demilitarized Zone (DMZ) Alert / advise DGCI&S about any possible attack / hacking of services, unauthorized access / attempt by internal or external persons etc.
- Implementation of IT security policies as advised by DGCI&S/ Statutory bodies.

- Resolution and restoration of services in case of any possible attack and necessary disaster management.
- Shutdown of critical services to prevent attack (internal or external) in coordination with DGCI&S.
- Event and correlation.
- IPv6 configuration, if required.

Internet & Web Security & Administration

- Coordination with ISPs for installation / configuration of links.
- Monitoring of Internet links and co-ordination with ISPs for restoration of failed link(s).
- Monitoring bandwidth utilization.
- Carrying out configuration changes on router as per the DGCI&S requirements.
- Backup, up gradation and restoration of OS, configuration files etc.
- To ensure working of all the DGCI&S's URLs and Internet applications from outside DGCI&S's Intranet.
- Backup /restoration/synchronization of configuration files of devices.
- Maintaining static NAT table of ISPs.
- Installation/configuration/management/up gradation of the devices / appliances.
- Successful bidder should provide the DDoS mitigation solution which can handle the attack of 1 Gbps.

4.7 Backup/Restore Management for Servers, Database, Applications etc.

- To perform backup and restore management in coordination with DGCI&S's policy & procedures for backup and restore, including performance of daily, weekly, monthly, quarterly, and annual backup functions (full volume and incremental) for data and software maintained on the servers and storage systems using Enterprise Backup Solution.
- To recover from a crash / other local failure at the NIC DR site, without affecting the primary system or replication process in any way. The full backup shall be taken at the end of the week, whereas for incremental backups and log backup will be a mutually agreed period between DGCI&S and NIC.
- Ensure proper storage and handling of media to prevent data loss.
- Backup and restoration of Operating System, application, databases, and file system etc. in accordance DGCI&S with defined process / procedure / policy.
- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- Ensuring prompt execution of on-demand backups & restoration of volumes, files and database applications whenever required.
- 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.
- Installation, re-installation, upgrade, and patch deployment of the Operating System in the event of hardware/ Software failure, OS issues, release of new version or patches by the OEM etc.

- Generating and sharing backup reports periodically.
- Coordinating to retrieve off-site media in the event of any disaster recovery.
- Periodic Restoration Testing of the Backup.
- Maintenance log of backup/ restoration.
- Update/ Maintain Standard Operating Procedure (SOP) documents.

4.8   BCP Planning and Disaster Management:

In view of providing continuous availability of the applications along with complete managed services and disaster recovery services in case of disaster at primary site, DGCI&S desires to take regular backups and upload them onto a NIC location in a different seismic zone as detailed in the section on "Disaster Recovery Drill".

4.9   Service Maintenance:

The bidder requires to operate and maintain the cloud infrastructure at NIC location (DR site) as per the scope mentioned in scope of work

1. Monitoring of backup status.
2. Lag in backup due to any unforeseen errors.
3. Network monitoring
4. Security monitoring and analysis
5. Reporting if any issue is arising in replication.
6. Weekly backup at DR end

4.10 DR Drills

- During the DR drill, the SI needs to arrange the full DR team with sufficient resources and expertise and complete the activity under the supervision of senior resource for co-ordination.
- DR drills should be planned and executed periodically, minimum once in a quarter.
- Drills should be carried out over a minimum period of 24 hours each time. Drills can be conducted for all applications together which could simulate the failure of all systems.
- Each application's DR system shall be accepted by DGCI&S only after a successful DR drill has been conducted.
- The exact process of the DR drill should be formulated in consultation with the DGCI&S team in a way that all elements of the system are rigorously tested, while the risk of any failure during the drill is minimized. The process should be documented by the successful bidder as part of the disaster recovery plan.
- The date, time, duration, and scope of each drill shall be decided mutually between DGCI&S and the successful bidder. Extreme care must be taken while planning and executing DR drills to ensure that there is no avoidable service interruption, data loss, or system damage at DC.

- Provide Event Analysis Reports for the disaster recovery solution as a part of the services.

4.11 Reporting and Documentation

SI should submit reports on a regular basis in a mutually decided format that is daily / weekly and monthly uptime/downtime report. Softcopy of these reports shall be delivered automatically via email at specific frequency and to the pre-decided list of recipients. SI should also submit information as part of periodic review as and when required by DGCI&S.
Following is the indicative list of reports:

Reporting

- Service provider shall transfer data back to DGCI&S either on demand or in case of termination of contract for any reason.
- Summary of component wise Data Centre uptime.
- Summary of changes in the Data Centre.
- Log of preventive / scheduled maintenance undertaken.
- Configuration Management summary report.
- Change Management summary report.
- Service Level Management – priority/severity wise response and resolution.
- Service Failure Analysis, listing out escalations and downtime/outages, if any.

Incident Reporting

- Detection of security vulnerability with the available solutions / workarounds for fixing.
- Hacker attacks, Virus attacks, unauthorized access, security threats, etc. – with root cause analysis and the plan to fix the problems.
- Standard Operating Procedure (SOP) for DR-backup to NIC cloud, System Documentation/ User manuals have to be prepared and maintained up to date with version control.

Documentation

Preparation/ Updating of System Documentation of support requirements, upgrade, patching, cloning & migration in detail with version control. This will also include preparation of System document for complete infrastructure/facilities available in datacentre including Server, storage, network, network security configuration and deployments initially complete document and thereafter regular updating of the same with version controls. This documentation should be submitted as the project undergoes various stages of implementation. Indicative list of documents includes:
- Detailed Project Plan
- Project Management Plan
- Details of complete solution deployed for DGCI&S in NIC DR-backup site.

4.12 Training, knowledge sharing and skills development for DGCI&S employees: -

- Identification of training needs, evaluation of knowledge transfer requirements on the software tools, technologies proposed under this contract.
- Training on system, implemented customizations & personalization. Periodical training need assessment and training to the existing users on the implemented solution as and when required.
- Training Material should be provided which shall include the presentations used for trainings and the required relevant documents for the topics being covered.

4.13 Campus IT Network Support

Comprehensive Onsite Warranty & Maintenance:

Bidders must maintain the required SLA and provide Comprehensive Onsite Maintenance with spare parts for all equipment as supplied in the entire project period (installation + 6 months+5 years maintenance). The following information pertains to the work that has to be done:

i. Fixing broken parts or components.

ii. Replacing damaged parts or components with new ones that have the same or superior requirements to ensure compatibility.

iii. Submit inventory list to DGCI&S with information of the given equipment, such as serial numbers, model names, and makes (along with the Delivery Challan). Also, the supplied equipment's information must be updated in the OEM's Warranty Management System.

iv. As needed, all network equipment and services must be configured or reconfigured by the bidder.

v. The bidder is required to keep a inventory of the hardware and software configurations of all equipment, as well as information on the various policies that have been applied to the equipment, such as VLAN configurations, access control lists, routing filters, clustering information, etc. The bidder is required to maintain frequent backups of the configurations of each of the aforementioned devices in soft copy.

vi. Patch Management of the devices to be maintained on regular basis.

4.14 Change Requests/ Management

Change Management will protect the production environment and its services. All changes to Configuration Items must be carried out in a planned and authorized manner.

a. An institutional mechanism will be set up for taking decisions regarding requests for changes. DGCI&S will set up a Change Control Committee with members from the DGCI&S and the selected bidder. If it is unable to reach an agreement, the decision of the DGCI&S will be final. DGCI&S may at any time, by a

written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -

i. New applications & database (FTSSv2 & other dissemination channel applications, AI modules etc) (not from existing services/ Module at the time of RFP)

ii. Integration with third party payment gateway.

iii. Data acquisition process and API's.

iv. DR Process

b. The change request/ management procedure will follow the following steps: -

i. Identification and documentation of the need for the change – The information related to initiator, initiation date and details of change required, and priority of the change will be documented by Bidder.

ii. Analysis and evaluation of the Change Request – Classifications (impact, priority, risk) of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the bidder.

ii. Approval or disapproval of the change request – DGCI&S will approve or disapprove the change requested for software development. Quoted man-month rate as specified in annexure Q shall be used for cost estimation. Efforts of all technical resources shall be considered for total man-month estimation to carry out the s/w development resulting from the change request. Any change request involving manpower involvement of less than 15 days will not be chargeable and will be considered within scope of maintenance. For all technical resources irrespective of their experience (which should always meet or exceed the RFP requirements) and specialization, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.

iv. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder. The change must be tested before implementing in production environment.

v. Roll Back Plan- In the event of failure or degradation of existing services after implementing change in production environment, the Bidder will inform DGCI&S immediately and roll back changed configuration to its earlier operational condition.

vi. Verification of the change – The change will be verified by DGCI&S or its appointed consultants on implementation of the change request.

c. All changes outside the scope of this agreement like new module addition etc agreed to herein which may have likely financial implications shall be undertaken by successful bidder only after securing the express consent of DGCI&S and will be chargeable on Man/Month Basis only as specified in Annexure Q irrespective of days of estimated involvement. If consent of DGCI&S is not received, then the change will not be carried out.

d. While approving any change request, if required, DGCI&S may ask the bidder to deploy the required resources on-site.

e. Any such change, within the maintenance period, to herein causes an increase in the time of maintenance duration of the Project (5 years),the same shall be communicated to DGCI&S and DGCI&S

may take appropriate measures to implement or not to implement the change. The decision of DGCI&S will be final in this case.

4.15 Other Services

- Provide network link, RPO, RTO and performance monitoring tool dashboard access to DGCI&S for real time basis monitoring.
- The service provider shall provide necessary training to DGCI&S personnel to monitor the various SLAs, monitor the dashboard in event of switchover/switchback at the time of disaster (planned/testing or otherwise).
- Must make the DC site up with the latest data and applications at DR-backup after a disaster (planned / unplanned / drill) has happened.

4.16 Project Management

SI's responsibilities include, but are not limited to the following:

- SI shall nominate a Project manager for entire period of the contract for
- interacting with DGCI&S nominated person for all the activities under scope of this project.
- SI shall submit a detailed project implementation plan and clearly spell out important milestones of project immediately after the award of work.
- Successful bidder will submit the BCP plan and details of BCP committee member from bidder side.
- Be responsible for delivery of services and act as a primary interface to DGCI&S for all matters.
- Maintain project communications and provide documentation and adhere procedural standards approved by DGCI&S for the execution of the project.
- Prepare a service management plan for meeting the desired performance.
- Management of documentation/deliverables as described under the SOW. Measure, evaluate and report on progress against the project plan.
- Adhere to CMMI level 5 documentation procedures.

Section 5

Deliverables and Timelines

5. Deliverables & Timelines

5.1 Effective Date Of Contract

Bidder shall commence the Supply & Services and shall proceed with due expedition and without delay from the effective date(signing) of Contract or date of issuance of LOI/LOA whichever is earlier (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract.

5.2 Project Plan

Before the commencement of the Supply & Services, Bidder shall submit for approval of DGCI&S a Works plan showing the Methods, schedule of delivery of services, schedule of infrastructure procurement & installation and deployment plans for Personnel, Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with DGCI&S shall be treated as the agreed Works plan for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.

5.3 Commencement of Services

Not later than the number of days after the Effective Date specified in the Contract or the LOI/LOA whichever is earlier, the Bidder shall begin carrying out the Supply & Services after confirming the following:

a) As required by the Contract, all Subcontractors and key personnel needed at the beginning of the assignment are effectively participating.
b) That upon provision of Bank Guarantees are implemented.
c) That DGCI&S has provided facilities (including Data, Documents and Background Information) as per the Contract
d) that all parties involved in the assignment (users, security team, and other relevant departments of DGCI&S and other third-party stakeholders) have been informed by DGCI&S
e) that all authorisations have been obtained

f) DGCI&S shall nominate a Contract Manager (or a Consultancy Management Team), and the Bidder shall nominate a counterpart Team Lead to monitor the assignment so that the output is in line with the DGCI&S's's objectives of the Contract.

5.4 Termination of Contract for Failure to Become Effective

If the Contract has not become effective (as per sub-clause 5.1 above) within such period after the date of Contract signature or date of issuance of LOI/LOA as specified in the Contract or LOI/LOA, either Party may, by not less than twenty-one (21) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. In such event DGCI&S reserves the right to invoke its contractual obligations with the successful bidder and may invoke the Bid Security and Blacklist the Bidder.

5.5 Deliveries & Timelines

Sl. No.	Project Milestones	Required Activities	Deliverables	Completion Timeline
1.	Project Kick Off	High level project plan for all components Submission of Implementation Project Management Plan (IPMP) (includes but not limited to, scope, assumptions, dependencies, constraints, risks, estimation, detailed work breakdown structure (WBS), resource allocation, technical review plan, RACI, escalation protocol)	Implementation Project Management Plan (IPMP) including Go-live plan of all Modules and Migration as per the defined scope	T* + 2 Week
2.	SRS Signoff for FTSS Application and all other applications.	Requirement Study, Preparation and Submission of provisional SRS	• System Requirement Specifications Document • Detailed architecture document for the complete system • Data Models/ Dictionary • Deployment plan • Data migration plan	T* + 6 Months
3.	Infrastructure Signoff for DC-DR, Campus IT Network and Cloud Infrastructure	Infrastructure Sizing and signoff Preparation for Infrastructure Procurement for Development	• Detailed DC – DR Design • Detailed IT Network Design	T* + 6 Months

Sl. No.	Project Milestones	Required Activities	Deliverables	Completion Timeline
			• Plan for Installation and Commissioning of DC – DR • Plan for Installation of Campus IT Network.	
4.	Development of FTSS Application and all other applications	• Software Development • Preparation of Test Strategy & Test Plan • Preparation of Test Cases • Perform Unit Testing • Perform Integration Testing • Preparation of Requirement Traceability matrix • Assessment of modules by DGCI&S -continuous updates to DGCI&S – every 15 days.	• High Level Design Document • Low Level Design Document • Requirement Traceability Matrix • Test strategy and Test Plan • Functional & Non-functional Test cases.	T* + 14 Months
5.	UAT Sign off of all applications	• Setup Test environment • Preparation of Test Data setup • Execute Test Cases & document results • Report the bugs • Bug fixing • Regression Testing • Update Traceability Matrix • Error correction & retesting • Handover of Source Code	• UAT Test Plan • UAT Test Results • Bug reports • Regression test results • Updated traceability matrix • UAT Closure Report	T* + 16 Months
6.	Infrastructure Procurement, installation and Commissioning		• Cloud, Data Centre and Disaster Recovery Centre Design Documents • Cloud, Hardware and Network installation completion report • Campus IT network Installation completion report	T* + 14 Months
7.	Migration	• Identification of Migration requirements	• Migration Strategy and Methodology	T* + 16 Months

112

Sl. No.	Project Milestones	Required Activities	Deliverables	Completion Timeline
		• Migration Strategy and Methodology • Migration Preparation • Migration & Quality Assessment • Testing of Applications on new Environment	• Migration Quality Assessment Report • Testing Report	
8.	Rollout	• Submission of source code	• Assessment report • Application Roll out Sign off	T* + 17 Months
9.	Go-Live	• Application deployment • Submit Go-live compliance report. • Conduct post-implementation review/ audit • Detailed Operations and Maintenance plan with resource details. • Prepare Lessons Learned Report • Closure of issues identified in Assessment by DGCI&S/ nominated Agency	• Audit Review Report • Operation and Maintenance Plan • Operations and Management Resource • Deployment plan • Five Year product evolution & resource plan	T* + 18 Months
10.	Training of DGCI&S staff	• Submission of source code	• Training Feedback	T* + 18 Months
11.	Operation & Maintenance	• Regular Updating of the applications as per directions of DGCI&S • Software maintenance, including preventive maintenance and troubleshooting problems reported • User support to DGCI&S staff and officers • Making the applications compatible with all the major browsers, whenever a new version is introduced • Software support for new features to be developed or	• Issue tracker reports • Monthly Activities and Status Reports • Application Availability Reports • SLA compliance reports	T* + 18 Months and onwards

Sl. No.	Project Milestones	Required Activities	Deliverables	Completion Timeline
		modifications in the applications.		
		• Suggest and implement new features on the applications keeping user's convenience in mind.		
		• Database administration and troubleshooting		
		• Maintaining system documentation		
		• Maintaining Source code		
		• User manual & Training manuals		
		• Update SRS		
		• Review meetings with Senior management of the SI - at least once in a month		
		• Closure of issues arising out of Security Assessment.		
		• Campus IT Network maintenance and closure of issues as and when required		

T is the date of award of Contract to the successful SI.

Note: If there is any change in the sequence of development of modules / timelines, mutual written consent of both SI as well as DGCI&S will be required.

5.6 Review of Phases & Milestones

a) Kick-off Meeting: DGCI&S Project Representatives and the Bidder's Team shall meet at the start of the assignment to ensure that the Contract requirements are clearly understood by all concerned and that the Contract Management procedures are finalised.

b) Inception Phase Review: The inception meeting shall be held at a period within 21 days of the effective date of LOI/LOA or the contract date whichever is earlier. The Bidder must provide a draft Inception Report for discussion. The Bidder shall submit a final Inception Report within the specified time as agreed in the Inception Meeting. Template for Inception Report may be agreed to beforehand in the Inception Meeting. It should, at the minimum, cover comments and suggestions on the following:

    i. Scope of Work
    ii. Project Plan & Staffing Schedule
    iii. Infrastructure Procurement Plan & Implementation schedule
    iv. Facilities to be provided by DGCI&S to Bidder
    v. Working arrangements and Liaison.

c) Periodic Reviews: Unless otherwise decided by the DGCI&S Project Representative and the Bidder's Team Lead, periodic review meetings (monthly if not otherwise stipulated) shall be held to review the pace of progress as compared to the agreed deliverables timelines.

d) Milestone Reviews: The DGCI&S Project Representative and the Bidder's Team Lead may hold other meetings to review and approve specific deliverables or Milestones (including Interim and Final Reports) as specified in sub clause 5.5 or as agreed between the parties.

5.7 Extension of Time

a) If in the opinion of the Bidder, the progress of Services has at any time been delayed due to the following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to DGCI&S, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:

   i   proceedings taken or threatened by or dispute with external third parties arising otherwise than from the Bidder's own default etc. or

   ii   delay due to circumstances beyond the control of either party

   iii   delay authorized by DGCI&S pending arbitration or

   iv   Any act or neglect of DGCI&S, e.g.:

      1. Delay or failure to issue notice to commence the services or

      2. delay or failure to issue necessary instructions for which the Bidder had applied explicitly in writing.

      3. Delay in or failure to handover of possession of the site or the necessary facilities/ documents/ data or instructions by the DGCI&S to the Bidder

      4. Delay caused by modification issued by the DGCI&S or

      5. any other delay caused by the DGCI&S due to any other cause.

b) The Bidder may also indicate the period for which the Services are likely to be delayed and ask for a necessary extension of time. On receipt of such request from the Bidder, DGCI&S shall consider the same and grant such extension of time as, in his opinion, is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for work carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

c) Inordinate Delays- Delays due to the Bidder of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Bidder in future procurements. A show-cause notice shall be issued to the Bidder before declaring it a poor performance. Such delays may be considered a breach of the contract at the option of DGCI&S.

5.8 Liquidated Damages

DGCI&S shall be entitled to, and it shall be lawful to recover Liquidated damages as detailed in this clause from all payments due, any Performance Security, or any retention money.

a) In case of extension in the delivery period the recovery with liquidated damages shall be made on the basis of following percentages of value (of total contract value) of which the bidder has failed to supply/commence supply or services:-

i) delay up to one fourth period of the prescribed delivery period: 1.5% of contract value

ii) delay exceeding one fourth but not exceeding half of the prescribed period: 2.5% of contract value

iii) delay exceeding half but not exceeding three fourth of the prescribed period: 5.0% of contract value

iv) delay exceeding three fourth of the prescribed period: 10% of contract value

b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

c) The maximum amount of liquidated damages shall be 10% of the contract value.

d) If the supplier requires an extension of time in completion of contractual supply and services on account of occurrence of any hindrance, they shall apply in writing to the authority of DGCI&S, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of Delivery.

e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods or services is on account of hindrances beyond the control of the bidder.

f) Bidders must make their own arrangements to obtain import license, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection.

5.9 Force Majeure

a) On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the DGCI&S in writing, the Bidder shall continue to perform its obligations under the contract as reasonably practicable and seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other except those which had occurred under any other clause of this Contract before such termination.

b) Notwithstanding the remedial provisions contained in Clause 5.8 and 10.10, none of the Party shall seek any such remedies or damages for the other Party's delay and/ or failure in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

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Section 6

Key Personnel

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6. Key Personnel

As defined below, following are the key personnel for the project.

The SI should ensure that there is no change in the below key personnel, total 15 in number, throughout the 18 months implementation phase + 6 months free maintenance period of this contract. Any change on account of medical incapacity, resignation etc., which is beyond the control of SI has to be communicated in writing to DGCI&S and approved. In the event of the implementation phase of the project gets extended the same team of personnel needs to be maintained till final Go Live.

The SI must mandatorily deploy Project Manager onsite until the project Go-Live. In case of offshore deployment, other resources should be available at client location for any important meetings scheduled to discuss progress/ issues in the project if the situation demands. Project Manager will be required to coordinate all the activities with client for entire duration of the project/contract. All the critical personnel related to Software Development Lifecycle (SDLC)should be on the payroll of the SI and they should be deployed as needed in the project during implementation phase + 6 months free maintenance period.

In addition to above, SI is required to provide additional resources as required by DGCI&S for day-to-day changes/ modifications/ additions to be carried out in the project for entire implementation phase(till 6 months maintenance free period post go live) without any charge. SI must also provide in their Commercial Bid the unit man month rates of all resources specified in the technical proposal during maintenance phase in Annexure Table Q.2

SI is free to add additional non key experts and advisory panel to strengthen the team and ensure achievement of project objectives. No extra remuneration will be paid for such personnel.

SI is mandatorily required to maintain 4 numbers of key personnel onsite, as specified in following table during maintenance phase in the project for entire 60 months post (go-live + 6 months free maintenance period), till exit management is completed.

The services of any other key personnel like UI/ UX Designer, Developer etc, as per previous table, may be solicited on Man/Month basis as and when required during maintenance phase of 60 months post go-

live+6months free maintenance period, as specified in Table Q.2 of Annexure Q, for implementation of Change Requests. Any change request will be according to the Change Management clause specified in the RFP document.

After receiving prior approval from DGCIS, SI may replace up to 4 times the total combined **critical** manpower (SL No. 1 through 11 of table 6.1) throughout the project phase of go-live+6months free maintenance period.

Monthly (30 days) applicable liquidity damages would be 10% of the highest quoted individual manpower cost in table Q.10 of Annexure Q of all the manpower as specified in SL No 1-11 of table 6.1 for any changes in resources beyond permissible limit. Monthly applicable liquidity damages would apply for each replaced resource beyond permissible limit, from the date of such change of the resource and continue to be charged till the end of Project Phase of go-live+6months free maintenance period.

E.g.:

Sl No	Replacement of personnel > 4 persons	Quoted Price/month in Rs
1	Project Manager	120
2	Solution Architect	100
3	Business Analyst	130
4	Developer	100
5	Database Designer & Administrator	100
6	IT Infrastructure Expert	90
7	Cloud Architect	100
8	Data Scientist/ AI-ML Expert	100
9	UI/ UX Designer	100
10	Testing/ QA Expert	140
11	Training & Change Management Expert	100

Liquidated damages will be calculated as 10% of max quoted price of Rs 140=Rs 14 per month (30 days) applicable from the 1st day of such changes of any personnel (5th resource) have taken place. Any additional change of resource (6th resource onwards) till the end of project phase of go-live+6months free maintenance period will also be charged as Rs 14 per month (30 days) for each additional change.

In case DGCIS requests the SI to replace any of the key personnel, then such a change in key personnel shall not be considered as a replacement in context of the above provision.

In addition, if the SI is able to restore the same person in the same role within fifteen days after any replacement, this change in key persons will not be regarded as a replacement for the purposes of the above provision.

6.1 Minimum Qualifications for the Manpower during Project implementation

#	Role	No. of Personnel	Desired Experience and Qualification
1.	Project Manager	1	▪ Experience of 15+ Years in IT/ software development/ IT System projects ▪ Minimum 7 years of Experience as a Project Manager for IT Implementation Projects ▪ B. Tech/ BE/ MCA/ MSc/ MBA ▪ Exposure to Government Projects preferred ▪ Understands the entire project life cycle, including requirements analysis, coding, testing, deployment, and operations to ensure successful integration. ▪ Certified PMP, PRINCE 2 or equivalent
2.	Solution Architect	1	▪ Minimum 12 years' experience in IT/ software development ▪ Minimum of 8 years' experience as an Architect for IT Implementation Projects with ability to architect & design large scale enterprise class platforms & Software-as-a-service on cloud. ▪ B Tech/ B.E./MCA /MSc/ MTech/ MS ▪ TOGAF/ Scrum/ Agile Certification ▪ Specific competencies required in building applications using open-source methodologies such as, PostgreSQL, Java, Python, JavaScript ▪ Broad knowledge and understanding of IT concepts and architectures, coupled with practical knowledge of problem management and the principles and processes of implementing and delivering IT services
3.	Business Analyst	2	▪ Minimum 8 Years' experience in Business Analysis and Requirement Gathering ▪ Experience of working on application development involving Complex Assessment process ▪ Ability to analyse existing tools and databases and provide software solution recommendations ▪ High-level experience in methodologies and processes for managing large-scale databases ▪ B. Tech/ BE/ MCA/ MBA ▪ High-level written and verbal communication skills

119

#	Role	No. of Personnel	Desired Experience and Qualification
4.	Developer	2	▪ Minimum 5 years' experience in IT/ software development / IT System projects / Website Development /Mobile Application Development with Minimum of 2 years' experience in Website and Mobile Application development for IT Projects ▪ In-depth knowledge of Java, Python, JavaScript concepts, excellent front-end coding skills, and a good understanding of progressive web applications ▪ Experience of working on complex web application development projects ▪ Minimum B.E. / B. Tech / MCA
5.	Database Designer & Administrator	1	▪ Experience 7 + years as DBA ▪ Experience of working on projects involving Data Migration ▪ Minimum B.E. / B. Tech / MCA ▪ Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh, stored procedures etc.
6.	IT Infrastructure Expert	1	▪ Minimum B.E. / B. Tech / MCA ▪ Experience 7 + years as DBA working in the field of IT Infrastructure and DC-DR management ▪ Minimum experience of 2 or more projects involving Data Centre and DR ▪ Relevant Certifications in the field
7.	Cloud Architect	1	▪ 7 + years in Cloud architectural or engineering experience ▪ Minimum B.E. / B. Tech / MCA ▪ Cloud Architect in 1 cloud platform (Azure, ,AWS or GCP), Kubernetes, Architecture, Networking ▪ Extensive architecture knowledge on public & private platforms
8.	Data Scientist/ AI-ML Expert	1	▪ Minimum 5+ years' experience ▪ Degree in Computer Programming, Computer Science, or a related field from a reputed institute ▪ Work experience as a Data Scientist or in a related field Machine Learning, Python, Data Science ▪ Experience in building relational data-marts on relational DBMS such as SQL server/Oracle

#	Role	No. of Personnel	Desired Experience and Qualification
			▪ Broad experience with various modelling algorithms, data mining tools, data analysis tools, and statistical packages
9.	UI/ UX Designer	1	▪ Minimum BE/ B.Tech/BCA/BFA/B. Arch/B. Design/PG diploma in Web Design ▪ Minimum 5 years' experience in designing for IT/ software development / IT System projects /Website Development / Mobile Application Development ▪ Minimum of 2 years' relevant experience in Software Applications / Web / Mobile UI-UX design and development ▪ Exposure to Government Web designing preferred
10.	Testing/ QA Expert	1	▪ Minimum B.E. / B. Tech / MCA for all testers ▪ Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e., Tester) ▪ Minimum 3 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e., Tester).
11.	Training & Change Management Expert	1	▪ Minimum B.E. / B. Tech / MCA/MBA ▪ Minimum 5 years' experience in training / change management ▪ Minimum of 2 years' experience in delivery of User Training Programs through Training and Change Management
12.	Network Support Engineer (Active)	1	▪ Minimum BE/B Tech/ MCA ▪ Minimum 5 years experience in active network installation/maintenance of a large campus network ▪ CCNA Certified
13.	Network Support Engineer (Passive)	1	▪ Minimum Graduate ▪ At least 5 years experience in passive installation/maintenance of a large campus of minimum 300 users.

6.2 Minimum Qualifications for the Manpower during maintenance phase

#	Role	No. of Personnel	Desired Experience and Qualification
1.	Database Administrator	1	▪ Experience 7 + years as DBA ▪ Experience of working on projects involving Data Migration ▪ Experience in multiple DBMS ▪ Experience in at least 2 projects of database maintenance after go live. ▪ Minimum B.E. / B. Tech / MCA ▪ Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh, stored procedures etc.
2.	IT Storage & Server Admin	1	▪ Minimum B.E. / B. Tech / MCA ▪ Experience 7 + years as IT Storage & Server maintenance in the field of IT Infrastructure and DC-DR management ▪ Minimum experience of 2 or more project maintenance phase involving Data Centre and DR ▪ Relevant Certifications like CCNA/CCNP etc in the field
3.	Network Support Engineer (Active)	1	▪ Minimum BE/B Tech/ MCA ▪ Minimum 5 years experience in active network installation/maintenance of a large campus network ▪ CCNA Certified
4.	Cyber Security Expert	1	▪ Over 2 years of experience in Security log analysis and use cases (alert and multi device correlation) ▪ SIEM knowledge and product certification ▪ Minimum BE/B Tech/ MCA ▪ Knowledge base management ▪ Incident management and point tool integration experience

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Section 7

Service Level Agreement

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7. Service Level Agreement and Penalty

The Service Level Agreement (SLA) is between DGCI&S, also referred to as the "Purchaser", and the System Integrator (SI).

7.1 Purpose of this Agreement

The purpose of the SLA is to define the levels of service to be provided by SI to DGCI&S, also referred to as the Purchaser, for the duration of the engagement or until this SLA has been amended.

The objectives of this SLA are to:

a) Set out the service level goals that Purchaser aims to achieve and maintain

b) Make explicit the expectations that the Purchaser has from the SI and define the service level goals that the SI would be required to adhere to over the duration of the Agreement

c) Help Purchaser control the levels and performance of SI services. The SI will be required to bring to notice of DGCI&S any issues that have the potential to impact SLAs so that the requisite action can be taken to address the same.

d) While the SLAs are imposed on the SI and the SI is expected to adhere to the same, there may be an instance that a breach in the SLA takes place because of no fault of the SI. In such a case, DGCI&S may, in its sole discretion, in writing, relax any penalties imposed on the SI, provided the SI submits a comprehensive Root Cause Analysis (RCA) clearly identifying the root cause while also establishing that it is not in fault.

7.2 SLA Monitoring

SLA parameters shall be measured on a daily/ weekly/ monthly/ quarterly basis, through an appropriate SLA management and monitoring tool by SI.

7.3 SLA for Application Development including Hardware Implementation

Since the envisaged system is very critical for DGCI&S in terms of performing the core and supporting activities, the service levels have been defined accordingly.

Each service level at the application development (including hardware implementation) phase is derived from 3 perspectives – timeline, quality and performance. For timeline, deviation the Project Management Plan (PMP) submitted by SI and approved by DGCI&S will be considered as the base document. For quality parameters, software engineering specific indicative defect guidelines (severity and type) are provided in following sections. Similar indicative guidelines are provided for performance.

7.4 Defect Severity Guidelines

The Operation Team will examine and classify each identified defect by the severity of the problem and fix it accordingly. The severity types are provided in the following table:

Severity	Guideline
Critical	• Missing functionality (based on the requirements in the Requirement Specification document). • Erroneous functionality • Loss or corrupted data transformation • Unexpected functional behaviour • Severe data loss and performance issues
Major	• Unexpected functional behaviour in an alternative flow which is not a showstopper • Workaround exists, but is complicated • The defect does not result in a failure, but causes the system to produce incorrect, incomplete, or inconsistent results, or the defect impairs the
Medium	• Defect in code, but simple workaround exist
Minor	• Does not impair usability, and the desired processing results are easily obtained by working around the defect • Cosmetic errors • Defect causes minimal or unnoticeable problems
Enhancement	• Improvement to a feature

Type of Severity Call with Response and Resolution times

Severity	Response Time	Resolution	SLA Adherence
	HH:MM: SS	HH:MM: SS	
P1- Critical	00:15:00	04:00:00	
P2- Major	00:15:00	08:00:00	98%
P3- Medium	00:15:00	24:00:00	
P4- Minor	00:15:00	48:00:00	

IMPACT	DESCRIPTION
P1- Critical	An incident affecting the core business application organization wide
P2- Major	An incident affecting the multiple users/locations or service degrade of the core application or IT infrastructure.
P3- Medium	An incident affecting single user or intermittent service of the core applications or IT infrastructure.
P4- Minor	Service request and information request

7.5 Defect Type/ Category Guideline

The Operation Team will examine and classify each identified defect by defect type and fix it accordingly. Defect types can be classified as below:

Type	Definition
Functionality	Defects caused due to incorrect programming logic, not addressing a functional requirement in code or product configuration
Documentation Error	Defects caused due to incomplete or inappropriate documentation of test steps
Environment	Defects caused due to inconsistent environments or lack of required infrastructure

Type	Definition
Non-Functional	Defects related to non-functional requirements such as usability, security, availability, etc.
Performance*	Affects the performance of the system in terms of certain performance related criteria of the system.
System Software Bugs	Defects due to the bugs in the System Software.

* The performance criteria have been illustrated in next section.

7.6 Performance Guideline

Since the activities of DGCI&S would be solely dependent on the envisaged system, performance of the system is considered as one of the critical areas and hence SLAs have been defined accordingly.

Following performance criteria is provided as an indicative guideline. If the actual performance is falling below the stipulated figures, SI will have to justify the reasons. However, the performance level must be accepted by the DGCI&S.

Item	Performance / Response Type
Login Screen to Home Screen (for internal user)	< 5 seconds
Screen Navigation: screen-to-screen	< 5 seconds
Screen Refresh	< 2 seconds
Screen list box, drop-down box	< 2 seconds
Screen grid – 25 rows, 10 columns	< 3 seconds
Report preview – (all reports) – initial page view (if asynchronous)	< 60 seconds in most instances. It is understood that complicated / large volume reports may require a longer period
Simple enquiry – single table, 5 fields, 3 conditions – without screen rendering	< 10 seconds for 100,000 rows

126

6430/2023/EST_HQ_DGCIS

Item	Performance / Response Type
Batch Processing (if any) per 100 records	< 120 seconds

7.7 Deliverables – Acceptance Criteria (Timeline & Quality)

Sl. No.	Project Milestones	Deliverables	Completion Timeline	Penalty
1.	Project Kick Off	Implementation Project Management Plan (IPMP) including Go-live plan of all Modules and Migration as per the defined scope	T* + 2 Week	Delay of each week will attract a penalty of 0.1% or part thereof of order value for every such week .
2.	SRS Signoff for FTSS Application and all other applications.	- System Requirement Specifications Document - Detailed architecture document for the complete system - Data Models/ Dictionary - Deployment plan - Data migration plan	T* + 6 Months	Delay of each week will attract a penalty of 0.1% or part thereof of order value for every such week.
3.	Infrastructure Signoff for DC-DR, Campus IT Network and Cloud Infrastructure	- Detailed DC – DR Design - Detailed Network Design - Plan for Installation and Commissioning of DC – DR - Plan for Installation of Campus Network.	T* + 6 Months	Delay of each week will attract a penalty of 0.5% or part thereof of order value for every such week.
4.	Development of all applications	High Level Design Document	T* + 14 Months	Delay of each week will attract a penalty of

Sl. No.	Project Milestones	Deliverables	Completion Timeline	Penalty
		• Low Level Design Document • Requirement Traceability Matrix • Test strategy and Test Plan • Functional & Non-functional Test cases.		0.5% or part thereof of order value for every such week.
5.	UAT Sign off of all applications	• UAT Test Plan • UAT Test Results • Bug/ Defect reports • Regression test results • Updated traceability matrix • UAT Closure Report • Handover of Source Code	T* + 16 Months	Delay of each week will attract a penalty of 0.1% of order value or part thereof for every such week. For no. of defects less than 0.5 per use case: no penalty For no. of defects 0.5-1 per use case: 0.1% or part thereof of order value penalty For no. of defects more than 1 per use case: 1% or part thereof of order value penalty
6.	Infrastructure Procurement, installation and Commissioning	• Cloud, Data Centre and Disaster Recovery Design Documents	T* + 14 Months	Delay of each week will attract a penalty of 0.1% or part thereof of order

128

Sl. No.	Project Milestones	Deliverables	Completion Timeline	Penalty
		• Cloud, Hardware and Network installation completion report • Campus network Installation completion report		value for every such week.
7.	Migration	• Migration Strategy and Methodology • Migration Quality Assessment Report • Testing Report	T* + 16 Months	Delay of each week will attract a penalty of 0.1% or part thereof of order value for every such week.
8.	Rollout	• Assessment report • Application Roll out Sign off	T* + 17 Months	Delay of each week will attract a penalty of 0.1% or part thereof of order value for every such week.
9.	Go-Live	• Audit Review Report • Operation and Maintenance Plan • Operations and Management Resource • Deployment plan • Five Year product evolution & resource plan	T* + 18 Months	Delay of each week will attract a penalty of 0.5% or part thereof of order value for every such week.
10.	Training of DGCI&S staff	• Training Feedback	T* + 18 Months	Delay of each week will attract a penalty of 0.1% or part thereof of order value for every such week.

129

Sl. No.	Project Milestones	Deliverables	Completion Timeline	Penalty
11.	Operation & Maintenance	• Issue tracker reports • Monthly Activities and Status Reports • Application Availability Reports • SLA compliance reports • Campus Network maintenance and closure of issues as and when required	T* + 18 Months onwards	Delay of each week will attract a penalty of 0.1% or part thereof of order value for every such week.

7.8 SLA for Maintenance/ Support Phase

Once the system has been developed, the SI shall be responsible to maintain the system so that any system related issues can be catered easily.

Maintenance SLAs are classified to five basic IT object classes, namely: Hardware, Software, Network, Storage and Help Desk (a.k.a. Service Desk). However, none of the classes can work in isolation. Hence the respective instances can be combined in every combination in order to form complex services.

Definitions of terms used are given below:

Hardware: The class "Hardware" implies different physical resources e.g., servers or workstations, processors or simply computing power.

Software: "Software" comprises applications but also includes application management services.

Network: "Network" services provide the technical infrastructure to communicate nd work in a distributed environment.

Storage: "Storage" services are used to make data or information persistent.

Service Desk: The interface to the service customer is referred to as "service desk" or "help desk".

Prime Business Hours (PBH) - PBH typically stars from 09:00 hrs till 18:00 hrs on all working days.

Extended SLA Hours (ESH) - ESH typically starts from 18:00 hrs till 09:00 hrs on Monday to Saturday and 00:00 hrs to 23:59 hrs on Sunday or any other period to be defined by the state.

Planned Application Outage - 'Planned Application Outage' refers to unavailability of application services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be agreed with the Government and shall be notified to all the agencies in advance (at least forty-eight hours).

Effort variance: A method which measures project performance by comparing work completed against work planned (at a given date in the project schedule).

Incident management: Incident Management defines an incident as any event which is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in, the quality of that service. The objective of incident management is to restore normal operations as quickly as possible with the least possible impact on either the business or the user, at a cost-effective price.

Problem Management: The Problem Management process is used to identify an issue before it places system performance at risk. Problem Management analyses incident records and uses data collected by other IT Service Management processes to identify trends or significant performance issues and to initiate a root cause analysis process to investigate and resolve the underlying issue.

Incident and Problem Management – Criticality Definitions:

> **High** – Queries regarding issues which has the greatest business impact wherein the user is not able to perform his/her regular work. For example, complete system failure, unable to login to the system due to errors in software, online certificate generation module not working etc.

> **Medium** – Queries regarding issues which has medium business impact wherein the user is partially able to perform his/her regular work. For example, user is able to login and perform most of his normal work but can't approve a certain document.

> **Low** – Queries regarding issues which have the least/no business impact involving. For example, formatting errors etc.

> Availability shall be calculated as follows:

$$\left(1 - \frac{\text{Down Time}}{\text{Total Time} - \text{Scheduled Maintenance Time}}\right) * 100$$

Note: Scheduled Maintenance Time would be mutually agreed by the SI and DGCI&S.

EQI: Equated Quarterly Instalments for Maintenance payments

SLA Critical Service	Coverage Hours	Baseline Performance	Measurement and Reporting	Penalty
APPLICATIONS & SERVICES				
Application and Services Availability	24 X 7 X 365	99.749%	Measure Daily Report Monthly/ Quarterly Using an automated tool	Less than 99.749% but more than 95%: penalty 1% of EQI

SLA Critical Service	Coverage Hours	Baseline Performance	Measurement and Reporting	Penalty
			with no manual intervention.	Less than 95%: penalty 10% of EQI
Performance	24 X 7 X 365	As per table mentioned in previous section	Measure Daily Report Monthly/ Quarterly	Less than 99.749% but more than 95%: penalty 1% of EQI Less than 95%: penalty 10% of EQI
Security	24 X 7 X 365		Measure Daily Report Monthly/ Quarterly	Less than 3 Security Breaches: penalty 1% of EQI or part thereof for each Security Breach More than 3 Security Breaches: penalty 5% of EQI for each additional Security Breach
System Backup	24 X 7 X 365	0 Data Loss	Measure Daily Report Monthly/ Quarterly	Penalty of 10% of EQI for each data loss case.
ON-CALL SUPPORT				

132

SLA Critical Service	Coverage Hours	Baseline Performance	Measurement and Reporting	Penalty
On Call Support	24 X 7 X 365	Arrive site within 2 hours Resolve the Problem within 8 hours	Measure Daily Report Monthly/ Quarterly	Penalty of 1% of EQI for each non-compliance
FACILITY MANAGEMENT				
Helpdesk Service Availability	Prime Business Hours (PBH)	99%	Measure Daily Report Monthly	Less than 99% but more than 95%: penalty 1% of EQI Less than 95%: penalty 10% of EQI
Incident Management - Response time (Response time is the time gap between acceptance of call and its response time)	Prime Business Hours (PBH)	As per Severity of incident: High -0.25 hrs. Medium – 0.45 hrs. Low – 48 hrs. As per Severity level mentioned above	Measure Daily Report Monthly	Penalty of 1% of EQI for each non-compliance
Incident Management - Response time (In case the incident happens after PBH, the user would log the incident in the system. Here response time is the time gap between beginning of next business day and its response time)	Extended SLA Hours (ESH)	As per Severity of incident: High -0.25 hrs. Medium – 0.45 hrs. Low – 1 hr. As per Severity level mentioned above	Measure Daily Report Monthly	Penalty of 1% of EQI for each non-compliance

SLA Critical Service	Coverage Hours	Baseline Performance	Measurement and Reporting	Penalty
Incident Management – Resolution Time (Resolution time is the time gap between response time and resolution time)	Extended SLA Hours (ESH)	As per Criticality: High -4 hrs. Medium – 8 hrs. Low – 3 days As per Severity level mentioned above	Measure Daily Report Monthly	Penalty of 1% of EQI of for each non-compliance
SLA REPORTING				
Generate Monthly Operations and Performance Reports a. Weekly Report b. Monthly Report	Prime Business Hours (PBH)	2nd business working day of respective subsequent week or/ month	Measured Weekly & Monthly	Penalty of 1% of EQI or part thereof for each non-compliance
Cloud Service Availability				
Availability of Compute Instances	24x7x365	99.9% Between 99.98% to 99.00% Less than 99%	Monthly uptime report	99.9% -- No penalty Between 99.98% to 99.00%- 10% of EQI Less than 99% -- 20% of EQI
Availability of Storage	24x7x365	99.9% Between 99.98% to 99.00% Less than 99%	Monthly uptime report	99.9% -- No penalty Between 99.98% to 99.00%- 10% of EQI

SLA Critical Service	Coverage Hours	Baseline Performance	Measurement and Reporting	Penalty
				Less than 99% -- 20% of EQI
Availability of Security	24x7x365	99.9% Between 99.98% to 99.00% Less than 99%	Monthly uptime report	99.9% -- No penalty Between 99.98% to 99.00%- 10% of EQI Less than 99% -- 20% of EQI
Availability of Network	24x7x365	99.9% Between 99.98% to 99.00% Less than 99%	Monthly uptime report	99.9% -- No penalty Between 99.98% to 99.00%- 10% of EQI Less than 99% -- 20% of EQI
Cloud Peer to Peer Protocol connect	24x7x365	99.9% Between 99.98% to 99.00% Less than 99%	Monthly uptime report	99.9% -- No penalty Between 99.98% to 99.00%- 10% of EQI Less than 99% -- 20% of EQI
DC Infrastructure and Application UP Time				
DC infrastructure Uptime (Server, Storage, Backup,	24x7x365	As per Severity level	Measure Daily	Penalty of 1% of EQI for each

SLA Critical Service	Coverage Hours	Baseline Performance	Measurement and Reporting	Penalty
Network, Security and ISP Link)		mentioned above	Report Monthly	non-compliance
Application uptime	24x7x365	As per Severity level mentioned above	Measure Daily Report Monthly	Penalty of 1% of EQI for each non-compliance

7.9   SLA for Correct Hardware Sizing

The bidder needs to submit a sizing adequacy letter as per the format mentioned in Annexure U – Hardware Sizing Adequacy Letter

If there is a shortfall of correct Hardware Sizing required to maintain the Services and SLA's mentioned above during the contract period of 5.5 years (after Go Live), DGCI&S will allow the bidder time to make up the difference. The decision of DGCI&S on this matter will be final. Penalty will be levied, as stated below, if Bidder is unable to do the Augmentation within the time frame communicated by DGCI&S.

Penalty-1% of cost of Hardware, Software & License Cost mentioned in Annexure Q at the time of bid , per week of shortfall.

7.10 SLA Change Control

a)   The present SLA has been worked out on the basis of current business needs of DGCI&S. However, as the system evolves over the time, the DGCI&S business needs also evolve over the course of the contract period. In view of this requirement of changing the SLA may also arise.

b)   Any request for change in the service levels provided during the term of this agreement shall be documented and negotiated in good faith by both parties. Either party can request for a change. Changes will be documented as an addendum to SLA and consequently the contract.

Section 8

Bid Evaluation Methodology

8. Bid Evaluation Methodology

8.1 An Overview

For selection of a System Integrator, a two-stage bidding process will be followed – Technical Round and Financial Round. The response to the RFP should be submitted in two parts: (a) Technical bid and (b) Financial bid. Technical bid shall not contain any pricing or commercial information. Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will have a weightage of **80** and Financial Bid Score a weightage of **20**.

The bidder will have to upload the Technical bid and Financial bid separately in CPP portal, so that in no way the financial bid is visible while evaluating the Technical Bid.

The bid shall be digitally signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a power of attorney in organization's letterhead accompanying the Bid.

8.2 Bid Evaluation Methodology

The objective of evaluation methodology is to facilitate the selection of the **technically superior solution** at optimal cost.

To meet DGCI&S's requirements, the selected Bidder must have the requisite experience in providing services in the field of Information and Communication Technology, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the services sought by DGCI&S, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by DGCI&S is indicated below. The purpose is only to provide the Bidder an idea of the evaluation process that DGCI&S may adopt. DGCI&S reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation DGCI&S may seek specific clarifications from any or all the Bidder.

It may be noted that DGCI&S reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

8.3 Evaluation of Technical Bids

i. Bidders have to submit copies of supporting documents against each criterion mentioned above, without which bid may be rejected. **Bidders must submit index page of the supporting documents while submitting response.**

ii. Bidders will be provided at least 5 working days prior notice for preparing for the presentation to be made in front of the Technical Committee of DGCI&S.

iii. The **minimum qualification score** (cut-off marks) for the Technical Bid would **be 75 out of a total of 100 marks** (including marks for presentation) to be eligible for financial bid opening. DGCI&S however retains the right to lower the cut off score if adequate number of bids do not qualify with the minimum score specified above.

iv. The technical bid will be analysed and evaluated, based on which the Technical Score (TS) shall be awarded to each bid. The parameters for technical evaluation and their marks distribution are as follows:

8.4 Technical Bids (Mark Distributions)

A. Technical Criteria for scoring – 100%			
Sl. No.	**Description of Criteria**	**Mode of Delivery**	**Marks Allotted to criteria**
1.	Understanding of the current IT systems of DGCI&S	WriteUp+Presentation	10
2.	Understanding of Scope of Work	WriteUp+Presentation	5
3.	Solution proposed for DGCI&S (includes Approach and Methodology)	WriteUp +Presentation+Demonstration	40
4.	Demonstration of a good web portal including a dynamic analytic dashboard – complete end to end solution - developed by the bidder,	Demonstration	10
5.	Demonstration of a good AI Tool, preferably for data cleaning, developed by the bidder	Live Demonstration	15

6.	Manpower Deployed - Strength of Project Execution Team	Documentary Evidence	5
7.	No. of projects undertaken / completed in the past 5 years which involves installation of all of the following: Servers, Switches – Core switches for network and for servers, Firewalls, UPS- min. 1 project	Documentary Evidence	5
8. (a)	No. of DC maintenance projects ongoing / undertaken in last 5 years in (a) India (b) Govt. / PSU/ PSB projects in India- min. 1 project	Documentary Evidence	2
8. (b)	Experience of handling large integrated IT projects (>40 crores) for Government Clients (at State and National Level) in the last 5 financial years (central/state government / PSU) - min. 2 projects	Documentary Evidence	3
9.	Turnover figures (in Rs. Crores) of the entity taking part in the bid, not any parent company of 2018-19, 2019-20 and 2020-21 - min. average of Rs. 200 Crores.	Documentary Evidence	5
	Total		**100**

The bidders would need to make a presentation before the Technical Committee with team leader being present. Based on the presentations made as well as the documents submitted as per Annexure M, the bidders would be awarded marks by the Technical Committee.

8.5 Proof Of Concept & Presentation

Immediately upon written request from DGCI&S following bid submission, the bidders will be required to provide a Proof of Concept (POC) and sample Presentation showcasing the solution with all the necessary technical functionalities as described in this RFP. These submissions will be used for technical evaluation and the final shortlisting of the bidders through technical evaluation. The bidders will be provided with a sample data for AI/ML model training immediately during Pre-Bid query stage. A fresh set of similar kind of testing data will be given to the bidders during presentation so that they can present their AI/ML solution.

The vendors taking part in the RFP process must be prepared with a POC setup at their location and a product presentation in advance. They must also be able to instantly demonstrate the proposed solution (together with all features specified in the scope) upon written request from DGCI&S.

In case of non-demonstration of Proof of Concept (POC) and of Presentation immediately on written request from DGCI&S, DGCI&S at its discretion will consider the Bidder's evaluation accordingly under technical evaluation. Also DGCI&S at its sole discretion may disqualify the Bidder for not demonstrating the proposed solution.

No request for extension of Proof of Concept (POC) and of Product Presentation timeline is permitted.

8.6 Financial Bid

Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Financial Bid Round.

The format for submission of Financial Bids is presented in Annexure 'Q'.

8.7 Submissions made in the EoI

Bidders shall also submit relevant documents as evidence / proof of their claims in the EoI stage, as per Annexure "C". If, after submission of documents, it is found that any of the claims made by the bidder in its EoI proposal does not hold good, then the marks of the bidder in the EoI would be re-evaluated. In case it is found that the revised score of the bidder in EoI is less than 75%, then the bidder's response to the RFP may not be evaluated.

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Section 9

Financial Terms and Conditions

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9. Financial Terms and Conditions

Bidders are requested to note the following commercial terms and conditions for this project.

9.1 Price

The Bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

i. The Price quoted by the Bidder must include all type of costs.

ii. The price should be valid and firm for full contract period of 7 years (18 months for Development, 6 months of post Go live warranty period (free look) and 60 months of Comprehensive Operations & Maintenance after warranty period).

iii. The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Financial Bid.

iv. The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of 7 years which may be extended, if required, by DGCI&S.

v. For Extension of Time covered by Clause 5.7 above, any increase due to such variations during the extended delivery period beyond the original delivery period shall not be paid by the DGCI&S.Bid submitted with adjustable price quotation other than Clause(9.1:ix), will be treated as non-responsive and will be rejected.

vi. Based on the contracted rates, DGCI&S at its discretion may place repeat order/s after performance review of the previous work Please note that the bidder will conduct project reviews on monthly basis at DGCI&S (in addition to reviews as per agile methodology). All payments will be subject to positive review of the same by DGCI&S.

vii. For any future requirement, order will be placed at the contracted man-day/man-month rate as mentioned in the Financial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of DGCI&S.

141

viii. In case of mismatch between the quoted price mentioned in figure and word, the word shall supersede the price quoted in figure.

ix. Bandwidth Consumption Cost (Egress Cost) for cloud hosted applications will be payable on actuals as specified in **Annexure Q-11**. 100 GB Egress/month will be free of cost. Any consumption below 100 Gb/month cannot be billed. All Ingress bandwidth consumption will be free of cost irrespective of consumption. While claiming payments the Bidder must submit its calculations for each invoice. Any price reduction of such variable cost must be passed to DGCI&S.

9.2 Taxes

Only GST will be paid by DGCI&S on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. DGCI&S is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Bidder.

9.3 Payment Terms & Schedule

The payments shall be released after acceptance of all submitted deliverables for respective project phases as mentioned in this RFP.

Every attempt will be made to make timely payments after acceptance of relevant documentation submitted for respective project phases as mentioned in this RFP and calculation of penalty applicable as per Service Level Agreement.

S. No	Milestones for Payment	Payment %
A. Milestones for FTSS Application (existing functionalities)		
1.	SRS Signoff for FTSS Application - existing	5% of value quoted* in A
2.	Development of FTSS Application – existing	25% of value quoted* in A
3.	UAT Sign off of FTSS Application – existing	25% of value quoted* in A
4.	Migration	10% of value quoted* in A
5.	Go Live & Training of DGCI&S Staff and submission of all necessary documentation as mentioned in the scope of work	35% of value quoted* in A
B. Milestones for FTSS Application (new functionality: AI-ML Module)		

1.	SRS Signoff for FTSS Application – AI-ML	5% of value quoted* in B
2.	Development of FTSS Application– AI-ML	25% of value quoted* in B
3.	UAT Sign off of FTSS Application– AI-ML	25% of value quoted* in B
4.	Migration	10% of value quoted* in B
5.	Go Live & Training of DGCI&S Staff and submission of all necessary documentation as mentioned in the scope of work	35% of value quoted* in B
C. Milestones for Dissemination-related Applications		
1.	SRS Signoff for Dissemination-related Applications	5% of value quoted* in C
2.	Development of Dissemination-related Applications	30% of value quoted* in C
3.	UAT Sign off of Dissemination-related Applications	30% of value quoted* in C
4.	Go Live & Training of DGCI&S Staff and submission of all necessary documentation as mentioned in the scope of work	35% of value quoted* in C
D. Milestones for Other items		
1.	Completion of Audit for all applications	100% of value quoted* in D
2.	Infrastructure Commissioning.	70% of value quoted* in E after installation, commissioning & UAT,30% of value quoted* in E will be equated quarterly for 4 quarters after UAT
3.	Campus Network Installation	70% of value quoted* in F after installation, commissioning & UAT,30% of value quoted* in F will be equated quarterly for 4 quarters after UAT
4.	Operation & Maintenance	100% of value quoted* in G+H+I equated quarterly for 20 quarters

5.	Renewal of licence costs	The total license cost to be factored in overall project cost and to be payable in equal yearly instalment after a declaration is submitted by the vendor stating his / her payment of the renewal amount to the OEM. This amount should add up to the amount quoted* in J, over the course of 5 years of maintenance.
6.	Any item specified at point K in the quote	As mutually agreed upon by DGCI&S and SI

* 'quoted' means the amount quoted in the Table **Q.1** of Financial Proposal, as per Annexure Q submitted by the SI during the bid.

9.4 Mode of Payment

a) The payments shall be made as per DGCI&S's payment procedures. Payments to the successful Bidder shall only be made through EFT (Electronic Funds Transfer). The Bidder shall consent in a mandate form for receipt of payment through NEFT (National Electronic Fund Transfer). In case of non-payment through EFT or where the EFT facility is unavailable, payment may be released through cheque.

b) Payments shall only be made in Indian Rupees

c) The Bidder shall send its claim for payment in writing as per GST-compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in the Contract and as specified therein.

9.5 Payment in case of termination of contract

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, only for the period for which services have been delivered, after deducting applicable penalty and TDS / other applicable taxes.

9.6 Withholding and lien in respect of sums claimed

a) Whenever any claim or claims for payment of a sum of money arises against the Bidder, out of or under the contract, the DGCI&S shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from –

    i. any security or retention money, if any, deposited by the Bidder.

    ii. Any sum(s) payable till now or hereafter to the Bidder under the same Contract or any other contract with the DGCI&S if the security is insufficient.

b) Where the Bidder is a partnership firm or a limited company, the DGCI&S shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.

c) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is resolved. The Bidder shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Bidder.

d) Lien in respect of Claims in other Contracts: Any sum of money due and payable to the Bidder (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the DGCI&S against any claim of the DGCI&S in respect of payment of a sum of money arising out of or under any other contract made by the Bidder with the DGCI&S.

9.7 Payment

a) All payments under this Contract shall be made to the Bidder's accounts specified in the contract and shall be made in Indian Rupees (INR).

b) **Itemized Invoices**- As soon as practicable, the Bidder shall submit to the DGCI&S, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such an interval under clause 9.3: Payments Terms & Schedule. Separate Invoices should be submitted for Supply and Services, if applicable.

c) DGCI&S shall cross-check all relevant records before passing the Bidder's bills. Upon verification of the records by DGCI&S, payments can be released to the Bidder.

d) DGCI&S shall pay the Bidder's invoices within ninety (90) days after the receipt by the DGCI&S of such itemized invoices with supporting documents but may withheld the invoice as per clause 9.6 above.

e) No advance payment shall be made by DGCI&S on any account and any request by the Bidder on this account will be rejected.

f) **Additional Manpower**- DGCI&S shall pay the additional manpower cost, if sought by DGCI&S, other than the mandatory manpower specified in Section 6,during the maintenance phase as per rates specified in Financial Bid.

g) **Final Payment**- The final payment under this Clause shall only be made after the final report/ deliverables, a final invoice, and the Clause 11 Knowledge Transfer, General Obligations & Exit Management have been successfully executed and accepted as satisfactory by DGCI&S. Completion certificate/ Final payment shall be made only after ensuring that all facilities/ documents/ sites have been returned to the DGCI&S as per Clause 11 Knowledge Transfer, General Obligations & Exit Management. The Services then shall be deemed completed and finally accepted by the DGCI&S. Any amount that DGCI&S has paid or has caused to be paid under this Clause more than the amounts payable under the provisions of this Contract shall be reimbursed by the Bidder to the DGCI&S within thirty (30) days after receipt by the Bidder of notice thereof. Any such claim by the DGCI&S for reimbursement must be made within twelve (12) calendar months after receipt by DGCI&S of a final report and a final invoice approved by the DGCI&S in accordance with the above.

h) **No Claim Certificate and Release of Contract Securities**- The Bidder shall submit a 'No-claim certificate' as per Annexure AA: 'No claim Certificate' to DGCI&S or in such form as shall be required by DGCI&S after the Services are finally accepted and before the final payment/ performance securities are released. DGCI&S shall release the contractual securities within time period, as otherwise specified in the contract, without any interest if no outstanding obligation, asset, or payments are due from the Bidder. The Bidder shall not be entitled to make any claim whatsoever against the DGCI&S under or arising out of this Contract, nor shall the DGCI&S entertain or consider any such claim, if made by the Bidder, after he shall have signed a "No Claim"

Certificate in favour of the DGCI&S. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding arbitration

9.8   Post Payment Audit

Notwithstanding the issue of the Completion Certificate and release of final Payment, DGCI&S reserves the right to carry out within 180 days of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the Bidder is discovered due to such examination, the DGCI&S shall claim such amount from the Bidder.

9.9   Signature on Receipts for Amounts

Every receipt for money, which may become payable, or for any security which may become transferable to the contractors under the contract, shall be signed by a person authorized to do so by the Bidder's Representative (or otherwise as per Clause 10.4.2), to be a suitable and sufficient discharge to DGCI&S in respect of the sums of money or security purported to be acknowledged thereby.

9.10   Suspension of Payment

DGCI&S may, by written notice of suspension to the Bidder, suspend part or all payments to the Bidder hereunder if the Bidder fails to deliver the Services as per the Scope of Work(Chapter 3 & 4) within the stipulated Timeline(Chapter 5), including the non-rectification of notified defects in the Services/ deliverables, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Bidder of such notice of suspension. Such a suspension shall not entitle the Bidder to any extension of time for delivery of Service.

9.11   Time Barred Payment

In accordance with the Limitation Act 1963, all claims against DGCI&S shall be legally time-barred after three years calculated from when the payment falls due unless the payment claim has been under correspondence. DGCI&S is entitled to, and it shall be lawful to reject such claims.

9.12   Commission & Fees

The Bidder may disclose at its discretion, any commissions or fees that have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed may include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

Section 10

General Terms and Conditions

10. General Terms and Conditions

10.1 General

10.1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

a) The headings of these conditions shall not affect the interpretation or construction thereof.

b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.

c) Words in the singular include the plural and vice-versa.

d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company, association, or body of individuals, whether incorporated or not.

e) Terms and expressions not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.

f) Any reference to 'Services' shall also be deemed to include the incidental Works/ Goods.

g) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, to date.

10.1.2 Definitions
In the contract, unless the context otherwise requires:

1)"Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five per cent of the company's shares or capital or profits) or 'control'(including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms;

2)"Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Proposal;

3)"Commercial Bank or Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934;

4)"Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' or 'Letter of Intenet-LOI'(letter or memorandum communicating to the Bidder the acceptance of his Proposal) or 'Agreement' or a 'repeat order' accepted/ acted upon by the Bidder in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the DGCI&S and the Bidder on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

5)"Bidder" (as a participant in a Procurement Process - including the term 'contractor', 'bidder', 'tenderer', participant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Procurement Process;

6)"Bidder" (as a contract holder - including the terms 'Supplier' or 'Service Provider' or 'Contractor' or 'Firm' or 'Vendor' or 'Successful Bidder' in specific contexts) means the person, firm, company, or Joint Venture with whom the contract is entered into and shall be deemed to include the Bidder's successors (approved by DGCI&S), agents, Sub Vendor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;

7)"Contract Manager" means (as distinct from Team Leader of the Bidder) the Procurement Officer or any other officer or a third-party agency who has been assigned the authority to take all actions on behalf of DGCI&S during the execution of the contract by the successful bidder;

8)"Day", "Month", and "Year" shall mean respectively calendar day, month or year (unless reference to financial year is apparent from the context);

9)"Effective Date" means the date on which this Contract comes into force and effect as per the Contract;

10)"Personnel/Expert(s)" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub vendor assigned by the Bidder to perform the Services or any part thereof under the Contract;

11)"Goods" (including the terms 'Stores', and 'Material(s)' in specific contexts) includes all articles, materials, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts, procured or otherwise acquired by DGCI&S. Any reference to Goods shall be deemed to include small work or some services that are incidental or consequential to the supply of such goods;

12)"Government" means the Central Government or a State Government, as the case may be and includes agencies and Public Sector Enterprises under it in specific contexts;

13)"Intellectual Property Rights" (IPR) means the intellectual property owner's rights concerning possession/ exploitation of such property by others of tangible or intangible intellectual property, including rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);

14)"Key Expert(s)/Key Personnel(s)" means an individual professional (usually identified by name) whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Bidder's proposal;

15)"Non-Key Expert(s)" means an individual professional (usually not identified by name) provided by the Bidder or its Sub vendors to perform the Services or any part thereof under the Contract;

16)"Parties": The parties to the contract are the "Bidder" and the "DGCI&S", as defined in clause 2.4;

18)"Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' 'Performance Bank Guarantee' means a monetary guarantee to be furnished by the successful Bidder in the form prescribed for the due performance of the contract;

19)"Procurement" (in the context of Public/ Government 'procurement' or 'Purchase', or 'Acquisition' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works or a combination thereof by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) by a Procuring Entity, whether directly or through an agency with which a contract for procurement is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;

20)"Procuring Entity" means the entity in DGCI&S procuring Goods, Works, or Services;

21)"Procurement Officer" means the officer signing the Letter of Award (LoA)/Letter of Intent(LOI) and/or the contract on behalf of DGCI&S;

22)"Procurement Process" (or "Tender"; "RFP"; "EOI", "Tender Enquiry" in specific contexts): 'Procurement Process' is the whole process from the publishing of the RFP Document to the resultant award of the contract. 'RFP Document' means the document (including all its sections, appendices, forms, formats, etc.) published by DGCI&S to invite Proposals in a Procurement Process. The RFP Document and Procurement Process may be generically and interchangeably referred to as "Bid Document", "Tender" or " Tender Enquiry, " which would be clear from context without ambiguity;

23)"Proposal" (including the term 'tender', 'offer', 'quotation' or 'bid' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers;

24)"Services" means the activities to be performed by the Bidder under this Contract, as described in Appendix A thereto;

a)"Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (amended from time to time). It also includes stamped, except in the case of a Letter of Award or amendment thereof;

b)"Sub Vendor" means a person or corporate body with an agreement with the Bidder to carry out a specific part of the 'Services' while the Bidder remains solely liable for the execution of the Contract;

c)"Variation" means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed;

d)"Works" refer to any activity involving repair, installation, commissioning, erection and so on, which make use of a combination of one or more engineering designs, architectural design, material and technology, labour, machinery, and equipment.

10.1.3 Document Convention
All words and phrases defined in Clause 10.1.2 are written as 'Capitalised words' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Services' shall indicate the definition given in the General Terms & Conditions, while 'services' shall have the usual dictionary meaning.

10.1.4 Abbreviations

Abbreviation	Definition
RFP	Request for Proposal
BOQ	Bill of Quantities
LoA	Letter of Award (Acceptance)
CV	Curriculum Vitae
EMD	Monetary guarantee to be furnished by a Bidder along with its proposal
EOI	Expression Of Interest
QCBS	Quality and Cost-Based Selection
LOI	Letter of Intent (Acceptance)
GST	Goods and Services Tax
GSTIN	GST Identification Number
TOR	Terms of Reference
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
TIS	Tender Information Summary
TIA	Tender Inviting Authority

10.2 The Contract

10.2.1   Language Of Contract
The contract and all subsequent correspondence documents, during its execution, between the Bidder and the DGCI&S shall be written in the English (hereinafter called the contract's language) . However, the

language of any printed literature furnished by a Bidder may be written in any other language provided a certified translation accompanies the same in the contract's language. For purposes of interpretation, translation in the contract's language shall prevail.

10.2.2   The Entire Agreement

This Contract and its documents (referred to in" Contract Documents & their Precedence" below) constitute the entire agreement between DGCI&S and the Bidder and supersede all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

10.2.3   Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the Contract or any of its other provisions and conditions.

10.2.4   Relationship Between Parties

a) The parties to the contract are the successful Bidder and DGCI&S, as nominated in the contract.
b) Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between DGCI&S and the Bidder. The Bidder, subject to this Contract, is legally the main principal/ master of the Experts and Sub-Vendors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
c) Authority of Member in Charge: In case the Bidder is a Joint Venture, the members hereby authorize the member specified in the contract to act on their behalf in exercising all the Bidder's rights and obligations towards DGCI&S under this Contract, including without limitation the receiving of instructions and payments from the DGCI&S.
d) Authorised Representative: Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by DGCI&S or the Bidder may be taken or executed by the officials specified in the contract.
e) Good Faith: The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Bidder shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to DGCI&S and shall at all times support and safeguard the DGCI&S's legitimate interests in any dealings with the third parties.

10.2.5   Contract Documents

The following conditions and documents shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

a) Valid and authorized Amendments issued to the Contract & RFP.

151

b) The Agreement consisting of the initial paragraphs, recitals, and other clauses, including the annexures annexed to it and signatures of DGCI&S;
c) Section 1: Introduction
d) Section 2: Instruction to Bidders
e) Section 3: Scope of Work;
f) Section 4: Scope of Work during Operations & Maintenance
g) Section5: Key Personnel
h) Section 6: Service Level Agreement & Penalty
i) Section 9: Financial Terms & Conditions
j) Section 10: General Terms & Conditions
k) Section 11:Knowledge Transfer, General Obligations & Exit Management
l) Section 12: Indicative Architecture, Tentative BOM & Technical Specification(after modification of quantity & OEM final Specifications)
m) Annexure G – Service Level Agreement;
n) Annexure L- CV of Key Personnel
o) Annexure M- Project Citation Format
p) Annexure R- Integrity Pact format
q) Annexure S-Manufacturer Authorization Form
r) Annexure T- Certificate of Compliance
s) Annexure U-Hardware Sizing Adequacy Letter
t) Annexure X- Terms & Condition Compliance
u) Annexure Z- Certification by Prospective Arbitrator
v) Annex to Appendix C: Breakdown of Agreed Fixed Rates in Bidder's Contract;
w) Appendix Q – Financial Bid Format;
x) the Letter of Award (LoA)/Letter Of Intent(LOI), if issued
y) the Special Terms of Contract
f) the Bidder's Proposal;
g) any other document listed in the contract as forming part of this Contract.

10.2.6   Modifications/ Amendments, Waivers and Forbearances
a) Modifications/ Amendments of Contract

i.   After the contract documents have been signed, no modified provisions shall be applicable unless the DGCI&S suo-moto or, on request from the Bidder, by written order, amend the contract, at any time during the currency of the contract, by making alterations and modifications within the general scope of the Contract. Requests for changes and modifications in the Contract may be submitted in writing by the Bidder to DGCI&S.

ii.   If the Bidder does not agree to the suo-moto modifications/ amendments made by the DGCI&S, he shall convey his views within 21 days from the date of amendment/ modification. Otherwise, it shall be assumed that the Bidder has consented to the amendment.

iii.   Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on DGCI&S unless and until the same is incorporated in a formal instrument and signed by DGCI&S, and till then DGCI&S shall have the right to repudiate such arrangements.

b) Waivers and Forbearance

      i.   Any waiver of a DGCI&S's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the DGCI&S granting such a waiver and must specify the terms under which the waiver is being granted.

      ii.   No relaxation, forbearance, delay, or indulgence by DGCI&S in enforcing any of the terms and conditions of this Contract or granting of an extension of time by DGCI&S to the Bidder shall, in any way whatsoever, prejudice, affect, or restrict the rights of DGCI&S under this Contract, neither shall any waiver by DGCI&S of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

10.3 Governing Laws and Jurisdiction

a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

b) Any disagreements resulting from this Contract cannot be resolved through consultation or negotiation between the Parties shall be addressed to the relevant management or higher authorities of the respective parties, who will act in good faith to resolve the disagreement.

c) Irrespective of the place of delivery, the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award/Letter Of Intent (LOA/LOI, or the contract Agreement, in the absence of LOA/LOI) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract if a solution cannot be achieved between the parties.

10.3.1   Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the deadline for the Proposal submission (Tech), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased as per clause "Modifications/ Amendments, Waivers and Forbearances" above, by agreement between the Parties hereto, to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the applicable price adjustment provisions.

10.4 Communications

10.4.1   Communications

a) All communications under the contract shall be served by the parties to each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.

b) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

c) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the Contract expressly so designated.

d) Such communications would be an instruction, a notification, an acceptance, a certificate from DGCI&S, or a submission or a notification from the Bidder. A notification or certificate required under the contract must be communicated separately from other communications.

10.4.2 Persons signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

a) On behalf of the Bidder: The person who has signed the contract on behalf of the Bidder shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Bidder, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the DGCI&S reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Bidder liable to DGCI&S for all costs and damages arising from such misdemeanours.

b) On behalf of DGCI&S: Unless otherwise stipulated in the contract, the Contract Manager signing the contract shall administer the contract and sign communications on behalf of DGCI&S. Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution. DGCI&S may change the signing authorities after giving prior intimation to the Bidder time to time.

10.4.3 Address of the parties for sending communications by the other party

For all purposes of the contract, including arbitration, thereunder, the address of parties to which the other party shall address all communications and notices shall be:

a) The Bidder's address as mentioned in the contract, unless the Bidder has notified change by a separate communication containing no other topic to DGCI&S. The Bidder shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and

b) The DGCI&S's address shall be the one mentioned in the contract. The Bidder shall also send additional copies to officers of DGCI&S presently dealing with the contract.

c) In case of communications from the Bidder, copies of communications shall be marked to the stake holders communicated by DGCI&S and DGCI&S's officer signing the contract and as relevant to the Paying Authorities mentioned in the contract. Unless specified before the contract's start, DGCI&S and the Bidder shall notify each other if additional copies of communications are to be addressed to additional addresses.

10.5 Other Terms and Conditions

a) The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.

b) All such amendments made by DGCI&S to the RFP shall become part and parcel of the RFP and same will be notified on DGCI&S' website. The Bidders are required to have a watch on DGCI&S' website for any such amendment.

c) Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by DGCI&S before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. DGCI&S will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.

d) DGCI&S reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.

e) DGCI&S shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. DGCI&S reserves the right to make any changes in the terms and conditions of contract. DGCI&S will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. DGCI&S reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of DGCI&S in this regard is final and no further correspondence in this regard will be entertained.

f) Although service window has been defined in the RFP, the selected Bidder must provide services beyond the above time in case of urgent requirement of DGCI&S (aligned to the aims of the current assignment).

g) Notwithstanding anything to the contrary contained in the contract, DGCI&S shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.

h) On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by DGCI&S, if not forfeited due to any reason as provided herein, after a period of 6 months after completion/execution of the assignments/contract.

i) Bidder must deploy manpower having requisite qualification, experience, skill set etc. for the project/contract.

j) DGCI&S reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of DGCI&S, the information furnished is incomplete or the Bidder does not qualify for the contract.

k) The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.

l) The Financial and Technical Bids will have to be digitally signed by an authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.

m) By submitting proposal/bid, the Bidder agrees to promptly execute contract with DGCI&S for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with DGCI&S, will relieve DGCI&S of any obligation to the Bidder, and a different Bidder may be selected.

n) Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.

o) The selected bidder will sign Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), and Integrity Pact with DGCI&S & provide Performance Bank Guarantee, as per format provided in the RFP.

p) All expenses related to execution of the agreements including costs of stamp paper, stamp duty shall be borne by the selected vendor.

10.6 Bidder's Obligations and Restrictions on its Rights

10.6.1 Changes in Constitution/ Financial Stakes/ Responsibilities of a Contract's Business

Bidder must proactively keep DGCI&S informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

Where the Bidder is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

a) A new partner shall not be introduced in the firm except with the previous consent in writing of DGCI&S, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.

b) On the death or retirement of any partner of the Bidder firm before the complete performance of the contract, DGCI&S may, at his option, terminate the contract for default as per the contract and/ or avail any or all remedies thereunder.

c) If the contract is not terminated as provided in Sub-clause (b) above, notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to DGCI&S in writing or electronically.

10.6.2 Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the Bidder based on evaluation and scoring criteria stipulated in the RFP process after he was shortlisted in the preceding EOI process based on eligibility and qualifications

criteria stipulated therein. The Bidder is contractually bound to maintain compliance with all such criteria during the execution of the contract. Any change which would vitiate the basis on which the Bidder was shortlisted or awarded the contract should be pro-actively brought to the notice of DGCI&S within 7 days of it coming to the Bidder's knowledge.

10.6.3 Restriction on Potential Conflict of Interests

The Bidder has an obligation and shall ensure that its key Personnel and Sub-Contractors shall have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of DGCI&S, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder and/ or the termination of the Contract. This may include blacklisting by any Government Entity in any other contract not related to this RFP and its deliverables.

10.6.4 Consequences of breach by Constituents of a Bidder

Should the Bidder or any of its partners, its Sub-Contractors, or their Personnel commit a default or breach of the Clause 10.6, the Bidder shall remedy such breaches within 21 days, keeping DGCI&S informed. DGCI&S may call upon the Bidder to assign the work of the defaulting member to any other equally competent party acceptable to DGCI&S. However, at its discretion, DGCI&S shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of DGCI&S as to any matter or thing concerning or arising out of the Clause 10.6 or on any question whether the Bidder or any partner of the Bidder has committed a default or breach of any of the conditions shall be final and binding on the Bidder.

10.6.5 Assignment and Sub-contracting

a) Only shortlisted bidders from EOI stage are allowed to participate, no transfer of RFP is Possible.
b) Bidder is not allowed to subcontract all of the scope of supply and services.
c) Sub-Contracting may be allowed for IT infrastructure installation and IT infrastructure maintenance only where Bidder may require low-skilled tasks, however the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of DGCI&S.
d) Sub-Contractors must comply with and should not circumvent the Bidder's compliance with its obligations under Clause 10.6
e) If permitted, the selected bidder shall notify DGCI&S, in writing, of all subcontracts awarded under the Contract. Sub-Contracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
f) If the Bidder sublets or assigns this Contract or any part thereof without such permission, DGCI&S shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.
g) Bidder will be responsible in all cases for project implementation & maintenance (software and hardware including networking) in all its aspects

10.6.6 Obligation to Indemnify DGCI&S
1. For breach of IPR Rights

1) Bidder shall indemnify and hold harmless, free of costs, DGCI&S and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Bidder under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

    a) Any design, data, drawing, specification, or other documents or Services provided or designed by the Bidder for or on behalf of DGCI&S.
    b) The sale by DGCI&S in any country of the services/ products produced by the Services delivered by Bidder to DGCI&S, and
    c) The delivery of the Services by the Bidder or the use of the Services at DGCI&S's Site

2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Bidder.

3) If any proceedings are brought, or any claim is made against DGCI&S arising out of the matters referred above, DGCI&S shall promptly notify the Bidder. At its own expense and in DGCI&S's name, the Bidder may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping DGCI&S informed.

4) If the Bidder fails to notify DGCI&S within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then DGCI&S shall be free to conduct the same on its behalf at the risk and cost to the Bidder.

5) At the Bidder's request, DGCI&S shall afford all available assistance to the Bidder in conducting such proceedings or claims and shall be reimbursed by the Bidder for all reasonable expenses.

2. For Losses and Damages Caused by Bidder
    a) the Bidder shall indemnify and keep harmless DGCI&S, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against DGCI&S because of any act or omission or default or negligence or trespass of the Bidder, his subcontractors, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Bidder shall make good at his own expense all resulting losses and/ or damages to:
          i. the Services themselves or
         ii. any other property of DGCI&S or
       iii. the lives, persons, or property of others
    b) In case DGCI&S is called upon to make good such costs, loss, or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof, the amount of any costs or charges including costs and charges in connection with legal proceedings, which DGCI&S may incur about it, shall be charged to the Bidder. All sums payable by way of compensation under any of these conditions shall be considered

reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

c) DGCI&S shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Bidder, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Bidder, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Bidder.

10.6.7 Confidentiality, Secrecy, Property and IPR Rights
1. Property Rights

a) Physical assets, e.g., Equipment and materials made available to the Bidder by DGCI&S or purchased by the Bidder wholly or partly with funds provided by DGCI&S, shall be the property of DGCI&S and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make an inventory of such equipment and materials available to DGCI&S and dispose of such equipment and materials in accordance with DGCI&S's instructions.

b) Intangible assets, e.g., license agreements, Software Packages, and memberships for purposes of performance of this contract provided by DGCI&S or purchased by the Bidder wholly or partly with funds provided by DGCI&S, shall be the property of DGCI&S and shall be registered accordingly., These shall be obtained in the name of DGCI&S after obtaining DGCI&S's prior written approval. DGCI&S shall have an encumbered right to use such assets, even after the termination of the Contract. Any restrictions about the future use of these documents and software shall be specified in the Contract.

c) No data should be kept in servers outside India or accessed from outside India at any point of time.

2. IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Bidder under this Contract shall become and remain the property of DGCI&S and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without DGCI&S's prior written consent. The Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to DGCI&S, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software but shall not use it for commercial purposes.

3. Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of DGCI&S to the Bidder in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of DGCI&S and shall, without the prior written consent of DGCI&S neither be divulged by the Bidder to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities of the Bidder required for the performance of this Contract.

If advised by DGCI&S, all copies of all such information in original shall be returned on completion of the Bidder's performance and obligations under this contract.

4. Secrecy

The Bidder shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder of any subject matter as and when communicated by DGCI&S.

5. Restrictions on the Use of Information

a) Without DGCI&S's prior written consent, the Bidder shall not use the information mentioned in the sub-clauses above except for performing this contract.

b) The Bidder shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of DGCI&S, divulge to any person other than the person(s) employed by the Bidder in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

c) Notwithstanding the above, the Bidder may furnish to its holding company or its Sub-Bidder(s) such documents, data, and other information it receives from DGCI&S to the extent required for performing the contract. In this event, the Bidder shall obtain from such holding company/ Sub-Bidder(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the Bidder under the above clauses.

d) The obligation of the Bidder under sub-clauses above, however, shall not apply to information that:
    i.   the Bidder needs to share with the institution(s) participating in the financing of the contract;
    ii. now or hereafter is or enters the public domain through no fault of Bidder;
    iii. can be proven to have been possessed by the Bidder at the time of disclosure and which was not previously obtained, directly or indirectly, from DGCI&S;
    iv. or otherwise lawfully becomes available to the Bidder from a third party with no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Bidder before the contract date in respect of the contract, the RFP Document, or any part thereof.

f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

6. Protection and Security of Personal Data

a) Where the Bidder is processing Personal Data for DGCI&S (as part of Services), the Bidder shall:
    i.   Process the Personal Data only as per instructions from DGCI&S (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by DGCI&S;
    ii. Comply with all applicable laws;
    iii. Process the Personal Data only to the extent and in such manner as is necessary for the discharge of the Bidder's obligations under this Contract or as is required by Law or any Regulatory Body;
    iv. Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage,

alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

   v. Take reasonable steps to ensure the reliability of its staff and sub contractors who may have access to the Personal Data;

   vi. Obtain prior written consent from the Authority to transfer the Personal Data to any Sub-Bidder for the provision of the Services;

   vii. Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of DGCI&S.

   viii. Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.

   ix. Ensure that none of the staff and sub contractors publishes or disclose any personal data to any third parties unless directed in writing to do so by DGCI&S.

   x. Not disclose Personal Data to any third parties in any circumstances other than with the written consent of DGCI&S or compliance with a legal obligation imposed upon DGCI&S;

b) Notify DGCI&S (within five Working Days) if it receives the;

   i. a request from an employee of DGCI&S to have access to his or other employees' Personal Data; or

   ii. a complaint or request relating to DGCI&S's obligations under the law;

c) The provision of this clause shall apply during the contract period and indefinitely after its expiry.

10.6.8 Performance Bond/Security

a) As mentioned in Clause 2.13 and after the issue of the Letter of Award(LOA)/Letter Of Intent(LOI) by DGCI&S, the Bidder shall furnish to DGCI&S performance security in the form of Bank Guarantee, as per validity mentioned in clause 2.13 .

b) If the Bidder fails to maintain the requisite Performance Security during the Contract's currency, it shall be lawful for DGCI&S at its discretion.

   i. treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default, including termination of the Contract for Default, or

   ii. without terminating the Contract, recover from the Bidder the amount of such security deposit by deducting the amount from the pending bills of the Bidder under the contract or any other contract with DGCI&S or the Government or any person contracting through DGCI&S or otherwise, howsoever as per Clause 9.6.

c) If a contract is amended, the Bidder shall furnish amended Performance Security with revised value and validity within twenty-one days of the issue of such an amendment.

d) DGCI&S shall be entitled, and it shall be lawful on his part,

   i. to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

Any default, failure, or neglect on the part of the Bidder in the fulfilment or performance in all respect of this contract or any other contract with the DGCI&S or any part thereof or

for any loss or damage recoverable from the Bidder which DGCI&S may suffer or be put to for reasons of or due to the above defaults/ failures/ neglect

161

ii. and in either of the events aforesaid to call upon the Bidder to maintain the said performance security at its original limit by making further deposits, provided further that DGCI&S shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the Bidder for similar reasons.

e) Subject to the sub-clause above, DGCI&S shall release the performance security without any interest to the Bidder on completing all contractual obligations.

10.6.9 Removal and/or Replacement of Personnel

a) If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel (personnel according to DGCI&S engaged for key assignments under the contract by the Bidder), the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications and skills within 1 week.

b) If DGCI&S finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at DGCI&S's written request specifying the grounds, therefore, forthwith provide as a replacement a person with similar or more qualifications and experience acceptable to DGCI&S (within 1 week).

c) For any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by DGCI&S. Except as DGCI&S may otherwise agree, (i) the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

10.6.10 Acceptance of Work Order/Letter of Award

As mentioned in Clause 2.40 DGCI&S will notify the successful Bidder in writing by issuing a letter of award/Letter of Intent in duplicate. The successful Bidder has to return the duplicate copy to DGCI&S within 7 working days from the date of the letter of award/work order duly accepted and signed by Authorized Signatory as a token of acceptance. However, DGCI&S has a right to cancel the letter of award/Letter of Intent, if the same is not accepted within the stipulated period.

10.6.11 Definitive Agreement

As mentioned in clause 2.41 the successful Bidder will sign a contract with DGCI&S which will contain, but not limited to, the Service Level Agreement (SLA) substantially in the format as provided in **Annexure G**, the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure H**, the Integrity

Pact in **Annexure R** & **any other points of RFP** having relevance with the said contract, with DGCI&S within 30 days of the letter of award (LoA)/Letter of Intent(LOI) or within such extended period as may be decided by DGCI&S. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract, and non-disclosure agreement, should be submitted.

10.6.12 Permits, Approvals and Licenses

Whenever the Services and incidental Goods/ Works delivery requires the Bidder to obtain permits, approvals, and licenses from local public authorities or any third party, it shall be the Bidder's sole responsibility to obtain these and keep them current and valid. Such requirements may include but not be restricted to licenses or environmental clearance if required. If requested by the Bidder, DGCI&S shall make its best effort to assist the Bidder in complying with such requirements in a timely and expeditious manner without diluting the Bidder's responsibility in this regard.

10.6.13 Insurance

The Bidder shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain, at its (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by DGCI&S, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at DGCI&S's request, shall provide evidence to DGCI&S showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Bidder shall ensure that such insurances are in place before commencing the Services . Alterations to the terms of insurance shall not be made without the approval of DGCI&S.

10.6.14 Accounting, Inspection and Auditing

The Bidder shall keep and make all reasonable efforts to cause its Sub-Contractors to keep accurate and systematic accounts and records in respect of the Goods & Services and in such form and detail as shall identify relevant time changes and costs and as per accounting principles prescribed in India.

10.6.15 Book Examination Clause

The successful Bidder may, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised on that behalf of DGCI&S, any cost or audited book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document related to the RFP. Project Deliverables and signed Contractual Obligations. The Bidder may also require to furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. This Government Officer's decision on the relevancy of any document or information of return shall be final and binding on the parties. The obligation imposed by this clause is without prejudice to the Bidder's obligations under any other statute, rules or orders which shall be concurrently binding on the Bidder.

10.6.16 Legal Compliance

The Bidder shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Key Personnel and Sub-Contractors comply with the Applicable Law

10.6.17 Custody and Return of DGCI&S's Assets loaned to the Bidder

a) The contractors shall sign accountable receipts for all documents and materials or other assets/ properties made over to them by DGCI&S. All such assets shall be deemed in good condition when received by the Bidder unless he has notified DGCI&S to the contrary within twenty-four hours of receipt. Otherwise, he shall be deemed to have waived the right to do so at any subsequent stage.

b) These assets shall remain the property of DGCI&S, and the Bidder shall take all reasonable care of all such assets. The Bidder shall be responsible for all damage or loss from whatever cause while assets are possessed or controlled by the Bidder, staff, workmen, or sub contractors.

c) Where if the Bidder insures such assets against loss or fire, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the Bidder's liability as aforesaid.

d) The Bidder shall return all such assets in good order and repair, reasonable wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by DGCI&S whose decision shall be final and binding.

10.7 DGCI&S's Obligations

10.7.1 Assistance

Unless otherwise specified in the Contract, DGCI&S shall use its best efforts to:

a) Issue instructions and information to its officials, agents, and stakeholders for prompt and effective implementation of the Services.

b) Provide to the Bidder any other assistance as specified in the Contract.

c) Access to Project Site: DGCI&S warrants that the Bidder shall have, free of charge, unimpeded access to the project site if such access is required for the performance of the Services.

10.7.2 Facilities

a) DGCI&S shall make available to the Bidder and its Sub Contractor, for the performance of the contract, free of any charge (unless otherwise stated therein), the services, facilities described in the 'Scope of Work' as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. Bidder shall use such facility for the execution of the contract and no other purpose whatsoever.

b) DGCI&S may refuse the facility to the Bidder in case of termination of contract,end of contract period or any other case deemed necessary.

10.7.3 Counterpart Personnel

DGCI&S shall make counterpart personnel (SPOC) available to the Bidder, as per 'Scope of Work' for the performance of the contract. DGCI&S may change time to time the personnel available to the Bidder, as

per its Business Process, to execute the contract. The Decision of DGCI&S will be final and binding to the Bidder on this matter.

10.7.4 Payment Obligation

Considering the Services performed by the Bidder under this Contract, DGCI&S shall pay the Bidder for the deliverables specified in **clause 9.2:Payment Terms & Schedule** after considering the SLA and penalties as provided in the Contract.

10.8 Duration of Contract

The contract will be valid for a period of 7 years i.e 84 months (18 months for Development and Go-Live + 6 months of warranty + 5 years of Comprehensive Annual Maintenance) from the date of the work order/letter of award.

10.9 Resolution of Disputes

10.9.1 Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question, or any other account whatsoever, but excluding the Excepted Matters (detailed in Clause 10.9.2 below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the Bidder, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing the relevant Contractual clause to the designated authority requesting invoking the following dispute resolution mechanism. Before any recourse to courts, the dispute shall be resolved through dispute resolution mechanisms detailed subsequently in the sequence mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

1)   Adjudication
2)   Conciliation
3)   Arbitration

10.9.2 Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of DGCI&S, thereon, shall be final and binding on the Bidder. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where DGCI&S has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but are not limited to:

1)Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

2)Issues related to the pre-award Procurement Process or conditions

3)Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the Bidder.

4)Provisions incorporated in the contract which are beyond the purview of DGCI&S or are in pursuance of policies of Government, including but not limited to:-

    a) Provisions of restrictions in terms of the Make in India policy of the Government.

10.9.3 Adjudication

After exhausting efforts to resolve the Dispute with the Contract Manager executing the contract on behalf of DGCI&S, Bidder shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the Bidder to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. During the adjudication proceedings, the parties shall not initiate any conciliation, arbitral, or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the Bidder may proceed to invoke the process of Conciliation as follows.

10.9.4 Conciliation of disputes

1)Parties may invoke Conciliation, in terms of the Arbitration and Conciliation Act 1996, by submitting a "Notice of Conciliation" to the other party with a request to the Head of DGCI&S to notify a Conciliator. Since conciliation is voluntary, within 30 days of "Notice of Conciliation", the Head of DGCI&S shall notify a sole Conciliator if the other party is agreeable to entering Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.

2)The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the contract terms within 60 days from the appointment date.

3)If the parties agree on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.

4)During the conciliation proceedings, the parties shall not initiate any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

5)Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:

    a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified on the date of such declaration; or

    b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated on the date of such declaration; or

    c) If the parties fail to reach an agreement on a settlement of the dispute within 60 days of the appointment of the Conciliator

6) On termination of Conciliation, the aggrieved party shall be free to invoke Arbitration if the dispute is still alive.

10.9.5 Arbitration Agreement

1) Qualification of Arbitrators:

a) In the case of retired officers of DGCI&S, they shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 year prior and must not be over 70 years of age on the date of Notice for arbitration.

b) He/She/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as an officer of DGCI&S, expressed views on any or all of the matters under dispute or differences. A certification to this effect shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had, in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

c) An Arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed.

d) Not be other than the person appointed by The Appointing Authority, and if for any reason that is not possible, the matter shall not be referred to arbitration.

2)Replacement of Arbitrators:

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

3)Appointment of Arbitrator:

a) In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of the sole Arbitrator. For this purpose, The Appointing Authority shall send to the Bidder, within 60 days from receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers duly indicating their retirement dates.

b)The Bidder shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the Bidder's nominees.

c)In cases where the total value of all claims in question added together exceeds Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the DGCI&S. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the Bidder within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.

d) The Bidder shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one of them as the Bidder's nominee. It shall also simultaneously appoint the balance number of arbitrators from the panel or outside the panel, duly indicating the 'Presiding

Arbitrator' from amongst the 3 arbitrators so appointed within 30 days from the receipt of the names of the Bidder's nominees.

e) If the Bidder does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed to appoint the arbitral tribunal within 30 days of the expiry of such a time provided to the Bidder.

4) Failure to appoint Arbitrators:

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then the appointment of the Arbitrator may be sought under the relevant provision of the Arbitration and Conciliation Act 1996, as amended.

5) The Arbitral Procedure

1) Effective Date of Entering Reference: The arbitral tribunal shall be deemed to have entered the reference on the date the arbitrator(s) received notice of their appointment. All subsequent time limits shall be counted from such date.

2) Seat and Venue of Arbitration: The seat of arbitration shall be where the Letter of Award/Letter of Intent or the Contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without affecting the legal jurisdictional issues linked to the seat of the arbitration.

3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such a reference to Arbitration, the Arbitrator should ask the aggrieved party to approach the designated authority for such mechanisms before the Arbitration proceedings are started.

4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.

5) On receipt of such claims, the respondent shall submit its defence statement and counter-claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.

6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal due to the delay in making it.

7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.

8) Oral arguments to be held on a day-to-day basis: Oral arguments as far as possible shall be heard by the arbitral tribunal daily, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.

9) Award within 12 (twelve) months: The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months under exceptional circumstances where all parties consent to such an extension. The court's approval shall require further extension if the award is not made out within an extended period. When an application for an extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

10) Fast Track Procedure: The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of fast-track arbitration are:

    a) The dispute is to be decided based on written pleadings only.

    b) Arbitral Tribunal shall have the power to call for clarifications and the necessary written pleadings.

    c) An oral hearing may only be held if all the parties request or the arbitral tribunal considers it necessary.

    d) The parties are free to decide the fees of the arbitrator(s) for a fast-track procedure.

11) Powers of Arbitral Tribunal to grant Interim Relief: The parties to arbitration may approach the arbitral tribunal to seek interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.

12) Confidentiality: As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential except in certain situations, like if the disclosure is necessary for the implementation or execution of the arbitral award.

13) Obligation During Pendency of Arbitration: Performance of the contract shall, unless otherwise directed by the DGCI&S, continue during the arbitration proceedings, and no payment due or payable by DGCI&S shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

6) The Arbitral Award:

1) In the case of the Tribunal, comprising three members, any ruling on an award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

2) The arbitral award shall state item-wise the sum and reasons it is based. The analysis and reasons shall be detailed enough to infer the award.

3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.

4) The arbitrator's award shall be final and binding on the parties to this Contract.

5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.

6) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award for claims presented in the arbitral proceedings but omitted from the arbitral award.

7) Savings:

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

8) Cost of Arbitration and fees of the Arbitrator(s):

1) The concerned parties shall bear the arbitration cost as per section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be

governed by instructions issued on the subject by DGCI&S and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the DGCI&S or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.

2) The arbitrator shall be entitled to a 50 per cent extra fee if the award is made within 6 months as per provisions in section 29(A) (2) of The Arbitration Act. The Arbitrator shall also be entitled to this extra fee in cases where the Fast Track Procedure in section 29 (B) of The Arbitration Act is followed.

10.10 Defaults, Breaches, Termination, and closure of Contract

10.10.1 Termination due to Breach, Default, and Insolvency
1) Defaults and Breach of Contract
In case the Bidder undergoes insolvency or receivership, neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects DGCI&S's rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:
   a) Default in Performance and Obligations: if the Bidder fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by DGCI&S. In the case of a Joint Venture/ Consortium, If the performance of any Sub Contractor member is persistently un-satisfactory by DGCI&S in respect of the responsibilities assigned to him as per the agreement with the original Bidder, which is part of this Contract.
   b) Insolvency: If the Bidder being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
   c) Liquidation: if the Bidder is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

2) Notice for Default:
As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Bidder, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Bidder would be suspended as per clause 9.10 above to safeguard needed recoveries due to invoking contractual remedies.

3) Remedies for Breaches/ Default
In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, DGCI&S, if so decided, shall

1) take one; or more of the following contractual remedies.
    a) Recover liquidated damages and invoke a denial clause for delays.
    b) Temporarily withhold payments due to the Bidder till recoveries due to invocation of other contractual remedies are complete.
    c) Call back any loaned property or payment advances with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate).
    d) Encash and/ or Forfeit performance or other contractual securities.
    e) Prefer claims against the insurance, if any.
    f) Terminate the Contract for default, fully or partially, including its right for Risk-and-Cost Procurement as per the following sub-clause.
    g) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.
2) By written Notice of Termination for Default sent to the Bidder, terminate the contract in whole or in part, without compensation to the Bidder.
    a) Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to DGCI&S after that.
    b) Unless otherwise instructed by DGCI&S, the Bidder shall continue to perform the contract to the extent not terminated.
    c) All Defect Liability obligations, if any, shall survive despite the termination.
3) Risk and Cost Procurement: In addition to termination for default, DGCI&S shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Bidder. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Bidder shall be liable for any loss which the DGCI&S may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Bidder shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of DGCI&S. It shall not be necessary for DGCI&S to notify the Bidder of such procurement. It shall, however, be at the discretion of DGCI&S to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

4) Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Bidder to DGCI&S, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify DGCI&S concerning IPR infringement.

10.10.2 Termination for Default/ Convenience of DGCI&S or Frustration of Contract
1) Notice for Determination of Contract
1) DGCI&S reserves the right to terminate the contract, in whole or in part, for its (DGCI&S's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Bidder at any time during the currency of the contract. The notice shall specify that the termination is for DGCI&S's convenience or the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Bidder's performance under the contract is terminated, and the date from which such termination shall become effective.

2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

3) Unless otherwise instructed by DGCI&S, the Bidder shall continue to perform the contract to the extent not terminated.

4) All Defect Liability obligations, if any, shall survive despite the termination.

5) The Services and incidental goods/ works that can be delivered or performed within thirty days after the Bidder's receipt of the notice of termination shall be accepted by DGCI&S as per the contract terms. For the remaining Services and incidental goods/ works, DGCI&S may decide:

    a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or

    b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Bidder by paying an agreed amount for the cost incurred by the Bidder, if any, towards the remaining portion of the Services and incidental goods/ works.

2) Frustration of Contract

1) Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party, whether as a result of the Force Majeure clause (Clause 5.9) or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract as necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, DGCI&S shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration, as in the sub-clause above.

2) However, the following shall not be considered as such a supervening cause

    a) Lack of commercial feasibility or viability or profitability or availability of funds

    b) if caused by either party's breach of obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

3) Closure of Contract

1) Unless terminated earlier under clauses 10.10.2(1) and 10.10.2(2) above, this Contract shall expire:

    a) At the end of such a period after the Effective Date as specified in the Contract.

    b) Upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment

    c) termination and settlements after that, if any, as per clause 10.10.2(1) and 10.10.2(2) above.

2) Cessation of Rights and Obligations

Upon termination of this Contract under Clauses 10.10.2(1) and 10.10.2(2) hereof or expiration of this Contract under clause 10.10.3(1) , all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality outlined in clause 10.6.7. (iii) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records outlined in Clause 10.6 and to cooperate and assist in any inspection or investigation, and (iv) any right a Party may have under the Applicable Law.

3) Cessation of Services

Upon termination of this Contract by notice under Clauses 10.10.2(1) and 10.10.2(2), the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Concerning documents prepared by the Bidder and equipment and materials furnished by DGCI&S, the Bidder shall proceed as provided by Clauses 5.7 and 10.6.17.

4) Payments upon Termination

Upon termination of this Contract, DGCI&S shall make the following payments to the Bidder:

a) payment for Services or Supply of Goods satisfactorily performed before the effective date of termination;

10.11 Support

The Bidder is required to provide sound support by arranging timely attending of calls received from DGCI&S's offices and problem rectification through competent service engineers. The desired support time should be uniformly maintained at all the sites. To meet timely requirements, the Bidder must maintain sufficient inventory of spare parts/equipment at all the support Centres to avoid unnecessary delay in obtaining the spare parts/equipment.

The Bidder must supply the details of its service/support infrastructure meant for registering the complaints along with the contact numbers like mobile nos., phone nos., electronic mail addresses and names etc. of its service engineers for all locations.

Bidder shall ensure availability of spare parts for the HW and SW covered under Comprehensive AMC to meet SLA requirement. The replacement must be carried out with peripheral/component of equivalent capacity or higher capacity at no additional charges to DGCI&S, within the stipulated time as mentioned in SLA. However, lower capacity of such replacement shall be permitted by DGCI&S on case-to-case basis subject to any practical limitations for which such replacement is required.

IT System procurement/improvement is an ongoing process and the additional item included during the maintenance period also needs to be maintained within the ambit.

The Bidder must supply the details of its service/support infrastructure meant for registering the complaints along with the contact numbers like mobile nos., phone nos., electronic mail addresses and names etc. of its service engineers. The Bidder is required to provide 24x7x365 service/support for the complaints received from DGCI&S. The resolution matrix in **Annexure 'I'** should be adhered.

10.12 Suspension Of Work

The DGCI&S reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The DGCI&S will issue orders for

suspension or reinstatement of the work to the Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

10.13 Authenticity of Supplied Equipment

a) The selected bidder must certify that the supplied items are brand new, genuine/authentic, not refurbished, consistent with the description and quality described in this bidding document, and free from material, workmanship, and service defects.

b) Regardless of whether DGCI&S has inspected and/or approved the said goods, DGCI&S will be entitled to reject the said goods or any portion thereof that may be discovered not to conform to the said description and quality if, during the contract period, the said goods are discovered to be counterfeit/unauthentic or not to conform to the quality and description aforesaid or have been determined as not meeting specifications (and the purchaser's decision in that regard will be final and conclusive). If required to do so by DGCI&S, the selected bidder shall replace the products, services, or portion thereof. If the bidder failed to do so, the bidder shall pay any damages that may result from the breach of the aforementioned requirement. Nothing in this clause shall be construed to limit the Purchaser's other rights in this regard under this contract or otherwise.

c) Goods accepted by the purchaser in terms of the contract shall in no way dilute the right of DGCI&S to reject the same later, if found deficient in terms of this clause of the contract.

10.14 Code of Integrity

10.14.1 Code of Integrity

DGCI&S as well as Bidders and its suppliers, contractors, and Consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

1)"Corrupt practice" - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;

2)"Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the contract;

3)"Anti-competitive practice" - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of DGCI&S, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;

4)"Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a contract;

5)"Conflict of interest" –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any

official of DGCI&S who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from DGCI&S with an intent to gain unfair advantage in the Procurement Process or for personal gain;

6)"Obstructive practice" - materially impede DGCI&S's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding DGCI&S's rights of an audit or access to information;

10.14.2 Obligations for Proactive Disclosures:

1) DGCI&S authorities, Bidders, suppliers, contractors, and Bidders are obliged under this Code of Integrity to suo-moto proactively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
2) Any Bidder must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or the Ministry/ Department of DGCI&S from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.
3) Bidder is required to submit Annexure H: Confidentiality–cum–nondisclosure agreement & Annexure R: Integrity Pact Format in this regard as a part of the Bid submission process.

10.14.3 Misdemeanors

The following shall be considered misdemeanors - if a Bidder, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

1) Commits any of the following misdemeanors:
   a) Violates the code of Integrity mentioned in Clause 10.4.1 or the Integrity Pact: Annexure R;
   b) Any other misdemeanor, e.g., supply of sub-standard quality of material/ services/ work, non-performance or abandonment of contract, or violations of Bid/ performance Security conditions.
2) Commits any of the following misdemeanors:
   a) Has been convicted of an offence:
      i. Under the Prevention of Corruption Act, 1988; or
      ii. The Indian Penal Code or any other law is in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
      iii. It is determined by the Government of India to have doubtful loyalty to the country or national security considerations.
      iv. Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within one year (or any other period prescribed by the relevant authority) of his retirement, who has had business dealings with him in an official capacity before retirement.

175

10.14.4 Penalties for Misdemeanors

Without prejudice to and in addition to the rights of DGCI&S to other remedies as per the Tender-documents or the contract, If DGCI&S concludes that a (prospective) Bidder directly or through an agent has committed a misdemeanor in competing for the tender or in executing a contract, DGCI&S shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

1) if his Proposals are under consideration in any procurement

1) Forfeiture or encashment of Bid Security.
2) calling off any pre-contract negotiations and;
4) rejection and exclusion of Bidders from the Procurement Process

2) if a contract has already been awarded

1) Termination of Contract for Default and availing all remedies prescribed thereunder;
2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
3) Recovery of payments, including advance payments, if any, made by DGCI&S along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate);

3) Remedies in addition to the above:

In addition to the above penalties, DGCI&S shall be entitled, and it shall be lawful on his part, to:

1) File information against Bidder or any of its successors with the Competition Commission of India for further processing in case of anti-competitive practices;
2) Initiate proceedings in a court of law against Bidder or any of its successors under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
3) Remove the Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the removal period.
5) Initiate suitable disciplinary or criminal proceedings against any individual or staff found responsible.
6) Debar, a Bidder, from participation in future procurements without prejudice to DGCI&S's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred:
    a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Bidder or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in clause 10.14.3-1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.
    b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a Bidder or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in clause 10.14.3 - 2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

176

Section 11

Knowledge Transfer, General Obligations & Exit Management

11. Knowledge Transfer, General Obligations & Exit Management

11.1 Knowledge Transfer

11.1.1 Knowledge Transfer is an integral part of the scope of work of the successful bidder. This will have to be done even in case the Contract with selected bidder ends or is terminated before the planned timelines.

11.1.2 Bidder needs to mention the Exit Management Plan at the end of the contract duration. The transition period shall span a minimum of three months before the contract end date. The selected bidder shall ensure during the exit management the following:

   a) Handover the existing system and infrastructure to the DGCI&S in running condition.
   b) Have a minimum three (3) months overlap period of helping in running the operations with the new bidding service provider/agency after the end of contract period in case DGCI&S decides to go for new tender.

11.1.3 All current and updated data as is reasonably required for purposes of DGCI&S transitioning the services to its Replacement agency in a readily available format

11.1.4 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable DGCI&S or its replacement agency to carry out due diligence in order to ensure the transition of the provision of Services to DGCI&S or its nominated agencies, or its replacement agency (as the case may be).

11.1.5 Before the expiry of the exit management period, selected Bidder shall deliver to DGCI&S all new or up-dated materials from the categories set out in the Plan and shall not retain any copies thereof, except that Bidder shall be permitted to retain one copy of such materials for archival purposes only.

11.2 Exit Management General Terms & Conditions

11.2.1 Information Sharing and Collaboration

During the exit management period:

11.2.1 The selected Bidder will allow DGCI&S access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable DGCI&S to assess the existing services being delivered.

11.2.2 Promptly on reasonable request by DGCI&S, the selected Bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (provided by the selected bidder). DGCI&S shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data etc.

11.3 Information Confidentiality

Selected Bidder will promptly on the commencement of the Exit Management Period supply to DGCI&S the following:

11.3.1 Information relating to the current services rendered.

11.3.2 Documentation relating to the Project's Intellectual Property Rights.

11.3.3 All current and updated data as is reasonably required for purposes of DGCI&S transitioning the services to its Replacement agency, if DGCI&S intends to do so, in a readily available format.

11.3.4 All other information (including but not limited to source code, documents, records and agreements) relating to the services reasonably necessary to enable DGCI&S or its Replacement agency to carry out due diligence for transition the provision of the Services to DGCI&S or its nominated agencies, or its Replacement agency (as the case may be).

11.2.7 Before the expiry of the exit management period, selected Bidder shall deliver to DGCI&S all new or up-dated materials from the categories set out in the plan related to hardware and software and shall not retain any copies thereof, except that Bidder shall be permitted to retain one copy of such materials for archival purposes only.

11.2.8 Before the expiry of the Exit Management Period, unless otherwise provided, DGCI&S shall be delivered by the selected bidder all forms of confidential information, which is in the possession or control of the bidder.

11.4 Transfer of Specific Agreements

11.4.1 On request by DGCI&S, selected Bidder shall effect such assignments, transfers, licenses and sub-licenses as DGCI&S may require in favor of DGCI&S or in relation to any equipment, lease, maintenance or service provision agreement between Bidder and third party lessors, bidder, and which are related to the services and reasonably necessary for the carrying out of replacement services by DGCI&S. Bidder

shall provide the perpetual licenses for all involved components for goods & services related to this RFP and same shall be shared with DGCI&S.

11.5 General Obligations of Bidder

11.5.1 Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to DGCI&S and which the selected Bidder has in its possession or control at any time during the exit management period.

11.5.2 For the purposes of exit management schedule, anything in the possession or control of the Bidder or associated entity is deemed to be in the possession or control of the Bidder.

11.5.3 Bidder shall commit adequate resources to comply with its obligations under this Exit Management plan.

11.5.4 Bidder shall submit an undertaking for Knowledge Transfer and Exit Management as per format in **Annexure"V"**

11.6 Exit Management

Bidder shall prepare an Exit Management Plan for transfer of operations to DGCI&S and/or as may be advised by DGCI&S in the event of termination or expiry of the contract with DGCI&S, without affecting services to stakeholders adversely. The selected Bidder shall get this process approved by DGCI&S. The Plan shall include, but not be limited to, the following

11.6.1 Detailed Program of the Transfer Process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the Transfer Process or until the cessation of the services and of the management structure to be used during the transfer.

11.6.2 Plans for the communication with selected Bidder's staff, OEM's and any related third party as are necessary to avoid any material detrimental impact on DGCI&S's project operations as a result of undertaking the transfer.

11.6.3 Plans for provision of contingent support to DGCI&S and Replacement Agency for a reasonable period.

11.6.4 Successful Bidder shall draft the Exit Management Plan periodically thereafter to ensure that it is kept relevant and up to date.

11.6.5 Exit Management Plan shall be presented by the selected Bidder to DGCI&S and approved by DGCI&S.

11.6.6 During the Exit Management Period, selected Bidder shall use its best efforts to deliver the services.

11.6.7 The Exit Management plan shall be furnished in writing to DGCI&S within six (6 months) months from the date the bidder is declared as successful.

11.6.8 Upon completion of the contract period or upon termination of the agreement

for any reasons, the selected bidder shall comply with the following:

a) Notify to DGCI&S forthwith the particulars of all Project Assets.
b) Deliver forthwith actual or constructive possession of the Project free and clear
    of all encumbrances and execute such deeds, writings and documents as may

    be required by DGCI&S, for fully and effectively divesting the bidder of all of the

    rights, title and interest of the Bidder in the Project and conveying the Project.

11.6.9 Subject to clause 11.6.1 of Exit Management, upon completion of the contract period or upon termination of the agreement, selected Bidder shall comply and conform to the following Divestment Requirements in respect of the

project:

a) All project assets including the hardware (if applicable), software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the project is compliant with the specifications and standards set forth in the RFP, agreement and any other amendments made during the contract period.
b) The selected Bidder will deliver relevant records and reports pertaining to the project and its operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment date.
c) The selected Bidder executes such deeds of conveyance, documents and other writings as DGCI&S may reasonably require to convey, divest and assign all the rights, title and interest of the Bidder in the project free from all encumbrances absolutely and free of any charge or tax to DGCI&S, or its nominee.
d) The selected Bidder complies with all other requirements as may be prescribed under applicable laws to complete the divestment and assignment of all the rights, title and interest of the Bidder in the project free from all encumbrances absolutely and free of any charge or tax to DGCI&S.

11.6.10 Not earlier than three (3) months before the expiry of the contract period but not later than thirty (30) days before such expiry, or in the event of earlier termination of the contract, immediately upon but not later than fifteen (15) days from the date of issue of Termination Notice, the Independent Consultant/internal resource if nominated by DGCI&S shall verify, in the presence of a representative of the selected Bidder , compliance by the Bidder with the Divestment Requirements set forth in relation to the project and, if required, cause appropriate tests to be carried out at the Bidder 's cost for determining the compliance therewith. If either party finds any shortcomings in the Divestment Requirements, it shall notify the other of the same and the selected Bidder shall rectify the same at its cost.

11.6.11 Upon the selected Bidder conforming to all Divestment Requirements and handing over actual or constructive possession of the project to DGCI&S or a person nominated by DGCI&S in this regard, DGCI&S shall issue a certificate substantially in the form set forth, which will have the effect of constituting evidence of divestment of all rights, title and lien in the project by the Bidder service and their vesting in project pursuant hereto. DGCI&S shall not unreasonably withhold issue of such certificate. The divestment of all rights, title and lien in the project shall be deemed to be complete on the

date when all the Divestment Requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by DGCI&S or its nominee on or in respect of the project on the footing as if all Divestment Requirements have been complied with by the concessionaire.

11.6.12 Selected Bidder shall ensure transfer of all required software products and licenses utilized for the project implementation to DGCI&S.

11.6.13 At the end of the contract period or upon termination of contract, the selected Bidder is required to provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of DGCI&S.

11.6.14 Selected Bidder shall ensure that their Cloud Service Provider (CSP) shall support the DGCI&S in migration of the VMs, data, content and any other assets to the new environment created by the DGCI&S or any Agency (on behalf of the DGCI&S) on alternate cloud service provider's offerings to enable successful deployment and running of the DGCI&S's solution on the new infrastructure. Bidder and his CSP shall certify the VM, Content and data destruction to the DGCI&S as per stipulations and shall ensure that the data cannot be forensically recovered. Bidder along with their CSP shall have the responsibility to support and assist DGCI&S till it is able to successfully deploy and access the services from the new environment.

11.6.15 Selected Bidder shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of DGCI&S.

11.6.16 During the Exit/Transition management process, it is the responsibility of the selected Bidder to address and rectify the problems with respect to migration of the Department application and related IT infrastructure including installation/reinstallation of the system software etc.

11.6.17 The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with DGCI&S.

11.6.18 During the contract period, the selected Bidder shall ensure that all the documentation required by the DGCI&S for smooth transition including configuration documents are kept up to date and all such documentation is handed over to the department during the exit management Process .

Section 12

Indicative Architecture, Tentative BOM and Technical Specifications

12. Indicative Architecture, Tentative BOM and Technical Specifications

12.1 Indicative Architecture

The indicative DC architecture illustrated below comprises of On Premises and Cloud hosted servers where in case of On-premises, 10G backbone fiber connectivity is provided across the DGCI&S building which comprises of blade chassis, blade server, high end modular core switch, load balancer, server farm switch. All these are to be configured in failover mode at DC. Two ISP connections are to be configured in redundancy mode connected with cloud, in which few servers such as Dissemination DB Server, Export/Import DB Server, Service sector DB Server - which are accessed by the external users will be hosted on the cloud along with the directory server. The enterprise level SAN storage is to be configured with two redundant SAN switches. All floors of the building to be connected with either L3/ L2 switch with 10G connectivity towards core switch. Wireless access point is installed across the floor for redundancy of the network towards end users.

A 3-tier network architecture may be proposed by the Bidder. The end device would connect to the access switch or Wi-Fi Access Points. The distribution switch within redundancy mode would aggregate the traffic coming from the access switch and forwards it to the Core switch. The Core switch would be high performance and provide a high level of redundancy within the backplane of switch fabric. The core switch would be kept at Server Room. Each floor of the building connection would be terminated at distribution switch. End devices and Access Points would be connected to access Switches. As part of LAN backbone, a Structured Cabling System (SCS) is required to ensure efficient, secured and scalable physical wired connectivity.

The Bidder is required to do their own judgement for designing the system, the illustration is indicative.
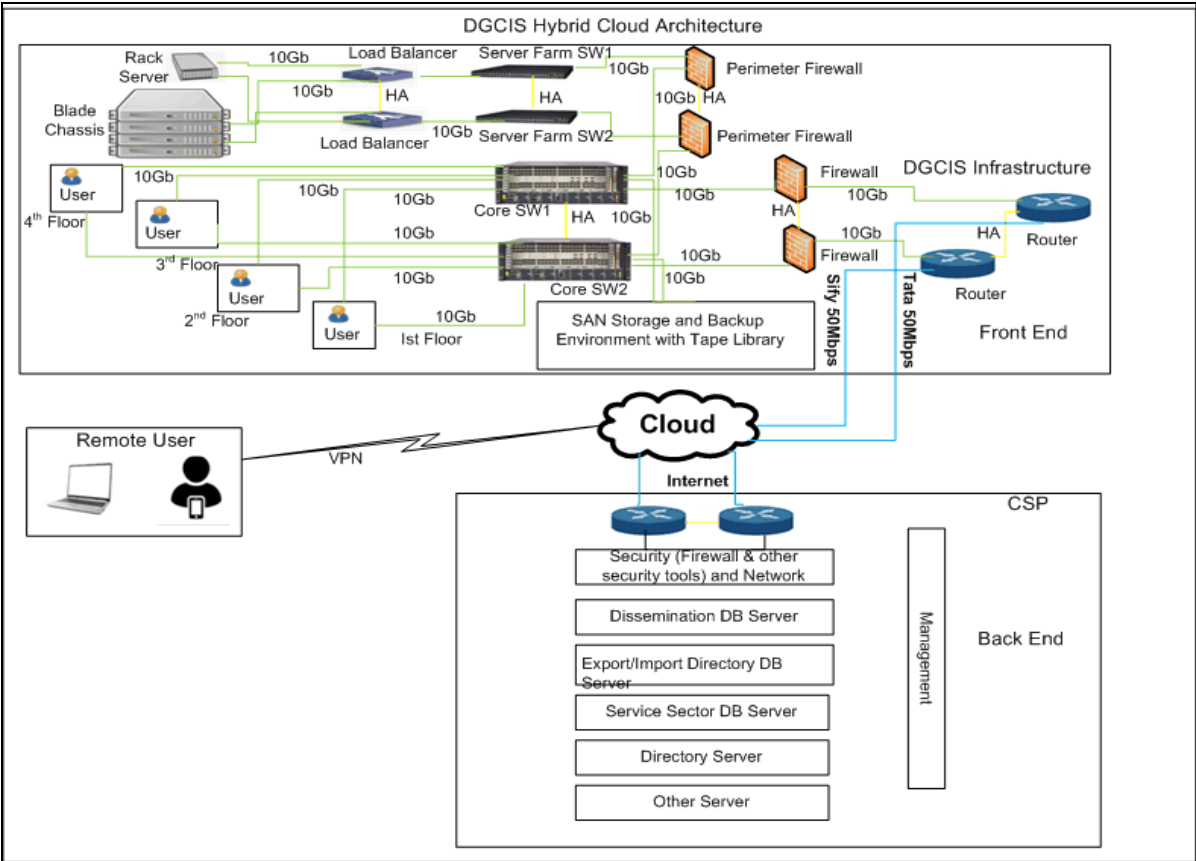
12.2 Tentative BOM

The tentative BOM is listed below, but bidders are expected to do a site study prior to bid submission, to discover the correct sizing and quantity for BOM preparation at their own expense. Bidder need to properly design their system and subsequent BOM. The networking accessories are not mentioned in Data Centre BOM, the bidder must factor in the networking accessories if required.

Bidder is required to do their own judgement for designing the system BOM and have to submit "Hardware Sizing Adequacy Letter" as per Annexure "U", the current BOM is tentative.

12.2.1   Data Centre

Sl. No	Components	Qty
	Hardware Description	
1	Blade Chassis	1
2	Blade Server	4
3	SAN Switch	2
4	SAN Storage	1

5	Router	2
6	42U Smart Rack	2
7	Server Farm SW (L3)	2
8	Core Switch	2
9	Tape Library	1
10	Firewall	2
11	30 KVA 3 Ph Online UPS	2

12.2.2   Campus Network

Sl. No	Components	Qty
	Hardware Description	
1	24 Port POE+ & non POE Access Switch	As per survey
2	24 Port Distribution Switch	As per survey
3	Wireless Controller	2
4	Wireless Access Point	As per survey
5	9 U Rack with PDU	As per survey
6	6 Core Single Mode Fiber	As per survey
7	CAT6A UTP	As per survey
8	SFP (10G+,1G), Pigtail, Patch Panel, LIU, Patch Cord etc networking accessories	As per survey
9	Electrical Accessories and Power Cables(for power distribution to Rack)	As per survey

12.3 Technical Specifications

Data Centre

Technical specifications listed below are basic requirements; bidders must match the specifications with the system designs they are proposing.

12.3.1 Blade Chassis

Sl No	Parameter	Minimum Technical Specification
1	Blade Chassis	Blade chassis shall be 19" Electronic Industries Alliance Standard Width rack mountable and provide appropriate rack mount kit. Should have provisioned to accommodate more than 10 blades in one chassis.

Sl No	Parameter	Minimum Technical Specification
2	Power	The power subsystem should support N + N power redundancy (where N is at least equal to 2) for a fully populated chassis with all servers configured with the highest CPU configuration, maximum memory, and I/O configuration possible & energy efficiency of a minimum of 90%
3	Cooling	Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for improved power consumption and acoustics
4	Chassis connectivity	The chassis should support redundant modules for connectivity - Ethernet and Fiber Channel/ InfiniBand modules OR converged fabric modules/ FCoE
5	Ethernet Module	Chassis should provide minimum of 8x10G Ethernet uplinks in redundant mode.
6	FC Module	Chassis should host min. 8x16Gbps FC Uplinks per redundant Internal/External Switch module to connect to LAN & SAN network.
7	Management	1. Redundancy and HA should be built in the management subsystem so that if one management module/solution fails other should be able to take over automatically. Centralized Redundant Management solution should be provided so that management of all blade servers across multiple chassis within Datacentre can be done from single console. If the management system runs as a virtual machine , then all hardware and software licenses to enable this should be included 2. Role Based Access Control and remote management capabilities including remote KVM should be included 3. Must support the ability to rollback firmware from current active versions to the previous version for the Server BIOS, Adapter firmware and boot code versions , individual server management chips from the same console. 4. Role Based Access Control so that the resources can be managed by respective resource administrator. Parent administrator still have control over resources under their respective child resources 5. Built in high availability for the management solution and software

Sl No	Parameter	Minimum Technical Specification
		6. Embedded management within the Blade infrastructure
		7. Movement of server identity from one slot to another in the event of server failure . The failover can be movement within a single chassis or across multiple chassis
		8. .Integrate with Directory Server(LDAP/AD Server)
		9. Should provide Single Pane of Glass view management for both Rack Servers and Blade Servers.
		10. Administration of Power management of Chassis such as set a maximum power that chassis can draw etc.
8	Converged Module	In lieu of above-mentioned Ethernet and FC module, Chassis can also be provision to have sufficient number of redundant 10gb based converged modules to provide a minimum of 20 Gbps per blade server and 10Gbps sustained per blade server (with 1 module failure)for a fully populated chassis for LAN & SAN Traffic. It should also provide minimum 40Gbps FCOE downlink bandwidth from each module /switch to each x86 server
9	Virtualization	Should support Virtualization

12.3.2 Blade Server

Sl No	Parameter	Minimum Technical Specification
1	Processor	Each blade shall have a minimum of two (2) latest high-performance Processors with minimum 2.1GHz & 8 cores per socket.MSI Should be go for minimum 10 blade configuration.
2	Storage	Server should be configured with 2 Nos of 1.2 TB SAS HDDs in Raid 1 .
3	Memory	The Blade Server should be configured with minimum 512 GB of DDR4 Memory from day one and expandable upto 1TB.
4	Network	The Blade server should support Converged Network Adapter , which aggregates both the Ethernet and FC connectivity on a single controller. The server should provide an aggregated Bandwidth of minimum 40 Gbps Ethernet & Fiber connectivity. The server should have redundant cards of NIC and HBA to provide no single point of Failure. In a virtualized environment, the virtualized adapter should support by passing the hypervisor. Should be able to support VM Direct Path I/O . Adapter and QoS policies can be set and defined for each of the vNICs or vHBAs created in the virtualized adapter.

Sl No	Parameter	Minimum Technical Specification
5	Operating System	Licensed version of 64-bit latest version of Linux/Microsoft® Windows. Should support Cloud and virtualization.
6	Management	The Management Software should be able to manage multiple Server nodes across more than one Blade chassis and virtual machines running on these nodes. The management software should participate in server provisioning, device discovery, inventory, configuration, diagnostics, monitoring, fault detection, auditing, and statistics collection. The Management software should provide policy-based Management using Service profiles and Templates. It should support remote KVM capability from an external keyboard, video monitor and mouse to all blades installed in the chassis through the redundant management controllers. Remote KVM should support up to 4 active sessions
7	Others	Should be hot pluggable

12.3.3 Server Farm Switch

Sl No	Parameter	Minimum Technical Specification
1	Ports	24 10G Ethernet ports (as per internal connection requirements) and at least 5 or more numbers of Uplink ports (40GE) . All ports can auto- negotiate between all allowable speeds, half-duplex, or full duplex and flow control for half-duplex ports.
2	Switch type	Layer 3
3	MAC	Support 16K MAC address
4	Backplane	Capable of providing wire-speed switching
5	Backplane Throughput	1000 Gbps or better
6	Port Features	Must support Port Mirroring, Port Trunking and 802.3ad. LACP Link Aggregation port trunks
7	Flow Control	Support IEEE 802.3x flow control for full- duplex mode ports.
8	Protocols	IPV4, IPV6, Support 802.1D, 802.1S, 802.1w, Rate limiting , Support 802.1X Security standards, Support 802.1Q VLAN encapsulation, IGMP v1, v2 and v3 snooping, 802.1p Priority, Queues, port mirroring, DHCP support, Support up to 1024 VLANs, Support IGMP Snooping and IGMP Querying , Support Multicasting, Should support Loop protection and Loop detection, Should support Ring protection (optional)
9	Access Control	Support port security, Support 802.1x (Port based), Network access control), Support for MAC filtering, Should support TACACS+, and RADIUS authentication
10	VLAN	Support 802.1Q Tagged VLAN and port based VLANs and Private VLAN
11	Traffic	Network Time Protocol or equivalent Simple, Network Time protocol support Switch should support traffic segmentation, Traffic classification

Sl No	Parameter	Minimum Technical Specification
		should be based on user-definable application types: TOS, DSCP, Port based, TCP/UDP port number
12	Management	Switch needs to have a console port for management via a console terminal or PC, Must have support SNMP v1, v2 and v3, Should support 4 groups of RMON, Should have accessibility using Telnet, SSH, Console access, easier software upgrade through network using TFTP etc. Configuration management through CLI, GUI based software utility and using web interface
13	Resiliency	Dual load sharing AC or DC power supplies, Redundant variable-speed fans
14	Others	The switches shall have a Mean Time Between Failure (MTBF) of at least 100,000 hours.

12.3.4 Core L3 Switch

Sl No	Parameter	Minimum Technical Specification
1	Ports	The switch should support 10G SFP+ and 40G QSFP based port line cards. The switch must be scalable to support minimum 4 no. of more spread across different line cards for future enhancement. Bidder to choose required ports as per their solution
2		Switch should have minimum of 24 x 10G SPF+ Ports . Switch should have provision of minimum of 24 x 10G BASE-T ports. Switch should have a minimum of 8 x 40G QSFP+ ports for future requirement.
3	Switch type	Layer 3 supporting 4K Multicast route. Also, should support minimum 50K ipv4. Route entries and 30K of IPv6 routes.
4	MAC	Support minimum 16K MAC address.
5	Backplane	Minimum 2 Tbps or more Switching fabric capacity (as per network configuration to meet performance requirements)
6	Port Features	Must support Port Mirroring, Port Trunking and 802.3ad LACP Link Aggregation port trunks
7	Flow Control	Support IEEE 802.3x flow control for fullduplex mode ports.

Sl No	Parameter	Minimum Technical Specification
8	Protocols	1. Support 802.1D, 802.1S, 802.1w, Rate limiting 2. Support 802.1Q VLAN encapsulation, IGMP v1, v2 and v3 snooping 802.1p Priority Queues, port mirroring, DiffServ 3.Support based on 802.1p priority bits with at least 8 queues & DHCP support . 4. Shaped Round Robin (SRR) or WRR scheduling support. 5.Support for Strict priority queuing & Sflow 6. Support for IPV6 ready features with dual stack 7. Support up-to 255 VLANs and up-to 4K VLAN IDs
9	Access Control	Support port security Support 802.1x (Port based network access control). 1. Support for MAC filtering. 2. Should support TACACS+ and RADIUS authentication
10	VLAN	Support 802.1Q Tagged VLAN and port based VLANs and Private VLAN
11	Traffic	1. Network Time Protocol or equivalent 2. Simple Network Time Protocol support 3. Switch should support traffic segmentation Traffic 4. classification should be based on user definable application types: TOS, DSCP, Port based, TCP/UDP port number
12	Management	1. Switch needs to have RS- 232/ USB/ RJ45 console port for management via a console terminal or PC 2. Must have support SNMP v1,v2 and v3 3. Should support 4 groups of RMON 4. Should have accessibility using Telnet, SSH, Console access, easier software upgrade through network using TFTP etc. 5. Configuration management through CLI, GUI based software utility and using web interface
13	Power Supply	Dual Redundant Power Supply

12.3.5 Internet Router

Sl No	Parameter	Minimum Technical Specification
1	Speed	The router should have an aggregate throughput of at least 5 Gbps and expandable up-to 10 Gbps for future expansion
2	Powe Supply	The router should have redundant power supply from day one
3	Protocol	Router should support protocols like RIP, OSPF, BGP, VRRP/HSRP, etc. from day one

Sl No	Parameter	Minimum Technical Specification
4	Interface	Router should have at least 4*1G and 2*10G dual mode copper/SFP based interfaces

12.3.6 Firewall with Virtualization

Sl No	Parameter	Minimum Technical Specification
1	Hardware	The Firewall should be Hardware based, Reliable, purpose-built security appliance with hardened operating
2	Network	Firewall appliance should have at least 16x 1GE RJ45 & 8 x 1GE SFP+ SR interfaces and should support at least 4 x 10G interfaces
3		Firewall should support minimum 80 Gbps Throughput in both IPv4 and IPv6.
4		Firewall should support minimum 40 Gbps of VPN throughput.
5	Feature	Firewall should support minimum 2000 site-to-site & 10000 client to site VPN Tunnels.
6		Firewall should support minimum 10,000 concurrent SSL VPN users and should be scalable in future.
7		Firewall should support minimum 500,000 new sessions per second.
8		The Firewall solution should support NAT64, DNS64 & DHCPv6
9		The Firewall, IPSEC and SSL VPN module shall belong to product family which minimally attain Internet Computer Security Association (ICSA) Certification/ NDPP.
10		The device shall utilize inbuilt hardware VPN acceleration for IPSEC (DES, 3DES, AES) encryption/decryption & SSL encryption/decryption
11		High Availability Configurations should support Active/Active or Active/ Passive
12		The device shall support stateful session maintenance in the event of a fail-over to a standby unit
13		The proposed system shall have built-in high availability (HA) features without extra cost/license or hardware component
14		The application signatures shall be manual or automatically updated
15		The proposed system shall have the ability to detect, log and take action against network traffic based on over 4000 application signatures

Sl No	Parameter	Minimum Technical Specification
16		Should have at least 24 TB of Hard Drive Capacity for logging and reporting and 25Gb/Day logs, please quote additional appliance if necessary.
17		Real-time display of information allows to follow real-time trends in network usage such as the source IP address and the destination IP, user details etc.

12.3.7 SAN Switch

Sl No	Parameter	Minimum Technical Specification
1	Switch feature	The fiber channel switch must be rack mountable. Thereafter, all reference to the 'switch' shall pertain to the 'fiber channel switch'
2	Port	The switch to be configured with minimum of 24 ports 16 Gbps FC configuration backward compatible to 4/8
3	Connectivity	All 24 x FC ports for device connectivity should be 4/8/16 Gbps auto sensing Fiber Channel ports.
4	Power Supply	The switch must have hot-swappable redundant power supply & fan module without resetting the switch or affecting the operations of the switch.
5	Software Upgrade	The switch must be able to support non-disruptive software upgrade
6	Stateful feature	The switch must be able to support stateful process restart
7	Zoning	The switch must be capable of creating multiple hardware-based isolated Virtual Fabric (ANSI T11) instances. Each Virtual Fabric instance within the switch should be capable of being zoned like a typical SAN and maintains its own fabric services, zoning database, Name Servers and FSPF processes etc. for added scalability and resilience.
8	Fabric Instance	The switch must support up to 30 Virtual Fabric Instances.
9	Routing Feature	The switch must be capable of supporting hardware-based routing between Virtual Fabric instances.
10	Restart	The switch must support graceful process restart and shutdown of a Virtual Fabric instance without impacting the operations of other Virtual Fabric instances.
11	Supported SFP	The switch shall support hot-swappable Small Form Factor Pluggable (SFP) LC typed transceivers.
12	Security	The switch must support hardware ACL-based Port Security, Virtual SANs (VSANs), and Port Zoning.
13	Management	The switch must support Smart Zoning such that the entries in the TCAM is significantly reduced and therefore increasing the overall scalability of the SAN Fabric.
14		The switch must support Power On Auto Provisioning (POAP) and Quick Configuration Wizard for simplified operations.
15		Inter-switch links must support the transport of multiple Virtual Fabrics between switches, whilst preserving the security between Virtual Fabrics.

Sl No	Parameter	Minimum Technical Specification
16		The switch must support routing between Virtual Fabric instance in hardware.
17		The switch shall support FC-SP for host-to-switch and switch-to-switch authentication.
18		The switch must be able to load balance traffic through an aggregated link with Source ID and Destination ID. The support for load balancing utilizing the Exchange ID must also be supported.
19		The switch must be equipped with congestion control mechanisms such that it is able to throttle back traffic away from a congested link.
20		The switch must be capable of discovering neighbouring switches and identify the neighbouring Fiber Channel or Ethernet switches.
21	IPv6	The switch should support IPv6. It should support native switch based RESTful APIs
22	Redundancy	Bidder must provide at least 2 of these switches which are configured in failover mode
23		The interface requirement mentioned here is the minimum. If the solution requires a greater number of interfaces (considering 100% redundancy) then the same should be quoted by the bidder

12.3.8 SAN Storage

Sl No	Parameter	Minimum Technical Specification
1	Solution/ Type	IP Based/iSCSI/FC/NFS/ CIFS
2	Storage	Storage Capacity should be as per Overall Solution Requirement (usable, after configuring in offered RAID configuration) RAID solution offered must protect against double disc failure. Disks should be preferably minimum of 1.2 TB capacity for SAS and 3 TB for SATA (combination as per performance and SLA requirements of overall solution) To store all types of data (Data, Images etc.) Proposed Storage System should be scalable (vertically/horizontally)
3	Hardware Platform	Rack mounted form- factor Modular design to support controllers and disk drives expansion
4	Controllers	At least 2 Controllers in active/active mode. The controllers / Storage nodes should be upgradable seamlessly, without any disruptions / downtime to production workflow for performance, capacity enhancement and software / firmware upgrades.
5	RAID support	Should support various RAID Levels
6	Cache	Minimum 64 GB of useable cache across all controllers. If cache is provided in additional hardware for the storage solution, then cache must be over and above 64 GB.

Sl No	Parameter	Minimum Technical Specification
7	Redundancy and High Availability	The Storage System should be able to protect the data against single point of failure with respect to hard disks, connectivity interfaces, fans, and power supplies
8	Management Software	All the necessary software (GUI Based) to configure and manage the storage space, RAID configuration, logical drives allocation, snapshots etc. are to be provided for the entire system proposed. Licenses for the storage management software should Include disc capacity/ count of the complete solution and any additional disks to be plugged in in the future, upto max capacity of the existing controller/units. A single command console for entire storage system. Should also include storage performance monitoring and management software Should provide the functionality of proactive monitoring of Disk drive and Storage system for all possible disk failures Should be able to take "snapshots" of the stored data to another logical drive for backup purposes
9	Storage Replication	Support storage-based replication
10	Data Protection	The storage array must have complete cache protection mechanism either by de-staging data to disk or providing complete cache data protection with battery backup for up to 4 hours
11	Useable Space	Should available 100TB useable space after configuration.

12.3.9 Tape Library

Sl No	Minimum Technical Specification
1	Shall support Native data capacity of 100TB (uncompressed) expandable to 200TB (compressed).
2	Shall be offered with Minimum of four latest LTO FC tape drive. Drive shall support encryption
3	Shall be offered with minimum of 48 Cartridge slots and scalable to minimum 100 Cartridge
4	Tape Library shall provide 8/16 Gbps native FC connectivity to SAN switches
5	Library shall be able to back up the encrypted keys in a redundant fashion
6	Tape Library shall provide web based remote management
7	The library should have cartridge I/O slots for secure & easy off-site backup storage

Sl No	Minimum Technical Specification
8	1.Tape Library shall have GUI Panel 2. Shall be rack mountable. 3. Shall have option for redundant power supply
9	Should support industry leading backup software
10	20 LTO6 barcode labelled cartridges & 2 cleaning cartridges from the tape library OEM to be provided

12.3.10 Enterprise Management System (EMS)

Sl No	Minimum Technical Specification
1	It must be a centralized monitoring solution for all IT assets (including servers, network equipment etc.)
2	The solution must have integrated dashboard providing view of non-performing components / issues with related to service on any active components.
3	The solution must follow governance, compliance, and content validations to improve standardization of service level contracts
4	The solution should be pre-configured so as to allow the users to generate timely reports on the SLAs on various parameters.
5	The solution must support Service Level Agreements & Lifecycle Management including Version Control, Status Control, Effectively and audit Trail to ensure accountability for the project
6	The solution must have the ability to define and calculate key performance indicators from an End-to-End Business Service delivery perspective related to Project.
7	The solution should support requirements of the auditors requiring technical audit of the whole system.
8	The solution most have an integrated dashboard, view of Contract Parties & current SLA delivery levels and view of Services & current SLA performance.
9	The solution should support SLA alerts escalation process
10	The solution should accept Data from a variety of formats; provide pre-configured connectors and adapters.
11	Support for defining and calculating service credit and penalty based on clauses in SLAs.

Sl No	Minimum Technical Specification
12	Reports (Indicative but not limited to) 1.Ability to generate reports on penalty and credit due, to check on non-compliance of SLAs for the surveillance project 2.Monetary penalties to be levied for non-compliance of SLA, thus the system must provide Service Level Performance Report over time, contract, service and more. 3. Historical and concurrent service level reports in order to ensure accountability of the service provider's performance 4. Automatic Report creation, execution, and Scheduling must support variety of export formats including Spreadsheet, Word/Docs, Adobe PDF etc. 5. Templates for report generation, Report Filtering and Consolidation and Context sensitive Drill-down on specific report data to drive standardization and governance of the surveillance project 6. Drill-down capabilities in dashboard reports ensuring visibility for only relevant personnel of the surveillance project 7. Real-time reports (like at-a-glance status) as well as historical analysis reports (like Trend, TopN, Capacity planning reports etc.) — Resource utilization exceeding or below customer defined limits — Resource utilization exceeding or below predefined threshold limits

12.3.11 Network Management System (NMS)

Sl No	Minimum Technical Specification
1	The proposed solution must automatically discover manageable elements connected to the infrastructure and map the connectivity between them. Solutions should provide centralized monitoring console displaying network topology map.
2	The system should provide discovery of heterogeneous physical network devices like Layer-2 & Layer-3 switches, Routers and other IP devices and do mapping of LAN & WAN connectivity.
3	The Solution should provide capability to monitor any device based on various versions of SNMP/IP.
4	The Solution should monitor bandwidth utilization.
5	The Solution must be capable of monitoring the availability, health, and performance of core networking devices including but not limited to CPU, memory, temperature
6	The Solution should have the ability to issues pings to check on availability of ports, devices.
7	The Ping Monitoring should also support collection of packet loss, packet QOS, packet errors Latency and Jitters during ping checks.
8	The Solution should automatically collect and store historical data so users can view and understand network performance trends.
9	The solution should be capable of monitoring network delay and delay variation

Sl No	Minimum Technical Specification
10	The solution should provide the ability to visually represent LAN/WAN links with displays of related real-time performance data including utilizations.
11	Proposed solution should provide customizable reporting interface to create custom reports for collected data
12	The system must use advanced root-cause analysis techniques and policy-based condition correlation technology (at network level) for comprehensive analysis of infrastructure faults.
13	The system should be able to clearly identify configuration changes and administrators should receive an alert in such cases.
14	The solution should support multicast protocols too if the overall project solution offered includes multicast.
15	The system shall support monitoring of Syslog or equivalent.
16	The solution should provide capability to add an IP device or IP Range or IP subnet with functionality supporting multiple SNMP strings.
17	Proposed solution shall integrate with SLA & Contract Management system in order to supply KPI metrics like availability, utilization, and performance in order to measure central SLA's and calculate penalties.

12.3.12 Server Performance Monitoring

Sl No	Minimum Technical Specification
1	The proposed tool should integrate with network performance management system and support operating system monitoring for various platforms supplied as part of this Project
2	Proposed solution shall integrate with SLA & Contract Management system in order to supply KPI metrics like availability, utilization, and performance in order to measure central SLA's and calculate penalties.
3	The proposed tool must provide information about availability and performance for target server nodes.
4	The proposed tool should be able to monitor various operating system parameters such as processors, memory, files, processes, file systems, etc. where applicable.
5	If the offered server/computing solution includes virtualization, then the server performance monitoring solution must include virtualization monitoring capabilities.
6	Able to support VM host utilization and performance

12.3.13 SIEM

Sl No	Specifications
1	The Proposed solution can be in either appliance or software platforms. In case of Software platform, should factor hardware, OS, Database and storage any other license to support the SIEM solution including scalability with no additional cost to be borne by the customer.

196

2	The SIEM platform should be a Hardened Operating System Based solution with a clear physical separation of the collection engine, the logging engine and the co-relation engine. The solution should have a scalable architecture, catering multi-tier support and distributed deployments.
3	The solution should support both agent based and agent less architecture to collect the security logs across various resources and assets
4	The SIEM Correlation solution should be able to handle a minimum of 20,000 Sustained EPS and scalable to 30,000 without replacing existing hardware.
5	For assets not natively supported, the SIEM solution should provide the collection of events through customization of connectors or similar integration; Must support event collection using at least the following industry standards: syslog, OPSEC, WMI, ODBC, FTP, SCP, HTTP, text file, CSV and XML file.
6	The SIEM receiver appliance or log collection appliance must store the data locally if communication with centralized correlators is unavailable.
7	The SIEM Solution should provide the capacity to maintain the Normalized logs online for six months.
8	Solution should be capable of retrieving the archived logs for analysis, correlation and reporting and for forensic purposes.
9	Receiver appliance should have the capability to collect flows.
10	Receiver appliances / Log collector should be able to work in high availability without the need for any third party solution for High Availability.
11	The proposed SIEM solution should integrate bi-directionally with the proposed network ips solution such that the proposed SIEM solution should be able to change policies through integration on the proposed network IPS such as in case there is a virus outbreak, SIEM solution should be able to lock down a system by changing the policy on IPS solution.
12	Solution should have capability to audit any tampering of log collection in the SIEM solution.
13	The proposed solution should provide a minimum log compression of 12:1 for ensuring log compression to reduce overall log storage space for the raw log format.
14	The SIEM solution should provide Native support for Incident Management Work Flow.
15	The solution should provide pre-defined report templates. The reports should also provide at least the following reports out of the box or customized for: ISO 27001-2, Basel II. Etc.
16	The solution should have inbuilt report for the NIPS, HIPS, End Point Security solution, etc including Attack Summary, Attacks over Time, Normalized Dashboard etc.
17	The solution should have inbuilt report for the Database security solution including DAM Privileged User Summary, DAM Event Details, DAM Failed Login Details, DAM User Account Change Summary
18	The SIEM solution should provide content aware correlation both rule based and rule less correlation against data collected from multiple devices across the network.
19	The SIEM Solution should provide real time threat intelligence from Own or other third party trusted feed vendors.
20	The solution should have pre-defined correlation rules out of the box, so as to provide correlation on the fly.

21	The solution should have pre-defined content packs which contain use-case driven correlation rules, alarms, views, reports, variables, and watchlists to address specific threat activity.
22	The filtering options should support Boolean operations including "OR, "NOT" and "AND" logic operations.
23	The SIEM solution must support the ability of integrating with at least one intelligence system with information from global risks and use the information collected in this system in the correlation of events.
24	The SIEM solution should provide a formula of threat which should be customized to allow increasing or decreasing the level of risk with at least the following types of correlation: A. Geo Location Based correlation B. Historical Based Correlation C. Vulnerability Based Correlation
25	The activities should be separated by levels of risk for the company. For example, Risk very high, high, medium, low and very low.
26	BSEB should be able to contact the OEM support directly via web and phone. The support should be based out of India.
27	The solution should be proposed with Premium Support with single point of contact directly from OEM for all post-sales issues. The same should be certified by OEM with relevant documents. OEM should provide quarterly health review of the solution.

12.3.14 Centralized Helpdesk

Sl No	Minimum Technical Specification
1	Helpdesk system should provide incident management, problem management templates along with helpdesk SLA system for tracking SLA's pertaining to incident resolution time for priority / non-priority incidents.
2	System should also automatically create tickets based on alarm type.
3	The proposed helpdesk solution must provide flexibility of logging, viewing, updating, and closing incident via web interface for issues related to the project.
4	The proposed helpdesk solution must have a built-in workflow engine to define escalations or tasks to be carried out after issues or change order are logged pertaining to surveillance project.
5	Centralized Helpdesk System should have integration with Network and Server Monitoring Systems so that the Helpdesk Operators can associate alarms with Service Desk tickets to help operators that for what particular alarms corresponding helpdesk tickets got logged.
6	IT Asset database should be built and managed by the bidder, in order to carry out the scope of work items.
7	Network admin should be able to manually create tickets through Fault Management GUI.
8	System should provide a link to directly launch a Service Desk view of a particular ticket created by alarm.

12.3.15 IT Smart Rack 42U

SL No	Technical Specifications

1	**In-Row closed loop Air-Conditioning**
1.1	Data center server and network racks should be equipped with In-row Variable / digital scroll cooling units to provide closed loop precision cooling system which should be able to cool the equipment's uniformly right from 1st U to 42nd U of Rack
1.2	Precision Air Cooling should be of 30kW capacity N+N topology.
	Precision Air Conditioner should have following Features: a) Cooling System should be DX (Variable) type in N+N Topology b) Inbuilt Heater and Humidifier to cater IT load up to 30kVA c) Outdoor Unit
2	**UPS System**
	UPS should be of 2 X 30 kVA **with battery backup of 30 minutes** in N+ N topology, rack mountable with pf up to 0.9 and efficiency at least 92-94%. Other features of UPS system are as follows: a) True On-line UPS with Widest input range (228V-478V) b) Double conversion and IGBT technology : Full IGBT Rectifier /Battery Charger and IGBT based Inverter c) Facility for remote monitoring d) N+N redundancy should be provided.
3	**Power Distribution**
	Standard Rack metered IP PDU (Vertical) - with 16 sockets (12 IEC C13 & 4 IEC C19)-02 Nos. for each Rack with 2.5 mtr. power chord (each rack should have two PDU's).
4	**Main Electrical Panel and Cabling**
	DB panel should be mounted on to utility rack only with all internal cabling integrated into the same. Essential MCB/MCCB should be provided with electrical system. The panel must have protection against fire hazards and should have fire detection and NOVEC 1230 Gas based suppression system.
5	**Fire Detection and Suppression**
	Fire detection and suppression system : Fire detection and suppression system should be mounted in panel adjacent to Smart Racks to avoid consumption of any usable U space an In-rack built-in feature of solution. It should have Fire alarm and fire suppression unit and the fire suppression agent should be NOVEC 1230 Gas as per NFPA 2001 guidelines
6	Blanking Panel: 30%
7	**Environmental Controls**

		Each set of intelligent rack should include basic environmental controls: a) Smoke Detector b) Water Leak Detection system c) Temperature/ Humidity Sensor d) Door Sensor e) Alarm beacon
8	**U Space**	
		Intelligent racks should have Min 150 U(total) space available for IT equipment's and network equipment & with UPS inside the racks and battery externally placed
9	**Racks**	
		Insulated 42 U racks, 04 numbers.
10	**Other features:**	
10.1		The Intelligent integrated infrastructure would provide much functionality and some of the key functionalities are - Integrated UPS, Cold aisle & hot aisle contained, Integrated Fire system, insulation, remote Management system from single OEM for seamless integration and better after sales support.
10.2		Intelligent integrated infrastructure would have provision to add an extra rack in future. It should be flexible, adaptable, controllable infrastructure.
10.3		Biometric access control system provided should be controlled by access control panel
10	*Monitoring -*	
10.1		monitoring system with Sensors & notification system should be implemented. The system shall continuously collect critical information from network connected devices such as UPS system, Cooling Units , temperature & humidity sensors, Door sensors, Water Leak sensor and other dry contact monitoring. Beacon & Buzzer-Sound and Flash Led Alarm. Based on pre-set parameters, automated email alerts are sent to the intended recipients
10.2		Intelligent Rack environment remote monitoring: Intelligent racks should have IP based monitoring facility of all the passive parameters inside racks. All racks will be monitored with single window console
10.3		Capable for Email Alerts
10.4		System required for monitoring all parameter – Temp, Humidity, Door access, Smoke, WLD, UPS, Rack power on single window.
10.5		Modbus 485 Communications
10.6		SNMP Communication
10.7		Single window for monitoring all sensors
10.8		Temperature & Humidity Sensor
10.9		Data and logs of historical information of alarms and notification
10.10		Door opening sensor
10.11		Water leak detection sensor
10.12		Smoke detection sensor

12.3.16 Backup Software

Sl No	Minimum Technical Specification
1	The proposed Backup Solution should be available on various OS platforms such as Windows, Linux etc. and be capable of supporting SAN based backup / restore from various platforms including Linux, Windows etc.
2	The solution should offer centralized, web-based administration with a single view of all back up servers
3	The backup solution should allow creating tape clone facility after the backup process.
4	Scheduled unattended backup using policy-based management for all Server and OS platforms
5	The proposed Backup Solution has in-built frequency and calendar-based scheduling system.
6	The software should support on-line backup and restore of applications and Databases
7	The software should be capable of having multiple back-up sessions simultaneously
8	The proposed backup solution should be capable of taking back up of SAN environment as well as LAN based backup.
9	The backup software should support different types of backup such as Full back up, Incremental back up, Differential back up, Selective back up, Point in Time back up and Progressive Incremental back up and snapshots
10	The backup software should support different types of user interface such as GUI, Web based interface
11	The proposed Backup Solution has in-built media management and supports cross platform Device & Media sharing in SAN environment
12	Backup Software is able to rebuild the Backup Database/Catalogue from tapes in the event of catalogue loss/corruption.
13	The proposed Backup Solution has online backup solution for different type of Databases such as Oracle, MS SQL, MySQL, and PostgreSQL etc. on various platform such as Linux, windows etc.
14	Backup Solution shall be able to copy data across firewall.
15	The backup software must also be capable of reorganizing the data onto tapes within the library by migrating data from one set of tapes into another, so that the space available is utilized to the maximum. The software must be capable of setting this utilization threshold for tapes
16	The backup software should be able to support versioning and should be applicable to individual backed up objects.

12.3.17 Identity Access Management (IAM) Software

S.No	Minimum Technical Specification
1	Solution should provide the ability to make real-time course-grained authorization decisions such as a whether to grant access to an application
2	Solution should allow access and authorization permission criteria to be linked to role definitions rather than to individual user accounts so that these decisions are driven by a user's membership of a role

S.No	Minimum Technical Specification
3	Solution should respond to requests from applications for authorization decisions, based on user role membership and other user properties
4	Solution should respond to requests from applications for authorization decisions, based on user role membership and other user properties
5	Solution should be sized for 200 Users
6	Solution should support the implementation of Role Based Access Controls (RBAC) for controlling access to functions within an application
7	Solution should support separation of duties
8	Solution should detect orphaned accounts (accounts that have no associated record in a specified authoritative data source) and perform an action such as "suspend" or "notify"
9	Solution should detect unauthorized changes to a user account and send a notification and roll back the changes
10	Solution should provide the ability to a user who has forgotten his/her login ID to trigger an automated resending of it to the email address associated with their user account
11	Solution should provide the ability for a user to self-reset their password
12	Solution should enforce password policies during user self-service password resets
13	Solution should be triggered to synchronize data in the solution identity data repository by an event in another authoritative data source.
14	Solution should automatically discover data in the other identity data sources, (e.g., detect new user accounts in back-end applications and retrieve their associated attributes)
15	Solution should generate a unique user ID – a unique and permanent identifier to unambiguously identify every user in the solution identity data repository
16	Solution should be capable of identifying individuals who have more than one user account in the solution identity data repository, and merging these accounts into one
17	Solution should perform audit and logging capabilities
18	Solution should provide operational and user activity reports provided out of the box
19	Solution should allow for the automatic archival of audit logs after a given period of time
20	Solution should provide a workflow system to accept change requests from users directly, request and track authorization, and provision access once requests are submitted and approved.
21	Solution should allow users can reset or change forgotten passwords and access or unlock locked accounts
22	Solution should enforce password strength using password policy
23	Solution should support SMS support which allows one-time tokens via text message for user verification, activation and new passwords.
24	The system shall provide comprehensive reporting such as —who has access to what, —who approved what, —orphaned accounts found and these reports should be available online or can be exported for distribution.
25	Proposed solution should be on-premises and cloud supported and should be capable of supporting 100% user capacity at any given point of time.
26	Solution should include Single Sign-on Functionality
27	Solution should support federation protocols: SAML, ADFS, Oauth, OpenID Connect

S.No	Minimum Technical Specification
28	Solution should provide risk-based access control, authentication and authorization of users based on different attributes
29	Solution should have its own user store or should leverage existing directories such as Active Directory or LDAP directories.
30	Solution should provide strong authentication and multi-factor authentication to web and federated applications
31	Solution should maintain logs for user access without exposing passwords
32	Solution should also provide thick client SSO capability for client server-based application architecture
33	Solution should have multiple configurable methods, like biometric, SMS OTP, etc. that can be used for different applications based on the risk evaluation of those access.
34	The solution shall provide out-of-the-box integration to the following directories for authentication. a. Active Directory, b. LDAP Directory c. RADIUS Server
35	The solution shall support strong (two-factor) authentication technologies at least with the following: a. Smart Card b. Dynamic/One Time Password c. Biometric devices d. Two-Factor Token e. Digital Certificates
36	The solution shall support integration to various security repositories (e.g., Active Directory, LDAP, Database, etc.) to achieve Single Sign-On.
37	The solution should protect home-grown and/or third-party applications.
38	Proposed solution should be on-premises.
39	The solution should be browser independent and there shouldn't be any browser dependency to manage and record the sessions.
40	The proposed solution should support integration with enterprise infrastructure including strong authentication such as 2-factor & Radius
41	The proposed solution should provide secure remote access to sensitive servers such as Windows servers, Unix/Linux, Web Applications without having to expose credentials to end-users
42	The proposed solution should support logs forwarding to SIEM tool
43	All the solution components should be from single OEM only for tight integration.
44	The solution should support high availability (load balancing and DC-DR) and should not have a single point of failure without any additional costs.
45	The Proposed solution should have feature to map application clients with Remote Desktop (RDP) applications and once admin access RDP application then can see only related applications.

S.No	Minimum Technical Specification
46	Solution should be able to invoke second level of authentication while accessing critical resources.
47	The Multi Factor Authentication solution shall support authentication mechanism like Hardware USB Token, Hardware Token, Mobile Token, email Token & SMS Token.
	Mobile Token of Multi Factor Authentication solution shall have following features:
	Token shall generate password dynamically within every 60 seconds or less.
	Token Application that generates the password shall be PIN protected.
	Token shall have six-digit numerical passwords.
	Token shall be available as a software form factor. Mobile token can be installed on Windows mobiles, iOS, Android, Blackberry etc.
	Every token shall have unique identity & shall be unique to user.
48	Token shall be time synced with authentication server.
49	Support Android, IOS, Windows mobile, windows 10 for soft token implementation
50	Solution should support duress authentication
51	The Multi Factor Authentication solution shall support following authentication mechanisms: Time based one-time password (TOTP) soft token, SMS, Email, Fingerprint, FaceID, PKI, voice OTP
52	Solution should be able to enrol all ten fingers for biometric authentication.
53	The Multi Factor Authentication solution shall support authentication mechanisms OAUTH, SAML & OpenID Connect
54	Solution should not have any restriction on number of users accessing PAM portal.

12.3.18 Database(DBMS)

The proposed database should be an enterprise grade opensource relational database and should follow the open standards. Additionally, as per the requirements, the bidder must submit and attach the tender specific MAF to the procurer. The proposed database should comply at least with the following criteria:

Sl. No	Minimum requirements
1.	The database should be compatible with Oracle database and must support seamless and effortless migration of data / scripts / queries / Stored procedures etc. from Oracle with no additional cost.
2.	Databases shall support multi-hardware platform and It should be based on open standards and should offer latest version which is commercially available.
3.	The RDBMS should be available and function in Linux/Unix/Windows environment with 64-bit support and Fully SQL compliant
4.	Enterprise manager tool, which has the capability of scheduling jobs, live Monitoring of multiple target database servers, database administration tools, multiple environment health check reporting simultaneously, must be there with the product subscription / licensing cost
5.	Data replication tool must be a part of subscription / license without any separate cost
6.	Database should support Unicode with Indian Language support
7.	Database shall have built-in backup and recovery tool, which can support the online backup.
8.	Database should support of seamless data transformation from on premise to public cloud and from public cloud to on premise.

9.	Database should provide database clustering support for high availability
10.	Database shall have built-in DR solution to replicate the changes happening in the database across DR site with an option to run real time or near real-time reports from the DR site.
11.	Database should have mechanism to recover from a disaster with no loss of data
12.	Database shall be having built-in provision to Administer database / database clusters, Monitor performance, Maintain database, Backup and recovery, Recovery management, Disaster recovery management.
13.	Must have all bundled tools and 24*7 online production support. The database technology and the relevant support documents should be properly documented online
14.	The OEM should have the Migration assessment and database migration tool and should provide the access to these tools
15.	The implementation to be done with the active support of the OEM Professional Team.
16.	The Database should be compatible to run on important/ popular versions of 32/64 bit (x86-64) OS vizRedHat, Suse, Ubuntu, CentOS, Oracle Linux, Windows, UNIX, OS/2 etc
17.	Supplied license – Enterprise Production support (Perpetual License desirable).

Campus IT Network

12.3.19 Wireless LAN Controller

S.No	Minimum Technical Specification
1	Controller should have Centralized Wireless AP management for above mention access point.
2	Controller should be capable of managing up to 200 Access Points (APs) without licensing charges
3	Should support Wireless LAN Management Features like AP grouping, Multi-tenancy, Visualized topology, NAT pass-through, AP discovery (layer 2 and layer 3), and Report system.
4	Should have Diverse authentication options like Captive Portal, RADIUS Server, POP3, LDAP, Local and AD.
5	Should have Built-in support for voucher-based authentication for Guest user / Hotspot.
6	Should support Rate limiting and bandwidth control for guest and hotspot portal
7	Controller should support Auto Channel, Output Power Control, Selfhealing around failed Aps in RF Management and Control.
8	Should support 8 Multiple SSIDs per Radio.
9	Should support Band steering, L2 roaming, Bandwidth optimization and Airtime fairness
10	Controller should have Web-based user interface (HTTPS) for easy management.
11	Should support Scheduling in Firmware update and Configuration update.

12.3.20 Access Switch(24 port POE+)

S.No	Minimum Technical Specification
1	Switch Should Support 24 10/100/1000BASE-T PoE, 4 10GbE SFP+ ports and RJ-45 console port. All Gigabit Ethernet ports support IEC 61000-4-5 surge protection (6KV)
2	switch should support Operating Temperature -5 to 50 °C (23 to 122 °F)
3	Switch Should Support Min. 56 Gbps Switching Capacity and Maximum 64 Byte Packet Forwarding Rate is 41.7 MPPS, 16K MAC address table.
4	The Switch shall have the intelligence to detect the loop occurring from the unmanaged network segment. Dying Gasp for quick trouble shooting during power failures or system shut downs
5	Switch Should Support IEEE 802.3af & at compliance (for PoE ports) and 193W Power Budget.
6	Switch Should Support IGMP Snooping v1, v2 and MLD snooping v1/v2
7	Switch shall support IEEE 802.1AB Link Layer Discovery Protocol (LLDP) & LLDP-MED.
8	Switch Should Support IEEE 802.3az Energy Efficient Ethernet (EEE) Power saving Technology, Power Saving by Link Status, Time-based PoE, System hibernation, Port shut off, Cable length detection Etc.
9	Switch Should Support 4K VLAN ID's, Min 256 static VLAN , Multicast VLAN and Auto Voice & Video VLAN
10	Switch should support Quality of Service (QoS), 802.1p, Strict, Weighted Round Robin (WRR), Bandwidth Control.
11	Switch Should Support IP interfaces, Static routing for inter-VLAN Communication
12	Switch should support Access Control List (ACL), Port Base, MAC Base, IP Based, L2 & L3 ACL (IPv4 and IPv6) ITU-T G.8032 ERPS sub-50 ms protection and recovery
13	Switch Should Support Security Features like Broadcast/Multicast/Unicast Storm Control, Traffic segmentation, TLS, DoS attack prevention, 802.1X Port-based Access Control , Port Security, ARP Spoofing Prevention, DHCP Server Screening, IP-MACPort Binding, ARP Inspection, DHCP Snooping.
14	Switch Should Support 802.1X Authentication local/RADIUS database (IPv4 & IPv6), port-based access control, EAP, OTP, TLS, TTLS, PEAP and Support MD5 authentication
15	Switch Should Support features Cable diagnostics, IPv4 & IPv6 Inspection, SSH v2 feature, 802.3x Flow Control and HOL Blocking Prevention
16	Switch Should Support Management thru Web-based and CLI.
17	Switch Should Support SNMP v1/v2c/v3, SNTP, ICMP v6, IPv4/v6 Dual Stack, Dual image, Dual configuration
18	Switch should have EMI CERTIFICATE as per EN/FCC/IC/CE.
19	Switch should have SAFETY CERTIFICATE as per UL/ IEC/EN 60950

S.No	Minimum Technical Specification
20	Switch should be supplied with the all necessary components like Power supply, Power cord, Console Cable, Rack-mount kit, Installation Guide, etc. and necessary software image file to fulfil all above mention feature set from day 1

12.3.21 Access Switch(24 port non POE+)

S.No	Minimum Technical Specification
1	Should have Minimum twenty-Four (24) 10/100/1000 Mbps RJ45 ports and minimum Four (4) 10GbE SFP+ Slots.
2	Switch should offer Wire-Speed Non-Blocking Switching & Routing Performance at Layer 2 & Layer 3
3	Should support Stacking of minimum 05 Switches or more in a stack or equivalent and should be configured with stacking ports from day 1.
4	Stacking Bandwidth : 40 Gbps or more;
5	Switching Bandwidth: should provide Non-Blocking switch fabric capacity of 128 Gbps or more.
6	Forwarding Capacity: should provide wire-speed packet forwarding of 90 Mpps or more.
7	The switch should support IPv4 and IPv6 Static Routing, RIP v1/v2, IPv4/v6 QOS/ACLs, IGMP V1/V2/V3, MLD V1/V2, IGMP and MLD snooping from day 1
8	Switch Should have internal redundant power supplies with fan module from day one

12.3.22 Wireless Access Point

S.No	Minimum Technical Specification
1	The Access Point should be compliant with IEEE 802.3ab, IEEE 802.3u, IEEE 802.3az IEEE 802.11a/b/g/n/ac/ax Wave 2 wireless interface
2	The Access Point support WPA/WPA2/WPA3 Personal/Enterprise, WEP 64/128-bit, SSID broadcast disable, MAC address access control, internal RADIUS server
3	The Access point should support MU-MIMO slices through congestion, reducing wait time for all users, Support Wi-Fi 6 delivers greater network efficiency and lower latency, with nearly four times the capacity of previous Wi-Fi standards
4	The Access Point should be compliant with IEEE 802.3af and 802.3at for providing PoE based power
5	The Access point should support Band Steering makes sure connected devices get the best available frequency band

S.No	Minimum Technical Specification
6	Minimum 2 x dual-band internal antennas 3.2 dBi antenna for 2.4 Ghz & internal 4.3 dBi antenna for 5 Ghz
7	Support 2.4 - 2.483 GHz, 5.15 - 5.35 GHz, 5.47 - 5.85 GHz
8	Access Point should provide Maximum Output Power - 23 dBm in 2.4 GHz band & 26 dBm 5 GHz band
9	Access Point should support Up to 1800 Mbps
10	Access point must have 1 x RJ45 console port for Debugging, 1 x 10/100/1000 Ethernet (PoE) LAN, factory reset, power input
11	The Access point should support SNMP v1, v2c, v3
12	The Access point should have support for Other Features Fast Roaming Support with 802.11k, 802.11v, and 802.11r and Passpoint Hotspot 2.0 Support
13	The Access Point should have option for inbuilt IOS feature to manage group of Access point without any software
14	WPA-Personal, WPA-Enterprise, WPA2-Personal, WPA2-Enterprise, WEP 64/128-bit encryption, SSID broadcast disable, MAC address access control, Network Access Protection (NAP),ARP spoofing prevention, WLAN partition
15	The Access point support Local/POP3/RADIUS/PassCode/LDAP authentication for captive portal
16	The Access point should have built-in internal RADIUS server allowing users to create their accounts within the device itself
17	Telnet, Secure Telnet (SSH), Web (HTTP), Secure Socket Layer (SSL), Traffic control, SNMP v1/v2c/v3 ,
18	The AP should have Maximum Power Consumption of 16 W
19	Temperature • Operating: 0 to 40°C (32 to 104°F) • Storage: -20 to 65°C (-4 to 149°F)
20	The AP should be supplied with Wall and ceiling mounting bracket
21	The AP should support Software controller and Hardware controller of same OEM
22	The Software must be Free of cost
23	The Access Point can work multiple operation modes: Access Point, Wireless Distribution System (WDS) with Access Point, WDS/Bridge (No AP Broadcasting), and Wireless Client.

12.3.23 24-Port Distribution Switch

S.No	Minimum Technical Specification
1	Shall be 19" Rack Mountable. The switch shall be non-blocking in architecture.
2	The switch should support Minimum 24 x 10Gbps SFP+ port and 2XQSFP28 port
3	1 console port with console cable

S.No	Minimum Technical Specification
4	Shall have minimum 38 million pps switching throughput to achieve wire-speed
5	Shall have switching capacity of minimum 300 Gbps for providing non-blocking performance
6	Shall support IEEE 802.3ad (LACP) with up to 4 ports supported in 6 groups The switches should be interconnected to offer line rate speed as desirable.
7	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol and/ or should support Rapid ring resiliency protection technology to support 50 millisecond convergence thus video packet should not drop in case path disruption and to be integrated with other switches.as per the design requirement of SI.
8	Power: Input 100-240VAC, 50/60Hz. Operating temp: Min 0-45 Degree C.
9	Shall support minimum 100 active VLAN or IEEE 802.1 Q-based VLAN tagging ,Port based VLAN , Protocol based VLAN, Voice VLAN
10	Support for minimum 8 k MAC addresses
11	Should have minimum 4 hardware based queues per port
12	Should support IGMP v1, v2 and v3 for multicast applications
13	Should support IPv6 from day one.
14	Should support for IPv6/IPv4 features like Neighbor discovery, Syslog, Telnet, SSH, Web GUI, SNMP, NTP,DNS, DHCP, RADIUS/TACACS, classification and marking, RFC 2544 or equivalent.
15	Switch should support MAC address based filter and port as well as VLAN based filter / ACLs
16	IEEE802.1 X to allow port based security SNMPv1, v2, and v3 and 4 group of RMON support
17	Configuration through the CLI, console, Telnet, SSH and Web Management and also support UDLD or equivalent, Ethernet Copper diagnostic feature /Cable fault management.
18	Switch and fiber module should be UL, EN ,RoHS

12.3.24 UTP CAT6A

S.No	Minimum Technical Specification
1	4 pair, should confirm or exceed the EIA/TIA 568 C.2-10 (CAT 6A) standards for physical & electrical specifications , UL/ETL listed & verified
2	Should be certified by independent test lab for 10G Gigabit Ethernet Performance up to 100 mrts ,23 AWG solid bare copper
3	Jacket: LSZH

12.3.25 OFC 6 CORE

S.No	Minimum Technical Specification
1	Type: Single mode
2	Specification: Unitibue
3	Construction: Multi-fiber loose tube jelly filled
4	Number of fibers:6
5	Number of loose tubes: 1 or 2
6	Laying: Direct burial in trenches
7	Fiber Protection Tube: Polybutylene Terephthalate (PBT)
8	Sheath: LSZH (Low Smoke Zero Halogen)
9	Armoring: Corrugated Steel Tape Armor
10	The Fiber Max Attenuation ± 0.36 (db / km) @ Operational Wavelength 1310 nm and, ± 0.22 (db / km) @ Operational Wavelength 1550 nm .
11	Water Blocking: Thixotropic Gel Petroleum Jelly
12	Overall cable (Nominal):7 mm
13	Mass (Nominal):70 kg/km
14	Peripheral Strength Member: Two Steel wires of 1.2 mm/ FRP rods

12.3.26 1G Fiber Module

S.No	Minimum Technical Specification
1	Description: 1GBASE-LR SFP Transceiver
2	Fiber Module should be Hot Pluggable, MSA Compliant and RoHS Compliant
3	Wavelength: 1310 nm
4	Fiber Module should support 10KM Distance
5	Certification - CE, FCC, UL, LVD, TUV, VCCI. (Should Enclosed with bid)

12.3.27 10G Fiber Module

S.No	Minimum Technical Specification
1	Description: 10GBASE-LR SFP+ Transceiver
2	Fiber Module should be Hot Pluggable, MSA Compliant and RoHS Compliant

S.No	Minimum Technical Specification
3	Wavelength: 1310 nm
4	Fiber Module should support 10KM Distance
5	Certification - CE, FCC, UL, LVD, TUV, VCCI. (Should Enclosed with bid)

12.3.28 Pigtail LC LSZH SM (OS2) - 1 Mtr

S.No	Minimum Technical Specification
1	Corning single-mode G652D,G657A,G657B
2	Cable Type:-0.9mm
3	Apex Offset <50um
4	Fiber Height +(-) 100nm
5	End-face Radius of curvature 7mm < R < 25mm
6	Repeatability : <(=) 0.2dB 1,000 times mating cycles
7	Working Temperature:- -40 oC ~ + 85 o C
8	Storage Temperature :- -40 o C ~ + 85 o C

12.3.29 LIU Technical Specification

S.No	Minimum Technical Specification
1	Should be Rack Mount for 24 Port and should be loaded.
2	Front-mounted cable saddles for jumper management
3	Can manage both splices and terminations
4	Preassembled shelves in multiple configurations
5	Rubber fiber slotted bracket built-in, metal splice shelf to protect the fibers
6	2 fiber spools built-in for 900μm tight buffered fiber storing
7	Capable of storing up to 3 meters of 900μm tight buffered fiber per adapter
8	Removable front and rear covers for better access to interior of LIU
9	Should be Single mode LC Type fully loaded.
10	Accessory kit consists of cable ties, mounting ear screws, and spiral wrap tube

12.3.30 Optical Fiber Patch Cord SM LC to LC Fiber LSZH Duplex Patch Cord (OS2)

S.No	Minimum Technical Specification
1	Adopts high precision ceramic ferrule with good concentricity
2	Fiber corning single mode G652D,G657A,G657B
3	Cable Type 0.9mm
4	Mechanical specification Apex Offset :-< 50 um
5	Mechanical specification Fiber Height +(-) 100 nm
6	End-face radius of Curvature 7mm < R < 25mm
7	Repeatability <(-) 0.2 db
8	Working Temperature :- -4 0 c ~ +85 o C
9	Storage Temperature:- 40 o C ~ + 85 o C
10	Length -- 2Mtr
11	Type -- LC-LC Duplex

12.3.31 Cat 6A UTP Loaded Patch Panel - 24 port

S.No	Minimum Technical Specification
1	CAT6A UTP loaded Patch Panel compliant to ANSI TIA 568-C.2, ISO/IEC 11801 Class EA, 1U with rear cable management
2	Panel ports with RJ45 jack in the front and Insulation Displacement Connector (IDC) at the rear of the module.
3	Shall be Intertek tested and certified under worst-case 100 meter (4-connector channel), to deliver the minimum guaranteed channel performance as per ANSI/TIA 568-C.2 CAT6A.
4	The patch panel type shall be compliant to IEC 60603-7-4/Any other Third-Party certificate to be provided.
5	The panel shall support universal T568 A/B wiring labeling and 110 connector terminations on rear of panel allowing for quick and easy installation of 22 to 24 AWG cable
6	The panel shall be equipped with a removable rear mounted cable bundle managers and labels
7	Insertion Life: Min 750 insertions
8	Equipped with rear cable guide to hold cable during maintenance

S.No	Minimum Technical Specification
9	The panel shall be UL Listed or ETL verified
10	Operating Temperature: -10°C to 60°C
11	19" panel - 1 U

12.3.32 Cat 6A UTP Patch Cord length 1/5 mtr

S.No	Minimum Technical Specification
1	Plugs shall be designed with an anti-snag latch to facilitate easy removal during move, add and change processes.
2	The LSZH version must comply with the following Fire Safety standards:
3	ISO/IEC 60332-3-1
4	ISO/IEC 60754-2: Acidity
5	ISO/IEC 61034-2: Smoke Density
6	The cordage shall be UTP components that do not include internal or external shields, screened components or drain wires.
7	The patch cords will have insertion life of 750 cycles minimum
8	Min Plug retention force: 133N
9	Shall be ETL and UL Listed
10	Patch Cords shall have maximum dc Resistance:0.30 Ohm
11	Safety voltage rating: 300 V

12.3.33 Rack Specification - 9U / Width 600 / Depth 600

S.No	Minimum Technical Specification
1	Conforms to DIN 41494 OR equivalent ISO Standards
2	Adjustable 19" equipment mounting verticals provide better mounting flexibility and maximizes the usable mounting space
3	Depth adjustable mounting slots
4	Precision engineering capabilities and best efficient software configuration product technology provide the best product quality and fastest delivery in the industry
5	Top and bottom Panel with ventilation and cable entry facility
6	Provision to mount cooling fans on the top panel

S.No	Minimum Technical Specification
7	Powder coated finish with pretreatment process meeting all industry standards
8	Grounding and Bonding Options. 100% assured compatibility with all equipment conforming to DIN 41494 (General industrial standard for equipment)
9	Front Door : Lockable Toughened Glass Door
10	Top and Bottom Cover : Welded to Frame, Vented and Field Cable entry exit cut outs
11	Standard Accessories: Power Distribution Units, 1U Horizontal Cable Manager, FAN and one Hardware Packet

12.3.34 Electrical Power Cable

S.No	Minimum Technical Specification
1	3-Core, 2.5 Sq mm, with annealed electrolytic multistrand copper conductor with resistance > less than 41 Ohm/Km
2	Fire retardant, low smoke, low toxic, PVC black outer sheath meeting BS-5308
3	Insulated (min 0.3 mm inner+1.8 mm outer sheath) Rated for 1.1KV
4	Higher Cable sizes (if required) to meet the distance/higher current consumption requirements (from sources up to 500 Mtrs away) shall be considered by the bidder instead of the 2.5 sq.mm cables indicated, at no extra cost

Annexures

13. Annexures

Annexure 'A' - (Bidder Information)

Please provide following information about the Company (Attach separate sheet if required): -

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Date of Incorporation	
3.	Corporate Identity No (CIN No)	
4.	Type of Company [Pub. Ltd / Pvt. Ltd / partnership/proprietary]	
5.	Registration No. and date of registration. Registration Certificate to be enclosed	
6.	Registration, if any, with DGCI&S	
7.	Address of Registered Office with contact numbers [phone /fax]	
8.	GSTIN	
9.	PAN No	
10.	Contact Details of Bidder authorized to make commitments to DGCI&S	
11.	Name	
12.	Designation	
13.	FAX No.	
14.	Mail ID	

S. No.	Information	Particulars / Response
13.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website	
15.	Whether the Bidder is blacklisted/ debarred at the time of submission of this Tender, by Government of India or Central PSU/PSE/PSB/FI/Regulatory Bodies. If yes, please give details	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)

Authorized Signatories
(Name & Designation, seal of the company)

Date:

Annexure 'B' - (Bidder Financial Details)

Sl. No.	Details	Details to be furnished by the bidder		
.	Please mention turnover and Net Profit/Loss for last three financial years. Audited/ CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be attached with Annexure – 'A'.	Financial Year	Turnover	Net Profit/Loss (-)
		2018-19		
		2019-20		
		2020-21		

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure 'C' - (Minimum Eligibility Criteria)

Following format has to be filled by the Bidder and has to be submitted along with Technical Bid and relevant documentary proof. This documentary proof should justify the claims made in the EOI response.

Bidders will submit index page of the supporting documents while submitting response.

Sl. No.	Technical Qualification Criteria	Break up of Parameters	Please mention the following in the space provided in the next column	Documents required
1.	Relevant experience of executing integrated software project(s) (Project Design and implementation) involving complex business processes, rule engine & workflows or have worked for application development projects of similar nature in the last 5 years (min. 2 projects)		No. of projects	Completion certificates from the client; OR Work order + Self certificate of ongoing project (Certified by the Authorised Signatory/ Chartered Accountant); OR Work order + Phase completion certificate from the client
2.	ISO certifications (ISO 27001 or ISO 20000 and CMMi Level 5 & above)	ISO 27001	Y / N	Copy of certificate
		ISO 20000	Y / N	Copy of certificate
		CMMi level 5	Y / N	Copy of certificate
3.	Number of qualified professionals on payroll of bidder holding BE/ B.Tech/ MCA/ M.Sc. (IT) degree and experience of working in the domain of Application development, web portal design/ development, AI and ML based applications including implementation of cloud solution, System Integration, Data Centre setup, project management and planning, system architecture design (min. 500 employees)		No. of such personnel	Not required as self-certification has already been submitted at EoI Stage.

Sl. No.	Technical Qualification Criteria	Break up of Parameters	Please mention the following in the space provided in the next column	Documents required
4.	Experience of handling large integrated IT projects (>40 crores) for Government Clients (at State and National Level) in the last 5 financial years (central/state government / PSU.)		No. of projects	Completion certificates from the client; OR Work order + Self certificate of ongoing project (Certified by the Authorised Signatory/ Chartered Accountant); OR Work order + Phase completion certificate from the client
5.	Project Experience of implementing at least 2 projects involving development of a large software.		No. of projects	- do -
6.	Project Experience in emerging area of AI-ML (min. 2 projects).		No. of projects	- do -
7.	Relevant experience of application hosting and maintenance on cloud platform and providing support on Cloud Data Centre management (min. 2 projects)		No. of projects	- do -
8.	Submitted two write-ups each on points 4,5, and 6 of this Technical Criteria.		Y / N	- do -
9.	Has Delivery Centre in Kolkata with at least 500 technical employees		Y / N	Not required as self-certification has already been submitted at EoI Stage.

Note:

- Bidder response should be complete; Yes/No answer is not acceptable
- Documentary evidence must be furnished against each of the above criteria. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof

Annexure 'D' - (Technical Bid Covering Letter)

Date :

To

The Director General,

Directorate General of Commercial Intelligence and Statistics (DGCI&S)

565, Anandapur, Ward No. 108 Sector– 1 , Plot No. 22, ECADP,

Kolkata, West Bengal 700107

 Dear Sir,

Technical Bid: Selection of System Integrator for Design, Development, Implementation and Maintenance of Foreign Trade Statistics System and Revamping of Campus IT Network for DGCI&S

1. We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes documentary evidence of Eligibility Criteria mentioned in EOI, this Technical Proposal and a separately uploaded Financial Proposal.

We confirm that we continue to comply with all the eligibility (including the absence of conflict of interest and debarment) and qualification criteria stipulated in the preceding shortlisting process (pertaining to EOI Document EIII/64(6) /Revamp/2021" dated February, 2023), based on which we were shortlisted for participation in this RFP process. We shall be dutybound to proactively inform you of any change in our compliance with these criteria as soon as it occurs.

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the RFP Document. The relevant details are submitted in 'Annexure E:Technical Bid Format'.

☐   We are submitting our Proposal without any Sub-Contractor .

Or

☐   We are submitting our Proposal with the following firms as Sub-Contractor: {Insert a list with each Sub-Contractor's full name, address & contact person details.}

2)   Our Eligibility and Qualifications to participate

a)   We confirm that we continue to comply with all the eligibility (including the absence of conflict of interest and debarment) and qualification criteria stipulated in the preceding shortlisting process (pertaining to EOI Document EIII/64(6) /Revamp/2021" dated February,

220

2023), based on which we were shortlisted for participation in this RFP process. We shall be dutybound to proactively inform you of any change in our compliance with these criteria as soon as it occurs.

b)   We confirm that we don't have any Conflict of Interest as stipulated in this RFP. We shall be dutybound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.

3)   Our Proposal to deliver Services:

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the RFP Document. The relevant details are submitted in 'Annexure E:Technical Bid Format'.

4)   Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

(a)   Based on the terms of delivery and delivery schedule confirmed by us; and

(b)   Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and

(c)   based on the terms and mode of payment as stipulated in the RFP Document. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as nonresponsive, and

(d)   have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to:

i)   those prices; or

ii)   the intention to submit an offer; or

iii)   the methods or factors used to calculate the prices offered.

(e)   Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Bidder or competitor before the Proposal opening unless otherwise required by law.

5)   We declare regarding commissions or fees paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract, that:

☐   No such commissions or gratuities or fees have been paid are to be paid by us to any third party

Or

☐   We have paid/ are due to pay the following commissions/ gratuities/ fees:

(indicate the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.)

6)   No change in the Key Experts

Except as stated in the RFP Document, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that substituting Key Experts for reasons other than those accepted by DGCI&S may lead to the termination of contract negotiations.

7) Affirmation of terms and conditions of the RFP Document:

We have understood the complete terms and conditions of the RFP Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the RFP document's sections. Deviations, if any, are submitted by us in Annexure N: 'Deviations'. We also explicitly confirm acceptance of the Arbitration Jurisdiction as given in the RFP Document.

8) Bid Security: We have submitted the Bid Security as

a) Earnest Money Deposit (EMD) for the amount of Rs. (Rupees…………………………….) valid upto   in favour of …………………… in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's cheque/ Payment online/ Bank Guarantee in Annexure K: 'Format of Bank Guarantee', with reference number   dated   , issued by   . as per the RFP Documents. or

9) Abiding by the Proposal's Validity

We agree to keep our Proposal valid for acceptance for a period upto -------, as required in the RFP Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RFP Document in case we fail to do so.

10) Non-tampering of Downloaded RFP Documents and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded RFP Document. We realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the RFP Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded during the shortlisting process and this RFP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. We undertake to submit for scrutiny, on-demand by the DGCI&S, originals and self-certified copies of all such certificates, documents, affidavits/ undertakings.

11) A Binding Contract:

We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that until a formal contract is signed or issued, this Proposal and your written Letter of Award shall constitute a binding contract between us.

12) Performance Guarantee and Signing the contract

We further confirm that if our proposal is accepted, we shall provide you with performance security of the required amount stipulated in the RFP Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or execute the agreement, DGCI&S has the right to avail of any or all punitive actions stipulated in the RFP Document.

13) Penalties for misinterpretation or misrepresentation:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Integrity Pact and attract penalties, as this RFP Document mentions.

14) Bidder's Authorized Signatory:

a) Full Name: _____

b) Designation: _____

c) Signing as:

☐   A sole proprietorship firm. The person signing the Proposal is the sole proprietor/ constituted attorney of the sole proprietor,

☐   A partnership firm. The person signing the Proposal is duly authorised being a partner to do so under the partnership agreement or the general power of attorney,

☐   A company. The person signing the Proposal is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.

☐   A Society. The person signing the Proposal is the constituted attorney.

We confirm that we are duly authorized to submit this Proposal and make commitments on behalf of the Bidder. We acknowledge that our digital/digitized signature is valid and legally binding. Supporting documents are submitted herewith.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

15) Rights of DGCI&S to Reject Proposal(s):

We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred RFP Document.

……………………..

(Signature with date)

………………………..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address, and seal of the Bidder]

Annexure 'E' - (Technical Bid Format)

Technical Bid Format

Bidder response to the Technical Bid of this Tender document must be provided as detailed in Section 8 of this RFP. Any extra information may be provided as separate section at the end of Technical Bid document. Technical bid should be submitted with covering letter.

Technical approach, methodology and work plan are key components of the Technical Proposal. You should submit a brief write-up explaining in plain simple terms the proposed solution along with your approach and methodology for this project. This write-up should be mainly aimed at administrative senior management.

 Further, the following are to be submitted.

Solution Proposed

Sl. No	Proposed Solution (Provide the Product Name or fill "Custom Built", in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/ : as required as per RFP)	Reference in the Submitted Proposal (Please provide page number/section number/ volume)	Remarks (if any)

Bill of Material (Software & Cloud Solution)

SL No	Item Name & Description	Total Units (X)

Bill of Materials (Hardware & Accessories for Hardware & Physical Infrastructure of DC/DR)

SL No	Item Name	Make	Model	Warranty Period	UOM	Total Units (X)

Bill of Material (Hardware & Accessories for Campus Network Revamp)

SL No	Item Name	Make	Model	Warranty Period	UOM	Total Units (X)

Bill of Material (License cost of Software for "Hardware & Physical Infrastructure)

SL No	Item Name	Type of License	Total Units (X)

Bill of Material (License cost of Software for "Campus Network Upgradation)

SL No	Item Name	License Type	Total Units (X)

Bill of Material (Audit)

S. No.	Description	Audited Applications & Hardware	Quantity(Y)

225

Proposed Work Plan

No	Activity[1]	Calendar Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
…														
…														
…														
N														

1   *Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as DGCI&S approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.*

2   *Duration of activities shall be indicated in the form of a bar chart.*

Team Composition

Position Of Key Personnel	Name of Staff with qualification and experience	Area of Expertise	Task Assigned	Time committed for the engagement

Deployment of Personnel

No	Name and Designation of Staff	Staff input in Months (in the form of a bar chart)[2]													Total staff man-months proposed
		1	2	3	4	5	6	7	8	9	10	11	12	n	Total
1															
2															
3															
N															
				Total											

For Professional Staff the input should be indicated individually; Months are counted from the beginning of the assignment.

Annexure 'F' - (Letter of Competence Format)

[To be submitted along with Technical Bid, on Organization's Letterhead]

Letter of Competence for Quoting against RFP No. /…………….

This is to certify that we [Insert name of Bidder], Address…………………are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for the purpose will be adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorized Signatories

(Name & Designation, seal of the company) Date:

Annexure 'G' - (Service Level Agreement)

(To be executed on a non- judicial stamp paper) Service Level
Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "the Agreement") is made on this _____ day of the month of _____, 2023, by and between, Directorate General of Commercial Intelligence and Statistics (hereinafter called "DGCI&S",) which expression shall include wherever the context so permits, its successors and assigns; AND

_____, a company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter called the "Bidder"), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter DGCI&S and the Bidder are collectively referred to as "the Parties" and individually as "the Party")

WHEREAS

(A) DGCI&S intends to hire the Bidder for _____, as detailed in the Request for Proposal no. _____ on _____ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the "RFP ")

(B) The Bidder has been selected through tendering process by way of floating the RFP by DGCI&S followed by evaluation of Technical & Financial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ ("LoA") has been issued by DGCI&S to the Bidder;

(C) The Bidder has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.

(D) In terms of the RFP, DGCI&S and the Bidder have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

   1.1 Definitions

   Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

   (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   (b) "Contract" means and shall construe this Agreement;

   (c) "Deliverables" means and includes the major deliverables as specified in Clause _____ of the RFP.

   (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;

   (e) "Personnel" means persons hired/to be hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.

   (f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.

   (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Bidder as described/set out in Clause _____ of the RFP.

   (h) "Third Party" means any person or entity other than DGCI&S and the Bidder.

   1.2 Principles of Interpretation

   In this Agreement, unless the context otherwise requires:

   a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;

   b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;

c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.

d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of DGCI&S shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Bidder.

1.3   Purpose

1.3.1   It is hereby agreed that the Bidder shall provide the Services to DGCI&S as set out in the RFP till the completion of the Project. The objective of the Project is to make _____.

1.3.2   Performance of the Scope of Work

The Bidder shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed timelines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract.

1.3.3   Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of _____ ("Term") starting from _____ by the Bidder unless the period is extended in accordance with this Agreement.

1.3.4   Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Bidder shall be paid the total price consideration of Rs. _____ (Rupees _____) ("Contract Price") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by DGCI&S as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4   Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of Employer and Employee or of principal and agent as between DGCI&S and the Bidder. The Bidder, subject to this Agreement, has complete charge of personnel to be engaged by the Bidder for

performing the Services and shall be fully responsible for the works to be performed by them or on their behalf here under and for the quality of the work done by their personnel.

1.5 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.6 Headings

The headings shall not limit, alter, or affect the meaning of this Contract.

1.7 Notices

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the following address:

For DGCI&S:

Attention: Shri Srijan Acharya

Designation: Deputy Director

Email id: s[dot]acharya[dot]DGCI&S[at]gov[dot]in

For the Bidder:

Attention: _____

Designation: _____

Email id: _____

1.7.2 Notice will be deemed to be effective as follows

(a)   In the case of personal delivery or registered mail, on delivery;

(b)   In the case of facsimiles and emails, seventy-two (72) hours following confirmed transmission.

1.7.3   A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.8   Location

The Services shall be performed at Kolkata or at such location required/ approved by DGCI&S.

1.9   Authority of Bidder

The Bidder hereby authorize _____ to act on their behalf in exercising the entire Bidder's rights and obligations towards DGCI&S under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from DGCI&S.

1.10   Taxes and Duties

The Bidder shall pay the taxes , duties, fees, levies, and other impositions levied under the existing, amended, or enacted laws during the tenure of this Agreement for bought out items. However DGCI&S will only reimburse the taxes related to GST component only.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement deemed to have taken effect from the date of acceptance of the Letter of Award (LoA) by the Bidder i.e., w.e.f. ………….

2.2 Commencement of Services

The Bidder shall begin carrying out the Services immediately viz. from the date of acceptance of LoA, or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4.

2.4 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, pursuant to Clause-5.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGCI&S shall have the option of cancelling this Contract in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.6.2   No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3   Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4   Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5   Consultation

Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7   Suspension

DGCI&S may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if DGCI&S is not satisfied with the performance of the Bidder or if the Bidder fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

2.8.1 By DGCI&S

DGCI&S reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

i. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a year.

ii. Bidder fails to perform any other obligation(s) under the contract.

iii. Any threat is perceived or observed on the security of DGCI&S's data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.

iv. However, either party, in the case of termination, will give 2 months' (60 Calendar days) notice to the other party.

v. DGCI&S, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to DGCI&S as mutually agreed.

vi. DGCI&S may, at any time terminate the contract by giving written notice to the Service provide if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DGCI&S.

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

(a) Such rights and obligations as may have accrued on the date of termination or expiration,

(b) The obligation of confidentiality set forth in Clause-3.7 hereof,

(c) Any right which a Party may have under the Applicable Law.

2.8.3   Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment in case of termination of contract

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.

3.0 OBLIGATIONS OF THE BIDDER

3.1 Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to DGCI&S, and shall at all times support and safeguard DGCI&S's legitimate interests in any dealings with third parties.

3.2 Law Governing contract

The Bidder shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Bidder comply with the Applicable Law.

3.3 Conflict of Interest

The Bidder shall hold DGCI&S's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.4 Bidder Not to Benefit from Commissions/Discounts etc.

The payment of the Bidder by DGCI&S shall constitute the Bidder's only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that its personnel similarly shall not receive any such additional payment.

3.5 Bidder and Affiliates not to be otherwise interested in /benefited from the Project. The Bidder agrees that, during the term of this Contract and after its termination, the Bidder shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

3.6 Prohibition of Conflicting Activities

The Bidder and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Bidder and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

3.7 Confidentiality

The Bidder and its personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or DGCI&S's business or operations without the prior written consent of DGCI&S.

A separate non-disclosure cum confidentiality agreement ('NDA') will be signed between the Bidder and DGCI&S, if required.

3.8   Insurance to be taken out by the Bidder

The Bidder shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Bidder or their staff on the assignment

3.9 Liability of the Bidder

The Bidder shall be liable to DGCI&S for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by DGCI&S as a result of a default of the Bidder in such performance, subject to the following limitations:

(a) The Bidder shall not be liable for any damage or injury caused by or arising out of any act, neglect, default, or omission of any persons other than the Bidder and its Personnel; and

(b) The Bidder shall not be liable for any loss or damage caused by or arising out of circumstances over which the Bidder had no control. In such cases bidder has to take concurrence from DGCI&S on the matter and decision of DGCI&S will be final and binding on Bidder in terms of liability.

3.10 Indemnification of DGCI&S by the Bidder

The Bidder shall indemnify DGCI&S and shall always keep DGCI&S, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by DGCI&S or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Bidder or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Bidder or its personnel; and/or (iii) any claim made by employees who are deployed by the Bidder against DGCI&S; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Bidder to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

3.11 Limitation of Liability

(i) The Bidder's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the **total contract value.**

(ii) The Bidder's liability in case of claims against DGCI&S resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Bidder shall be on actuals.

(iii) Under no circumstances, DGCI&S shall be liable to the Bidder for direct, indirect, incidental, consequential, special, or exemplary damages arising from termination of this Agreement.

3.12   Reporting Obligations

The Bidder shall submit to DGCI&S the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by DGCI&S.

3.13   Documents prepared by the Bidder to be the Property of DGCI&S

All software, source codes(as applicable) algorithms, reports, and other documents prepared/developed by the Bidder in performing the Services shall become and remain the property of DGCI&S, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to DGCI&S, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of DGCI&S.

3.14   Bidder's Personnel

The Bidder shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to DGCI&S. The Bidder will do its utmost to ensure that the personnel identified by the Bidder to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Bidder, the Bidder will provide DGCI&S with other personnel of equivalent knowledge, skill, and experience acceptable to DGCI&S as his substitute within one week.

The Bidder shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Bidder and he shall

be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between DGCI&S and said personnel so engaged by the Bidder.

The Bidder shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Bidder under this Agreement. The Bidder agrees to indemnify DGCI&S in respect of any claims that may be made by statutory authorities against DGCI&S in respect of contributions relating to the personnel/employees engaged by the Bidder for performing the work under this Agreement. DGCI&S is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Bidder.

3.15   Non-Compete

The Bidder will neither approach nor make any proposal for work for any employee of DGCI&S directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.

3.16   Change in Ownership or Constitution

The Bidder will inform DGCI&S immediately about any change in its ownership or its constitution. The Bidder will ensure that the DGCI&S's interest will be protected with utmost care. If DGCI&S is not satisfied with the change of ownership or constitution of the Bidder and/or with the new owner, DGCI&S shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

4.0   OBLIGATIONS OF DGCI&S

4.1   Support:

DGCI&S will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Bidder for carrying out the assignment under the Contract.

4.2   Consideration & Payment Terms

In consideration of the Services performed by the Bidder under this Agreement, DGCI&S shall make to the Bidder such payments and in such manner as specified in the RFP and/or the LoA.

The Bidder shall submit the bills to DGCI&S of firms printed bill forms indicating the work done by him during the period for which payment is sought. DGCI&S shall make payments to the Bidder as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

4.3   Non-Solicitation:

DGCI&S agrees not to make an offer for employment to any personnel provided/deployed by the Bidder under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with DGCI&S.

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

The Parties undertake to act in all fairness and good faith in respect to each other's rights

under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

6.0   UNDERTAKINGS:

The Bidder hereby further undertakes:

(i)   That the Bidder has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve DGCI&S of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of DGCI&S, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Bidder and it complies/will comply with all such requirements.

(ii) That the Bidder has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to DGCI&S. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.

4.38.3

(iii) That being the Bidder of DGCI&S for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.

(iv) That DGCI&S shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of DGCI&S is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Bidder and as a consequence of it, DGCI&S can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Bidder by DGCI&S under this Agreement and appropriate/adjust the same for the losses, if any, suffered by DGCI&S without requiring DGCI&S to prove the actual loss.

(v) That the Bidder shall not do anything that will be of any conflict of interest to the Bidder while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of DGCI&S beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Bidder shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Bidder and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.

(vi) That the Bidder has not been hired for any assignment that would be in conflict with its prior or current obligations to DGCI&S or that may place the Bidder in a position of being unable to carry out the assignment in the best interest of DGCI&S.

(vii)   That the Bidder shall act at all times in the interest of DGCI&S and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Bidder.

7.0   SEVERABILITY:

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

8.0   SETTLEMENT OF DISPUTES

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions.

If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue of such arbitration shall be at Kolkata and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e., 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole   Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Notwithstanding, it is agreed that the Bidder shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by DGCI&S or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

9.0 JURISDICTION AND APPLICABLE LAW

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at Kolkata.

 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at Kolkata.

FOR AND ON BEHALF OF DIRECTORATE GENERAL OF COMMERCIAL
INTELLIGENCE AND STATISTICS

By_____

Authorized Representative

FOR AND ON BEHALF OF [BIDDER]

By_____

Authorized Representative

WITNESSES:

1.

(Name and address)

2.

(Name and address)

Annexure 'H' - (Confidentiality–cum–nondisclosure agreement)

(To be executed on a non- judicial stamp paper)

This Confidentiality –cum-Non-Disclosure Agreement is entered into at Kolkata on this ……. day ……………. of _____, 2023_, by and between;

_____, a……………………. incorporated _____, having its Registered Office at ………………………… (hereinafter referred to as "the Bidder"), which expression shall include wherever the context so permits, its successors and permitted assigns; and

Directorate General of Commercial Intelligence and Statistics (DGCI&S) having its Head Office at 565, Anandapur, Ward No. 108 Sector– 1, Plot No. 22, ECADP, Kolkata, West Bengal 700107; (herein after referred to as "DGCI&S"), which expression shall include wherever the context so permits, its successors and permitted assigns:

WHEREAS the Bidder & DGCI&S would be having discussions and negotiations concerning Confidentiality and Non-disclosure of DGCI&S' Intellectual Properties and / or other such sensitive

<u>information</u> between them as per the Service Level Agreement dated …………… (hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as "the Disclosing Party" & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as "the Recipient/Receiving Party" and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witness: -

1. Proprietary Information: As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by
the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party , within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.

2. Confidentiality:

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far, this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.

b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.

c) Confidential information does not include information which:

(i) is publicly available at the time of its disclosure; or
(ii) becomes publicly available following disclosure; or
(iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
(iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
(v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
(vi) is disclosed with the prior consent of the Disclosing Party.

3. Non –Disclosure of Proprietary Information: For the period during the agreement or its renewal, the Recipient/Receiving Party will:

a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.

b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and

c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations: The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information:

a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;

b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;

c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.

d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or

e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.

5. Return of Documents: The Recipient/ Receiving Party shall, upon request of the Disclosing Party, in writing, return to the Disclosing party all drawings, documents
and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other part or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.

6. Communications: Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

    1) _____ (designee of DGCI&S)

    2) _____ (designee of Bidder)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ years from the termination of the SLA.

8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.

9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Bidder to DGCI&S as a part of the outcome or deliverables under the SLA and which, in the opinion of DGCI&S, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by DGCI&S with such third party agency/institution for conducting such study/analysis and no prior consent of the Bidder is required for the same. Such report/finding/document delivered/ submitted by the Bidder to DGCI&S shall become exclusive property of DGCI&S and as such DGCI&S shall not be bound
by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.

10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Kolkata. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.

11. Miscellaneous

a)   This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.

b)   This Agreement will be binding upon & ensure to the benefit of the parties hereto and it includes their respective successors & assigns

c)   The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

FOR _____   FOR Directorate General of Commercial
                                                                                        Intelligence and Statistics

Authorized Signatory   Authorized Signatory

Name: Name:

Designation: Designation:

Place: Place:

Date: Date:

249

WITNESSES:

1.

2.

Annexure 'I' - (Resolution / Escalation matrix)

(To be submitted along with Technical Bid)

We declare that we will adhere to following resolution matrix during our service contract period with DGCI&S:

Situation	Expected response of Service Integrator
Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	1st call response immediate · Our Resources at Your site as soon as possible. · Continuous effort on a 24x7 basis · Notification of Our Senior Executives **Contact Person Name and Designation:** **e-mail Id:** **Contact No.:**
Critical business impact: · Significant loss or degradation of services. · Needs attention within 1hour	1st call response in 1 hour or less · Our Resources at Your site as required. · Continuous effort on a 24x7 basis · Notification of Our Senior Managers **Contact Person Name and Designation:** **e-mail Id:** **Contact No.:**
Moderate business impact: · Moderate loss or degradation of services but work can reasonably continue in an impaired manner. · Needs attention within 2 Business Hours	1st call response in 2 hours or less · Effort during Business Hours **Contact Person Name and Designation:** **e-mail Id:** **Contact No.:**
Minimum business impact: · Substantially functioning with minor or no impediments of services. · Needs attention within 4 Business Hours	1st call response in 4 hours or less · Effort during Business Hours only **Contact Person Name and Designation:** **e-mail Id:** **Contact No.:**

Authorized Signatories

(Name & Designation, seal of the company)

Date:

251

Annexure 'J' - (Non-Blacklisting Declaration)

The Bidder should give the following Undertaking/certificate on its letterhead

To

The Director General,

Directorate General of Commercial Intelligence and Statistics (DGCI&S)

565, Anandapur, Ward No. 108 Sector– 1, Plot No. 22, ECADP,

Kolkata, West Bengal 700107

I/We hereby certify that I/We am/are an authorized signatory in the Agency/Society/ Company/ Trust and hereby declare that Our Agency/Society/Company/Trust have not been blacklisted or delisted by any Government, PSUs and its subsidiaries.

Authorized Signatories

(Name & Designation, seal of the company)

 Date:

Annexure 'K' - (Format of Bank Guarantee)

(To be executed on a non- judicial stamp paper)

To

In consideration of the Directorate General of Commercial Intelligence and Statistics (hereinafter referred to as "DGCI&S", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. _____ having its registered office at _____ (hereinafter referred to as "the Bidder", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide _____ on terms and conditions set out in the Request for Proposal _____ ("the RFP") dated…………. and the Service Level Agreement dated _____ ("the SLA") (hereinafter the RFP and the SLA are together referred to as "the Contract"), and the Bidder having agreed to provide a Performance Bank Guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations /liabilities under the contract of equivalent value amounting to _____/____% of the value of the Contract if any, to DGCI&S amounting to _____ (in words) in the form of a bank guarantee,

, we, _____ (Name) _____(Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Bidder do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees._____) and undertake to pay DGCI&S the guaranteed amount merely on demand, without any previous notice from DGCI&S, without any demur or protest and without referring to any other source, any and all monies payable by the Bidder by reason of any breach by the said Bidder of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till _____ (day /month/ year). Any such demand made by DGCI&S on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Bidder and DGCI&S. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to DGCI&S is fully paid and claims satisfied or till DGCI&S discharges this Guarantee.

DGCI&S shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Bidder. The Bank shall not be released from its liabilities under these presents by any exercise of DGCI&S of the liberty with reference to the matter aforesaid.

DGCI&S shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the

Bidder and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between DGCI&S and the Bidder or any other course or remedy or security available to DGCI&S and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by DGCI&S of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of DGCI&S or any other indulgence shown by DGCI&S or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of DGCI&S in writing.

The Bank further agrees that the decision of DGCI&S as to the failure on the part of the Bidder to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to DGCI&S hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that DGCI&S shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have in relation to the Bidder's liabilities.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s).

Notwithstanding anything contained herein:

(a) our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____in words);

(b) this bank guarantee shall be valid up to _____; and

(c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

Annexure 'L' - (CV of Key Personnel)

Summary Table on Project Execution Team						
Sl. No.	Name of Key Personnel	Role	Highest Technical Qualification	Institute of Highest Technical Qualification	Experience in relevant field (in years and months)	Technology specific no. of certifications

Format of CVs for key personnel to be deployed for the project:

General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any)	

Professional Certifications (if any)	
Total number of years of experience	
Total number of years of experience in the role as proposed in this RFP	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out in the role as proposed in this RFP	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities Prior project experience Project name Client	
Key project features in brief Location of the project Designation Role Responsibilities and activities Duration of the project *Please provide only relevant projects.*	
Proficient in languages (Against each language listed indicate if speak/read/write)	

Annexure 'M' - (Project Citation Format)

Relevant IT project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Certificate from the client to indicate the successful completion of the projects	
Copy of Work Order	

Annexure 'N' - (Deviations/Reservations/Omissions)

Date :

To

The Director General,

Directorate General of Commercial Intelligence and Statistics (DGCI&S)

565, Anandapur, Ward No. 108 Sector– 1 , Plot No. 22, ECADP,

Kolkata, West Bengal 700107

Dear Sir:

Subject: Deviations/Reservations/Omissions in the Technical Bid: Selection of System Integrator for the Design, Development, Implementation and Maintenance of Foreign Trade Statistics System for DGCI&S

 DGCI&S's RFP No. /…………….

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the deviations/reservations/omissions, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

A - On the Scope of Work

[*Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you* consider *unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.*]

No.	Type	Descr iption	Materia l	Non- Materia l	Impacted Deliverable(s)	Impacted Timeline(s)	Financia l Impact
1.	<Devi ation/ Reserv ation/ Omiss ion>	<Des cripti on>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation/Re servation/Om ission>	<Effect on Timelines due to the Deviation/ Reservatio n/Omissio n>	<Value>
2.	<Devi ation/ Reserv ation/ Omiss ion>	<Des cripti on>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation/Re servation/Om ission>	<Effect on Timelines due to the Deviation/ Reservatio n/Omissio n>	<Value>
3.	<Devi ation/ Reserv ation/ Omiss ion>	<Des cripti on>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation/Re servation/Om ission>	<Effect on Timelines due to the Deviation/ Reservatio n/Omissio n>	<Value>

B – Any other areas

No.	Type	Devia tion	Materia l	Non- Materia l	Impacted Deliverable(s)	Impacted Timeline(s)	Financia l Impact
1.	<Devi ation/ Reserv ation/ Omiss ion>	<Des cripti on>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation/Re servation/Om ission>	<Effect on Timelines due to the Deviation/ Reservatio n/Omissio n>	<Value>
2.	<Devi ation/ Reserv ation/	<Des cripti on>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get	<Effect on Timelines due to the Deviation/	<Value>

No.	Type	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
	Omission>				affected by the Deviation/Reservation/Omission>	Reservation/Omission>	
3.	<Deviation/ Reservation/ Omission>	<Description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation/Reservation/Omission>	<Effect on Timelines due to the Deviation/ Reservation/Omission>	<Value>

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of Firm:

Address:

Annexure 'O' - (Financial Bid Covering Letter)

Date:

To

The Director General,

Directorate General of Commercial Intelligence and Statistics (DGCI&S)

565, Anandapur, Ward No. 108 Sector– 1, Plot No. 22, ECADP,

Kolkata, West Bengal 700107

Dear Sir,

Financial Bid – Selection of System Integrator for the Design, Development, Implementation and Maintenance of Foreign Trade Statistics System for DGCI&S

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal [Insert RFP Number] dated [Date   ], and our Proposal (Technical and Financial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal, i.e., [Insert date].

Yours faithfully,

For …………

Signature

Name

Address

(Authorised Signatory)

262

Annexure 'P' – (Comments and Suggestions on the Scope of Work, Scope of Work during Operations & Maintenance, Key Personnel)

(on Bidder's Letter-head)

(Ref Clause 2.40.3)

(To be submitted as part of Technical Proposal)

(Along with supporting documents, if any)

RFP Document No. RFP No./ xxxx; Tender Title : XXXX

Bidder's Name_____ _____

[Address and Contact Details]

Bidder's Reference No._____   Date……….

Annexure P: Comments and Suggestions on the areas that have not been provided or any changes to the existing provisions of the Scope of Work, Scope of Work during Operations & Maintenance, Key Personnel to be provided by DGCI&S that could improve the quality/effectiveness of the assignment.

Specifically mention where your proposal deviates from Section 3-6.

 ON THE TERMS OF REFERENCE

Note: Suggest and justify any modifications or improvements to the Scope of Work, Scope of Work during Operations & Maintenance, you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise, to the point, and incorporated into your proposal. Bidders must maintain the same numbering and structure as in Sections 3-6 and Required Qualifications.

Yours faithfully,

(Authorized Signatory)

Name, Designation & Contact No.:

Date of Signature:

Address & Seal: _____

Annexure Q - (Financial Bid Format)
[To be submitted as Financial Bid, on Organization's Letterhead]

The structure of the Bidder's commercial response to this tender must be as per following order. The Financial Bid Response must be submitted with Financial Bid covering letter, format of which is given in Annexure O.

PRICE AND VALIDITY
- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 (one hundred and eighty) calendar days from the date of opening of the Bid.

- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.

- We understand that the actual payment would be made as per the existing tax rates during the time of payment.

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

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

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

BID PRICE
We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated in the Commercial Bid attached with our Tender as part of the Tender.

Bidders are requested to note the following:
- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.

- Masked commercial bids must be given with technical bid. The technical and commercial bids must be digitally signed by a competent authority.
- All the quoted costs must include all applicable taxes, charges and other levies.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.
- The commercials quoted in the commercial bid are valid for six months from the date of opening of commercial bids.
- The financial bid has been submitted in BoQ file only by uploading the same on e-Procurement Portal (CPPP) as per the process.
- By submitting the financial bid on e-Procurement Portal (CPPP), bidder agrees and will abide by all the terms and conditions specified in this Annexure as well as this RFP.

The Financial Bid for the Request for Proposal for "Selection of System Integrator for Design, Development, Implementation and Maintenance of FTSS and other applications for DGCI&S" is as follows presented in the following tables. *The idea is to make the Financial Quote as transparent as possible, and hence, to include a detailed break-up of the total quote. In case the bidder feels that additional tables, which indicate break-up of additional line-items, would improve transparency, the bidder may kindly do so.*

Table Q.1 -Summary Table

Note: This table summarises all the price quotations which are to be submitted in subsequent tables. This table asks for the item-wise / product-wise totals; while the following tables divide the project according to inputs of manpower, hardware, software and cloud procurements. The product-wise totals should match input-wise totals. Hence, the total quoted cost in the summary table should match the total quoted cost as arrived upon from the details table.

Sl. No.	Item	Total Price	Tax Rate	Taxes (wherever applicable)	Total cost (total price + taxes)
	Costs incurred during development phase of the project				
a)	FTSS Application (existing functionalities) - Customization / Development and database creation and Migration cost (A)				
b)	FTSS Application (new functionality: AI-ML Module) - Development / Customization and database creation (B)				
c)	DGCI&S Applications for Dissemination (Website, integrated Dashboard and Mobile App): Development, Customization & Cloud Migration (C)				
	C.1. Break-up of (C): Website				
	C.2 Break-up of (C): Integrated Dashboard				
	C.3. Break-up of (C): Mobile app	Uploaded on CPP Portal in BoQ format only			
d)	Audit cost for all the newly developed applications (D)				
e)	Hardware & Physical Infrastructure – procurement and installation costs (E)				
f)	Campus IT Network Upgradation-Procurement and Installation Costs(F)				
	Costs incurred during maintenance phase of the project				
g)	Software Support and Maintenance Costs (for 60 months of maintenance phase of contract) (G)				
h)	Hardware & Physical Infrastructure – maintenance costs(including Campus IT network upgradation) (H)	Uploaded on CPP Portal in BoQ format only			
i)	Audit cost for all the newly developed applications during maintenance phase to be performed on yearly basis(I)				
j)	Costs to be incurred on renewal of licences (hardware and software), paid to OEMs, during maintenance phase of 60 months (J)				
k)	Others (Please specify) (K)				

266

	Total Cost	

The Total Cost as mentioned in the last row of Table Q.1 shall be used for Financial evaluation, as stated in Section 2, Instruction to bidders under the sub-heading "Evaluation of Commercial Bids".

Bidders are also required to submit the following details / break-up of the financial quote.

Detailed Financial Tables for work carried out during the development phase of the project

Note : The total value should add from Sl No a to f of Table Q1 above

Table Q.2 (Skilled manpower for development phase)
Note: Here the bidders are required to fill-in the details regarding manpower to be deployed for the project related to (a),(b),(c) of Q.1 above.and their unit rate, estimated time for which they will work in the project.

No	Name and Designation of Staff	Staff input in Months	Man-month rate (inclusive of all taxes)	Cost of Staff (inclusive of all taxes)
(1)	(2)	(3)	(4)	(5) = (3) x (4)
1				
2				
…				
N				
Total Cost of Staff (inclusive of all taxes)				

Table Q.3 (Bill of Materials- Cloud Infrastructure)

267

Note: Here the bidders are required to fill-in the details regarding Bill of Materials of Cloud Infrastructure related to (c) of Q.1 above.. Bidders are required to provide MAF as per Annexure 'S'' below. Bidder will make use of Perpetual License wherever applicable.

S. No.	Description	Unit of Measurement for Pricing(Hour/Day/Month)	Unit Price (excluding taxes and all other duties) (X)	Quantity (Y)	No of Hour/Day /Month (Z)	Total Price (excluding taxes and all duties) P=(X*Y*Z)	GST (G)	Total Price (P+G)

Table Q.4 (Bill of Materials-Hardware & Accessories for "Hardware & Physical Infrastructure")

Note: Here the bidders are required to fill-in the details regarding Bill of Materials of hardware related to (e) of Q.1 above.. Bidders are required to attach Spec sheet as applicable. Bidders are required to provide MAF as per Annexure 'S'' below. Bidder will take Perpetual License wherever feasible.

SL No	Item Name	Make	Model	Warranty Period	UOM	Total Units (X)	Rate (Y)	Total (X*Y)	GST Rate	GST (Z)	Grand Total (X*Y+Z)
									Total Cost		

Table Q.4 (Bill of Materials-Hardware & Accessories for "Campus Network Upgradation")

Note: Here the bidders are required to fill-in the details regarding Bill of Materials of hardwares related to (f) of Q.1 above.. Bidders are required to attach Spec sheet as applicable. Bidders are required to provide MAF as per Annexure 'S'' below. Bidder will take Perpetual License wherever feasible.

SL No	Item Name	Make	Model	Warranty Period	UOM	Total Units (X)	Rate (Y)	Total (X*Y)	GST Rate	GST (Z)	Grand Total (X*Y+Z)
									Total Cost		

Table Q.5 (Bill of Materials-License cost of Software for "Hardware & Physical Infrastructure")

Note: Here the bidders are required to fill-in the any software details regarding Bill of Materials related to (e) of Q.1 above.. Bidders are required to attach Spec sheet as applicable. Bidders are required to provide MAF as per Annexure 'S" below. Bidder will take Perpetual License wherever feasible.

SL No	Item Name	Type of License	Total Units (X)	Rate (Y)	Total (X*Y)	GST Rate	GST (Z)	Grand Total (X*Y+Z)
							Total Cost	

Table Q.6 (Bill of Materials-License cost of Software for "Campus Network Upgradation")

Note: Here the bidders are required to fill-in the any software details regarding Bill of Materials related to (f) of Q.1 above.. Bidders are required to attach Spec sheet as applicable. Bidders are required to provide MAF as per Annexure 'S" below. Bidder will take Perpetual License wherever feasible.

SL No	Item Name	License Type	Total Units (X)	Rate (Y)	Total (X*Y)	GST Rate	GST (Z)	Grand Total (X*Y+Z)

	Total Cost	

Table Q.7 (Audit Cost)

Note: Here the bidders are required to fill Audit Cost details regarding Bill of Materials related to (d) of Q.1 above.

S. No.	Description	Audited Applications & Hardware	Unit Price (excluding taxes and all other duties) (X)	Quantity(Y)	Total Price (excluding taxes and all duties)(X*Y)	GST(Z)	Total Price (X*Y+Z)

Detailed Financial Tables for work carried out during the maintenance phase of the project

Note : The total value should add from Sl No g to k of Table Q1 above

Table Q.8 (Comprehensive AMC of Applications)

This table contains Comprehensive AMC costs related to the products that are to be developed by the bidder.This cost is related to related to (g) of Q.1 above.

[1] For example, let a software be purchased after 9 months of commencing of the project. The project is of 81 months. Then the software would be in use for 72 months, i.e., 6 years. Now, if the OEM provides a warranty of 2 years, say, then the renewal licence is to be procured only for 4 years. So, the period of AMC would be 4 years. Bidders may quote the cost only for Comprehensive AMC of 4 years, in this case.

Sl. No.	Name of Application	Yearly cost of AMC	Period of AMC	Total Cost of AMC	Reference
(1)	(2)	(3)	(4)	(5) = (3) x (4)	(6)
1.	FTSS Application (with existing functionalities)				Corresponding to Item (A) of Table Q.1
2.	FTSS Application (new functionality: AI-ML Module)				Corresponding to Item (B) of Table Q.1
3.	Website				Corresponding to Item (C.1) of Table Q.1
4.	Integrated Dashboard and other applications				Corresponding to Item (C.2) of Table Q.1
5.	Mobile app				Corresponding to Item (C.3) of Table Q.1

Table Q.9 (**Comprehensive AMC for Hardware, Software, Licenses etc for Hardware & Physical Infrastructure and Campus Network Upgradation**)

Note: This table contains the details of Comprehensive AMC of hardware, software, licenses etc for DC purchased from OEMs.The last column records the period for which the hardware would be under AMC. The AMC would commence after the warranty period provided by the OEM expires[3]. related to (h) of Q.1 above.

Sl. No.	Item Description	Yearly cost of AMC	Period of AMC	Total Cost of AMC	Reference
(1)	(2)	(3)	(4)	(5) = (3) x (4)	(6)
1.	AMC of Hardware & Accessories of "Hardware & Physical Infrastructure"				Corresponding to Item (H) of Table Q.1
2.	AMC of Hardware & Accessories for "Campus Network Upgradation"				Corresponding to Item (H) of Table Q.1
3.	AMC of Software, Licenses etc related to "Hardware & Physical Infrastructure"				Corresponding to Item (J) of Table Q.1

No				Corresponding to
4.	AMC of Software, Licenses etc related to "Campus Network upgradation"			Corresponding to Item (J) of Table Q.1
5.	Audit Cost			Corresponding to Item (I) of Table Q.1
5.	Any Other AMC cost(Please Mention)			Corresponding to (K) of Table Q.1

Table Q.10 (Skilled manpower for maintenance phase)

Note: Here the bidders are required to fill-in the details regarding manpower to be deployed for the project and their unit rate, estimated time for which they will work in the project etc.. during maintenance phase of 5 years corresponding to Item (K) of Table Q.1

No	Name and Designation of Staff	Staff input in Months	Man-month rate (inclusive of all taxes)	Cost of Staff (inclusive of all taxes)
(1)	(2)	(3)	(4)	(5) = (3) x (4)
1				
2				
…				
N				
Total Cost of Staff (inclusive of all taxes)				

Detailed Operational Expense for work carried out during the maintenance phase of the project

Table Q.11 (Bandwidth Consumption Cost)

Note: Here the bidders are required to fill-in the details related to Bandwidth consumption Egress Cost for cloud hosted applications, as per actual. Bidder has to submit Egress consumption details from CSP on quarterly basis along with Invoice. This cost should not be calculated within Q1 table above and will be payable separately with maintenance cost per quarter. Please note 1st 100 GB Egress/month will be free of cost. Any consumption below 100 Gb/month cannot be billed. All Ingress bandwidth consumption will be free of cost irrespective of consumption

S. No.	Description	1st 100 GB/month(Free)	Price/GB for post 100GB/month consumption (excluding taxes and all other duties) (X)	Quantity in GB post 100 Gb consumption (Y)	Total Price (excluding taxes and all duties)(X*Y)	GST(Z)	Total Price (X*Y+Z)

Annexure R - (Integrity Pact Format)
[To be submitted along with Technical Bid, on Organization's Letterhead]

This Integrity Pact is entered into by and between

Directorate General of Commercial Intelligence and Statistics ("DGCI&S"), having its Head Office at 565, Anandapur, Ward No. 108 Sector– 1, Plot No. 22, ECADP, Kolkata, West Bengal 700107; (herein after referred to as the "Purchaser", which expression shall unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as "Bidder" or "Contractor" which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

The Purchaser intends to award, under laid down organizational procedures, contract for Selection of System Integrator for Design, Development, Implementation and Maintenance of Foreign Trade Statistics System for DGCI&S through an open tender process and has issued RFP bearing number <RFP Number>. The Purchaser values full compliance with all relevant laws of the land, rules,

273

regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Vendor(s) Contractor(s).

To achieve these goals, the Purchaser wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1- Commitments of the Purchaser

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

    a. No employee of the Purchaser, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

    b. The Purchaser will during this tender process treat all Bidder(s) with equity and reason. The Purchaser will in particular, before and during this tender process, provide to all Bidders 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 this tender process or the Agreement execution.

    c. The Purchaser will exclude from the process all known prejudiced persons.

2. If the Purchaser obtains information on the conduct of any of its officers or employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder

1. The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.

    a. The Bidder will not, directly or through any other person or firm, offer promise or give to any of the Purchaser's employees involved in this tender process or the execution of the Agreement 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 this tender process or during the execution of the Agreement.

    b. The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.

c.   The Bidder will not commit any offence under the Indian Penal Code 1860 and or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical bids, and business details, including information contained or transmitted electronically.

d.   The Bidder of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian agents of Foreign suppliers" is placed ahead.

e.   The Bidder will, when presenting its bid, disclose all payments it has made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.

f.   The Bidder who has signed the Integrity Pact shall not approach Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2.   The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

1.   If the Purchaser has disqualified the Bidder from this tender process prior to the award according to Section 3, the Purchaser is entitled to forfeit the Earnest Money Deposit/Bid Security deposited by the Bidder.

2.   If the Purchaser has terminated the Agreement according to Section 3, or if the Purchaser is entitled to terminate the Agreement according to Section 3, the Purchaser shall be entitled to demand and recover from the Bidder Vendor the amount equivalent to Security Deposit Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

1.   The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.

2.   If the Bidder makes incorrect statement on this subject or hides any material information, the Purchaser is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6: Equal treatment of all Bidders

1.   In case of subcontracting, the Lead contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractors.

2.   The Purchaser will enter into individual Integrity Pacts with identical conditions as this one with all sub-contractors of the Vendor.

3.   The Purchaser will disqualify from the process all Bidder who do sign this Integrity Pact or violate any of its provisions.

Section 7: Criminal charges against violation Bidder/Subcontractor(s)

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

Section 8: Independent External Monitor/Monitors

1.   The Purchaser appoints _____ as Independent External Monitor for this Integrity Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.

2.   The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the bidders as confidential. The Monitor shall report to Director General, DGCI&S.

3.   The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Purchaser including that provided by the Bidder. The Bidder 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 of the Vendor.

4.   The Monitor is under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) of Vendor with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict arising at a later date, the IEM shall inform DGCI&S and recuse himself from that case.

5.   The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the Purchaser and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.

6.   As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the Purchaser and request the Purchaser to discontinue or take corrective action, or to take other 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 Purchaser within 8 (Eight) to 10 (Ten) weeks from the date of reference or intimation to him by the Purchaser and, should the occasion arise, submit bids for correcting problematic situations.

8.   If the Monitor has reported to the Purchaser, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the Purchaser has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9.   The word 'Monitor' would include both singular and plural.

Section 9– Pact Duration

1.   This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 (Twelve) months after the last payment under the Agreement, and for all other bidders, 6 (Six) months after the execution of the Agreement with the Vendor.

2.   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 the Purchaser.

Section 10 – Other provisions

1.   This agreement is subject to Indian Law, place of performance and jurisdiction is the Office of the Purchaser first above written, i.e., Kolkata.

2.   Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.

3.   Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

4.   Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs

5.   In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For & On Behalf of the Purchaser   For & On Behalf of the Bidder

     (Official Seal)   (Official Seal)

     Authorized Signatory   Authorized Signatory

     Name: Name:

     Designation: Designation:

     Place: Place:

     Date: Date:

WITNESSES:

1.

(Name and Address)

2.

(Name and Address)

Annexure 'S' - (Manufacturer Authorization Form)
(To be filled by OEM & submitted on OEM's Letter Head only)

To,

The Director General,

Directorate General of Commercial Intelligence and Statistics (DGCI&S)

565, Anandapur, Ward No. 108 Sector– 1 , Plot No. 22, ECADP,

Kolkata, West Bengal 700107

Subject: Issue of the Manufacturer's Authorisation Form (MAF)

Reference: RFP Ref. No. _____ dated _____

Sir,

We [name and address of the OEM], established and reputable original equipment manufacturers (OEMs), with factories at [addresses of manufacturing location], hereby authorise [M/s _____], our [Distributor/Channel Partner/Retailer/Others] (hereinafter referred to as bidder), to bid, negotiate, and enter into the contract with you against the aforementioned reference for the following Hardware/Software –

 {OEM will mention the details of all the proposed product(s) with their make/model.}

We undertake to provide OEM support for the offered Hardware/ Software, as mentioned

above for 7 Years of implementation & maintenance period.

We hereby certify that the given Hardware/Software will not likely be deemed End of Sale during the following 7 years of the bid submission date.

We also confirm that within the next 7 years following the date of bid submission, the given Hardware/Software will not likely be deemed to be End of-Service/Support.

In accordance with the duration of RFP , we hereby certify that we have a direct back-to-back service support agreement with the bidder. If necessary, DGCI&S can submit a support ticket directly to our helpdesk and contact us for support.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

279

Annexure 'T' – (Certificate of Compliance-No Conflict of Interest)
(To be submitted along with Technical Bid, on Organization's Letterhead)

To,

The Director General,

Directorate General of Commercial Intelligence and Statistics (DGCI&S)

565, Anandapur, Ward No. 108 Sector– 1 , Plot No. 22, ECADP,

Kolkata, West Bengal 700107

Subject: Certificate of Compliance-No Conflict of Interest

Reference: RFP Ref. No. _____ dated _____

We hereby certify and confirm that M/S {Name of the Bidder}, including all members, partners and persons associated with it or its subcontracted entity shall not have any corporate, commercial or other links, relationship or agreements regarding this project with any of the entities/persons who will be entrusted with the Implementation of the DGCI&S project under the scope of this Tender as referenced above.

(Authorized Signatory)

Name, Designation & Contact No.:

Date of Signature:

Address: _____

Seal:

Annexure 'U' - (Hardware Sizing Adequacy Letter)
[To be submitted along with Technical Bid, on Organization's Letterhead]

< To be submitted in the Bidder's letter head and should be signed by authorized signatory>

Ref. No:

To

The Director General,

Directorate General of Commercial Intelligence and Statistics (DGCI&S)

565, Anandapur, Ward No. 108 Sector– 1 , Plot No. 22, ECADP,

Kolkata, West Bengal 700107

Subject: Offer for RFP Ref. No……………. "Selection of System Integrator for Design, Development, Implementation and Maintenance of Foreign Trade Statistics System and Revamping of Campus IT Network for DGCI&S"

Dear Sir/Madam,

We _____(Bidder Name & address) have

reviewed the hardware sizing submitted and in agreement with the proposed sizing to maintain the SLA for the contract duration . We confirm that the sizing is adequate and will meet the requirements of the DGCI&S business process as stated in the RFP.

However, in the instance of the solution not working as per the SLA and response time mentioned in

the RFP, we will augment the solution at no additional cost to the DGCI&S

Authorized Signatory Name Designation Office Seal

Place:

Date:

Annexure 'V' - (Undertaking on Knowledge Transfer & Exit Management)
[To be submitted along with Technical Bid, on Organization's Letterhead]

< To be submitted in the Bidder's letter head and should be signed by authorized signatory>

Ref. No:

To

The Director General,

Directorate General of Commercial Intelligence and Statistics (DGCI&S)

565, Anandapur, Ward No. 108 Sector– 1 , Plot No. 22, ECADP,

Kolkata, West Bengal 700107

Tender Ref : <RFP No> and <date>

Sub: Undertaking on Exit Management and Transition

Dear Sir,

I/We hereby undertake that at the time of completion of our engagement with the DGCI&S, either at

the End of Contract or termination of Contract before planned Contract Period for any reason, we shall

successfully carry out the knowledge transfer & exit management and transition of this Project to DGCI&S or to an agency identified by DGCI&S to the satisfaction of the DGCI&S. I/We further undertake to complete the process of knowledge transfer & exit management as laid out in the Section 11 of the RFP.

I/We also understand that the Exit management and transition will be considered complete on the basis

of approval from DGCI&S.

Yours faithfully,

(Authorized Signatory)

Name, Designation & Contact No.:

Date of Signature:

Address: _____

Seal:

Annexure 'W' - (Format of Pre-Bid Queries to be submitted by the Bidder)

To be e-mailed in scanned .doc format

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Section	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder

Following persons are hereby authorized to attend the Pre-Bid Meeting for the tender mentioned above on behalf of _____ (Bidder) in the order of preference given below.

Sr.	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-Proposal opening. An alternate representative shall be permitted when regular representatives cannot attend.

2. Permission to enter the hall where the pre-Proposal conference is conducted may be refused if authorization as prescribed above is not submitted.

Yours faithfully,

(Authorized Signatory)

Name, Designation & Contact No.:

Date of Signature:

Address & Seal: _____

Annexure 'X' – Terms & Conditions-Compliance

[To be submitted along with Technical Bid, on Organization's Letterhead]

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Bidder's Reference No & Date:

Note to Bidders: Fill up this Form regarding Terms and Conditions in the RFP Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your Proposal in this regard.

Sl. No.	Ref of RFP Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the RFP Document, except those mentioned above. If mentioned elsewhere in our Proposal, contrary terms and conditions shall not be recognized and shall be null and void.

……………………..

(Signature with date)

………………………..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

………………………………………..

………………………………………..

[name, address, and seal of Bidder]

Annexure 'Y' – Checklist for Bidder

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Bidder's Reference No & Date:

RFP Document No _____; RFP Title :_____

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Annexure 'A' - (Bidder Information)	
2.	Annexure 'B' - (Bidder Financial Details)	
3.	Annexure 'C' - (Minimum Eligibility Criteria)	
4.	Annexure 'D' - (Technical Bid Covering Letter)	
5.	Annexure 'E' - (Technical Bid Format)	
6.	Annexure 'F' - (Letter of Competence Format)	
7.	Annexure 'G' - (Service Level Agreement)	
8.	Annexure 'H' - (Confidentiality–cum–nondisclosure agreement)	
9.	Annexure 'I' - (Resolution / Escalation matrix)	
10.	Annexure 'J' - (Non-Blacklisting Declaration)	
11.	Annexure 'K' - (Format of Bank Guarantee)	
12.	Annexure 'L' - (CV of Key Personnel)	
13.	Annexure 'M' - (Project Citation Format)	
14.	Annexure 'N' - (Deviations)	

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
15.	Annexure 'O' - (Financial Bid Covering Letter)	
16.	Annexure Q - (Financial Bid Format)	
17.	Annexure R - (Integrity Pact Format)	
18.	Annexure 'S' - (Manufacturer Authorization Form)	
19.	Annexure 'T' – (Certificate of Compliance-No Conflict of Interest)	
20.	Annexure 'U' - (Hardware Sizing Adequacy Letter)	
21.	Annexure 'V' - (Undertaking on Knowledge Transfer & Exit Management)	
22.	Annexure 'X' – Terms & Conditions-Compliance	
23.	Annexure 'Y' – Checklist for Bidder	
24	Annexure 'Z'- Certification by Prospective Arbitrators	

Annexure 'Z' – Certification by Prospective Arbitrators

(Ref Clause 10.9)

To

The Director General,

Directorate General of Commercial Intelligence and Statistics (DGCI&S)

565, Anandapur, Ward No. 108 Sector– 1 , Plot No. 22, ECADP,

Kolkata, West Bengal 700107

Certification by Prospective Arbitrators

1.   Name:_____

2.   Contact Details:_____

3.   I hereby certify that I am a retired officer of *[Name of Organisation]* retired as_____in_____grade.

4.   I have no past or present relationship concerning the subject matter in dispute, whether financial, business, professional or another kind.

Or

I have past or present relationships concerning the subject matter in dispute, whether financial, business, professional or another kind. The list of such interests is as under:------

5.   I have no past or current relationship/ interest, financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 amended from time to time.

Or

I have past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 as amended from to time. The details of such a relationship or interest are as under:-----------

6.   No concurrent circumstances are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months.

Or

Some circumstances will likely affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months. The list of such circumstances is as under:--------------

(Signature)

(Name & Designation)

Annexure 'AA' - (No Claim Certificate)

< To be submitted at the end of contract in the Bidder's letter head and should be signed by authorized signatory>

Ref. No:

To

The Director General,

Directorate General of Commercial Intelligence and Statistics (DGCI&S)

565, Anandapur, Ward No. 108 Sector– 1 , Plot No. 22, ECADP,

Kolkata, West Bengal 700107

Tender Ref : <RFP No> and <date>

Sub: Contract Agreement no. ---------------- dated --------------for Design, Development, Implementation and Maintenance of Foreign Trade Statistics System and Revamping of Campus IT Network for DGCI&S

Dear Sir,

We have received the sum of Rs. (Rupees _____only) as final settlement due to us for Design, Development, Implementation and Maintenance of Foreign Trade Statistics System and Revamping of Campus IT Network for DGCI&S under the above-mentioned contract agreement & tender ref. We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us. We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against DGCI&S, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

(Authorized Signatory)

Name, Designation & Contact No.:

Date of Signature:

Address: _____

Seal: