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RFP Reference No.: XXXX

Request for Proposal (RFP) for Selection of Service Integrator for IT Facility Management Services comprising of Comprehensive Annual Maintenance Contract (AMC) and Facility Management Services (FMS) for Data Centre & Disaster Recovery site at Directorate General of Commercial Intelligence and Statistics

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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 Service Integrator for IT Facility Management Services comprising of Comprehensive Annual Maintenance Contract (AMC) and Facility Management Services (FMS) for Data Centre & Disaster Recovery site at Directorate General of Commercial Intelligence and Statistics”**.

The Directorate General of Commercial Intelligence and Statistics (DGCIS), M/o Commerce and Industry, intends to select a Service Integrator for outsourcing of its Facility Management Services comprising of Comprehensive Annual Maintenance Contract (AMC) and Facility Management Services (FMS) for Data Centre & Disaster Recovery site for a period of 2 years on TCO basis.

With this intension, 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 participants as per the QCBS criteria mentioned in the RFP document.

All Interested Service Providers 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

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

All Bidders satisfies the eligibility and qualification criteria mentioned in RFP, shall participate in the bidding process.

Tender Information Summary (TIS)

1.0 Basic Tender Details			
Tender Title/ Name of Assignment	Selection of Service Integrator for IT Facility Management Services comprising of Comprehensive Annual Maintenance Contract (AMC) and Facility Management Services (FMS) for Data Centre & Disaster Recovery site at Directorate General of Commercial Intelligence and Statistics		
Tender Reference Number	RFP No./ XXXX	Tender ID	[Fill]
Tender Type	RFP - Open Tender	Tender Category	Goods & Services
No. of Covers	Two Cover	Product Category	Electrical Goods/Equipment & Information Technology Services
Selection	QCBS	Appointing Authority for	HoD / DG, DGCI&S

Method		Arbitration	
¹ Form of BOQ/ Contract	<i>[Mention as appropriate - Time-based (inputs admeasurement) or Lumpsum or Unit-Rate (Output admeasurement) or Percentage-Based]</i>		
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	<i>As per CPP portal</i>	Proposal Validity (Days from the date of Proposal Opening)	180 Days
Document Download Start Date & Time	<i>As per CPP portal</i>	Document Download End Date & Time	<i>As per CPP portal</i>
Clarification Start Date & Time	<i>As per CPP portal</i>	Clarification End Date & Time	<i>As per CPP portal</i>
Proposal Submission Start Date & Time	<i>As per CPP portal</i>	Proposal Submission Closing Date & Time	<i>As per CPP portal</i>
Proposal Opening (techno-commercial Proposal) Date & Time	<i>As per CPP portal</i>		
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	24 Months		
Service Details:	AS per Section 3 of RFP		

4.0 Obtaining the RFP Document and clarifications

I/1278/2024

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	<i>As per CPP portal</i>		
Place, time, and date before which Written queries for the Pre-Proposal conference must be received	<i>As per CPP portal</i>		
Place, time, and date before which registration of participants for the Pre-Proposal conference must be received	<i>As per CPP portal</i>		
6.0 Preparation and Submission and Opening of Proposals			
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 and Performance Security			
Bid Security (EMD) Amount in INR:	Rs 3000000	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:	Service Level Agreement and Penalty
Section 5:	Bid Evaluation Methodology
Section 6:	Financial Terms and Conditions
Section 7:	General Terms and Conditions
Section 8:	Annexures Format

Glossary

Abbreviation	Description
DGCIS	Directorate General of Commercial Intelligence and Statistics
DC	Data Centre Site
DR	Disaster Recovery Site
RTO	Recovery Time Objective
RPO	Recovery Point Objective
ITD	Information and Technology Department
PSU	Public Sector Unit
TCO	Total Cost of Ownership
RFP	Request for Proposal

PBG	Performance DGCIS Guarantee
AMC	Annual Maintenance Cost
CAMC	Comprehensive Annual Maintenance Cost
ITIL	Information Technology Infrastructure Library

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.

Section 1

Introduction

Introduction

The Directorate General of Commercial Intelligence and Statistics (DGCIS), M/o Commerce and Industry, is the premier organisation for compilation and dissemination of all trade related statistics of India. For this huge task, over time, it has created a Data Centre (DC) and a Data Recovery (DR) centre and has been implementing IT solutions through software packages written and maintained by its own officers.

1.1 Project Background and Objective

The Directorate General of Commercial Intelligence and Statistics (DGCIS), M/o Commerce and Industry, intends to select a Service Integrator for outsourcing of its Facility Management Services comprising of Comprehensive Annual Maintenance Contract (AMC) and Facility Management Services (FMS) for Data Centre & Disaster Recovery site for a period of 2 years on TCO basis with the following objectives and envisaged outcomes that the successful bidder 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
- ✓ Observe best practices required to Operate, Maintain, Manage, Support and Service
- ✓ Help DGCIS to focus on the core business activities, service delivery to its customers &

administration.

- ✓ Help DGCIS in freeing from the problems relating to vendor management, infrastructure, security, and performance management.
- ✓ Incorporate/adhere the security including data security as well as cyber security and Interoperability guidelines issued by DGCIS during the contract.
- ✓ Reduce costs of Infrastructure Monitoring and Management for DGCIS.
- ✓ Ensure compliance to the audits and the observations of regulatory bodies.
- ✓ Provide effective FMS as per the detailed scope defined in this RFP document.

Section 2 Instruction to Bidders

Instruction to Bidders

2.1 General

- This 'RFP Document' Document (hereinafter referred to as 'the RFP Document') details the terms and conditions for entering a contract for delivery of the **“Selection of Service Integrator for IT Facility Management Services comprising of Comprehensive Annual Maintenance Contract (AMC) and Facility Management Services (FMS) for Data Centre & Disaster Recovery site at Directorate General of Commercial Intelligence and Statistics “**
- '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 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.
- 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.
- 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.
- No binding legal relationship will exist between any of the Bidders and DGCI&S until execution of a contractual agreement.

- 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.
- 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.
- Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- DGCI&S reserves its right to accept or reject any or all Proposals, abandon/ cancel the Procurement Process, and issue another 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).
- 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.
- Bidders are required to direct all communications related to this RFP and Pre-bid queries, through the nominated Single Point of Contact (SPOC) persons, 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

- 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.

- 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.
- 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.
- 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.
- 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).
- 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.
- 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.
- The bids qualify the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualify both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Financial Evaluation.

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 "Selection of Service Integrator for IT Facility Management Services comprising of Comprehensive

Annual Maintenance Contract (AMC) and Facility Management Services (FMS) for Data Centre & Disaster Recovery site at Directorate General of Commercial Intelligence and Statistics”.

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’.

4) Section 4: 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’.

5) Section 5: 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.

1) Bidders must also fillup Annexure A: ‘Bidder Information’, Annexure B : Bidder Financial Details

, Annexure C: ‘Minimum Eligibility Criteria’, Annexure F: ‘Letter of Competence Format’, Annexure M: ‘Project Citation Format’, Annexure S: ‘Manufacturer Authorization Form’.

6) Section 6: Financial Terms & Conditions

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

7) Section 7: 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.

8) Section 8: 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 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.

2.5 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

2.6 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.

2.7 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.

2.8 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.

2.9 Bid Currency

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

2.10 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.

2.11 Earnest Money Deposit (EMD)

The bidder shall have to Deposit of EMD Rs. 3000000/- (Thirty Lakhs 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.

2.12 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 24 + 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 24 months, the Bidder has to re furnish / extend the PBG with new validity as per terms and condition of point e above.

2.13 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.

2.14 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

- 2) Annexure A: Bidder Information
- 3) Annexure B : Bidder Financial Details
- 4) Annexure C: Minimum Eligibility Criteria
- 5) Annexure D: Technical Bid Covering Letter
- 6) Annexure E: Technical Bid Format
- 7) Annexure F: Letter of Competence Format
- 8) Annexure G: Service Level Agreement
- 9) Annexure H: Confidentiality cum non-disclosure Agreement
- 10) Annexure I : Resolution & Escalation Matrix
- 11) Annexure J: Non Blacklisting Declaration
- 12) Annexure O: Financial Bid Covering Letter
- 13) Annexure M: Project Citation Format
- 14) Annexure N: Deviations/Reservations/Omissions
- 15) Annexure P: Comments and Suggestions on the Scope of Work
- 16) Annexure R: Integrity Pact Format
- 17) Annexure S: Manufacturer Authorization Form
- 18) Annexure T: Certificate of Compliance-No Conflict of Interest
- 19) Annexure U: Hardware Sizing Adequacy Letter
- 20) Annexure V: Undertaking on Knowledge Transfer
- 21) Annexure X: Terms & Conditions Compliance
- 22) Annexure Y: Checklist to Bidder
- 23) 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.

2.15 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.

2.16 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/>.

2.17 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.

2.18 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.

2.19 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.

2.20 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.

2.21 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 2.14 and 2.15 and in case of conflict the clause 2.14 and 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.

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.

2.22 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).

2.23 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.

2.24 Payments

The usual payment term is specified in Section 6 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.)

2.25 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.

2.26 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. The Services offered are not eligible as per the provision of this tender.
- v. The Bidder has quoted conditional Proposals or more than one Proposal or alternative Proposals.
- vi. The Proposal validity is shorter than the required period.
- vii. The Proposal departs from the essential requirements stipulated in the bidding document;
- viii. The Bidder has quoted 'Nil' Service charges/ margin over the minimum wages in Personnel Deployment Schedule.
- ix. Non-submission or submission of illegible scanned copies of stipulated documents/ declarations
- x. Furnishing wrong and/ or misleading 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 5 of this RFP document. The financial 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 70 and 30, respectively.
- c) The evaluation on commercial quote shall be only on the total cost (including fixed & transactional component).
- d) 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.
- e) 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.
- f) 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
- g) 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.
- h) If the financial Proposal is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

2.27 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.

2.28.1 Technical Negotiation

The negotiations include discussions of the Scope of Work and 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.

2.28.2 Financial Negotiation

The Financial negotiations include clarifying the Bidder's tax liability and how it should be reflected in the Contract. 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.

2.28.3 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.

2.28 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.

2.29 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.

2.30 Revelation of Prices

The prices in any form or by any means 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.

2.31 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.

2.32 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.

2.33 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.

2.34 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.

2.35 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.

2.36 Intellectual Property Rights

The Bidder warrants that in the event of its selection as the Service 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.

2.37 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.

2.38 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.

2.39 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 Annexure K 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.

2.40 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) 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.
- d) No third-party information (RFPs, evaluation results) can be sought or included in the response.
- e) 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

Scope of Work

DGCIS intends to select a Service Integrator for outsourcing of its Facility Management Services comprising of Comprehensive Annual Maintenance Contract (AMC) and Facility Management Services for Data Centre & Disaster Recovery site for a period of 2 years on TCO 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
- ✓ Observe best practices required to Operate, Maintain, Manage, Support and Service
- ✓ Help DGCIS to focus on the core business activities, service delivery to its customers & administration.
- ✓ Help DGCIS in freeing from the problems relating to vendor management, infrastructure, security, and performance management.
- ✓ Incorporate/adhere the security including data security as well as cyber security and Interoperability guidelines issued by DGCIS during the contract.
- ✓ Reduce costs of Infrastructure Monitoring and Management for DGCIS.
- ✓ Ensure compliance to the audits and the observations of regulatory bodies.
- ✓ Provide effective FMS as per the detailed scope defined in this RFP document.

The following section provides an overview on the present IT Infrastructure setup at DGCIS.

Present IT Infrastructure setup at DGCIS.

DGCIS 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 DGCIS office are connected through LAN. Following provides a brief overview about DGCIS's present IT infrastructure:

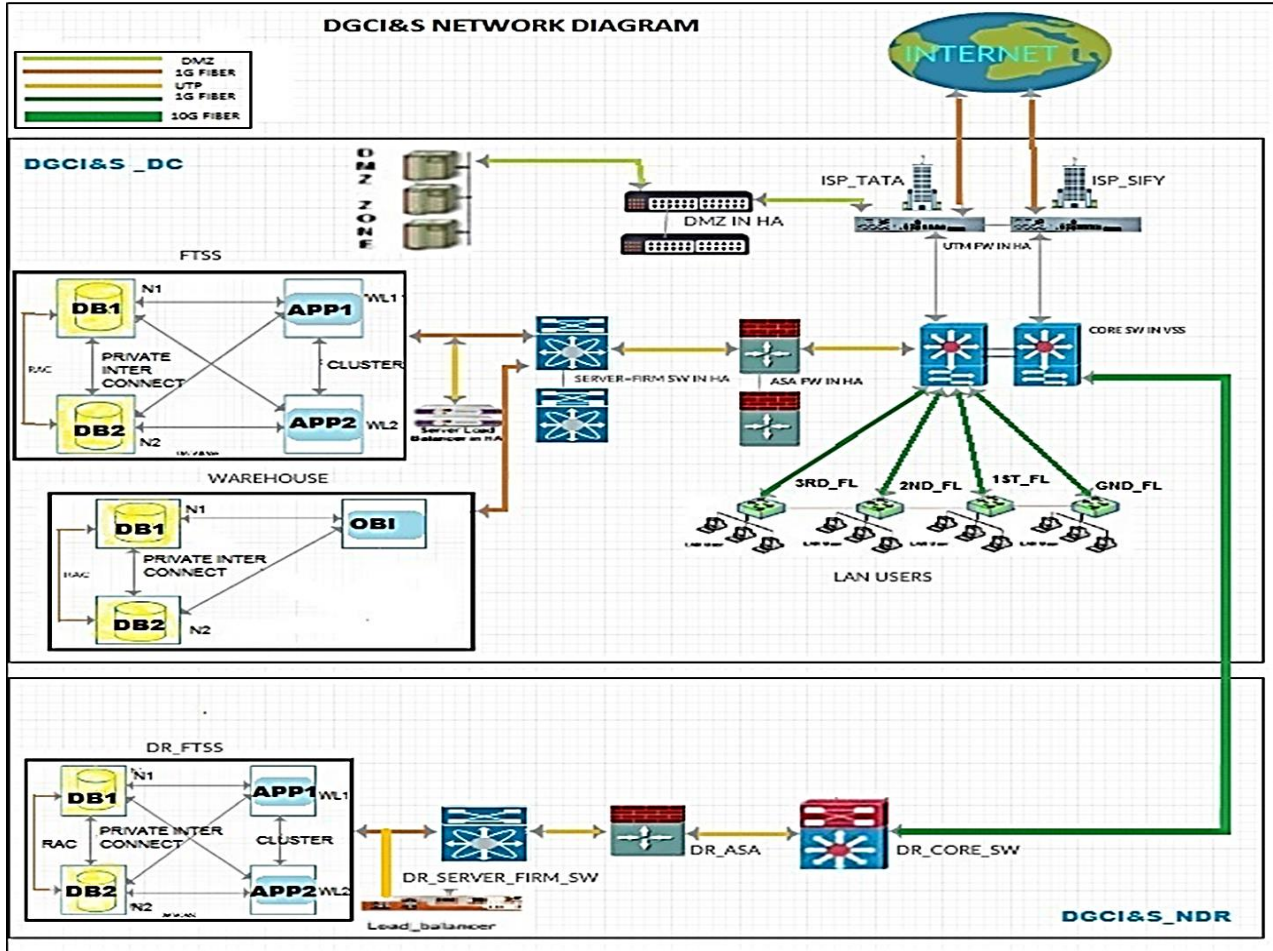
- **Core-Switch:** Core switches are backbone of whole network system of DGCI&S, It is responsible for routing and forwarding at the highest level. DC to DR connectivity is established by DC to DR site core switch, core switch is configured in VSS(Virtual Switching System) mode which provides fault tolerance 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 are 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.
- **Oracle WebLogic:** In the Application server, Oracle Forms and Reports Services are provided with Oracle WebLogic Server (Middleware), Business Intelligence Application is also running beyond WebLogic Platform (Different Server).
- **SPARC T7-1 Server:** Oracle's SPARC T7-1 server is also present which acts as a resilient system that ensures security and performance. This system is based on the SPARC M7 processor. DGCIS has four T7-1 servers for Production Environment
- **Oracle FS1-2 Storage:** The Oracle FS1-2 flash storage system delivers enterprise-grade storage capabilities that are optimized for flash media and engineered with Oracle software. DGCIS currently has two FS1-2 Storage for DC-DR environments
- **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.

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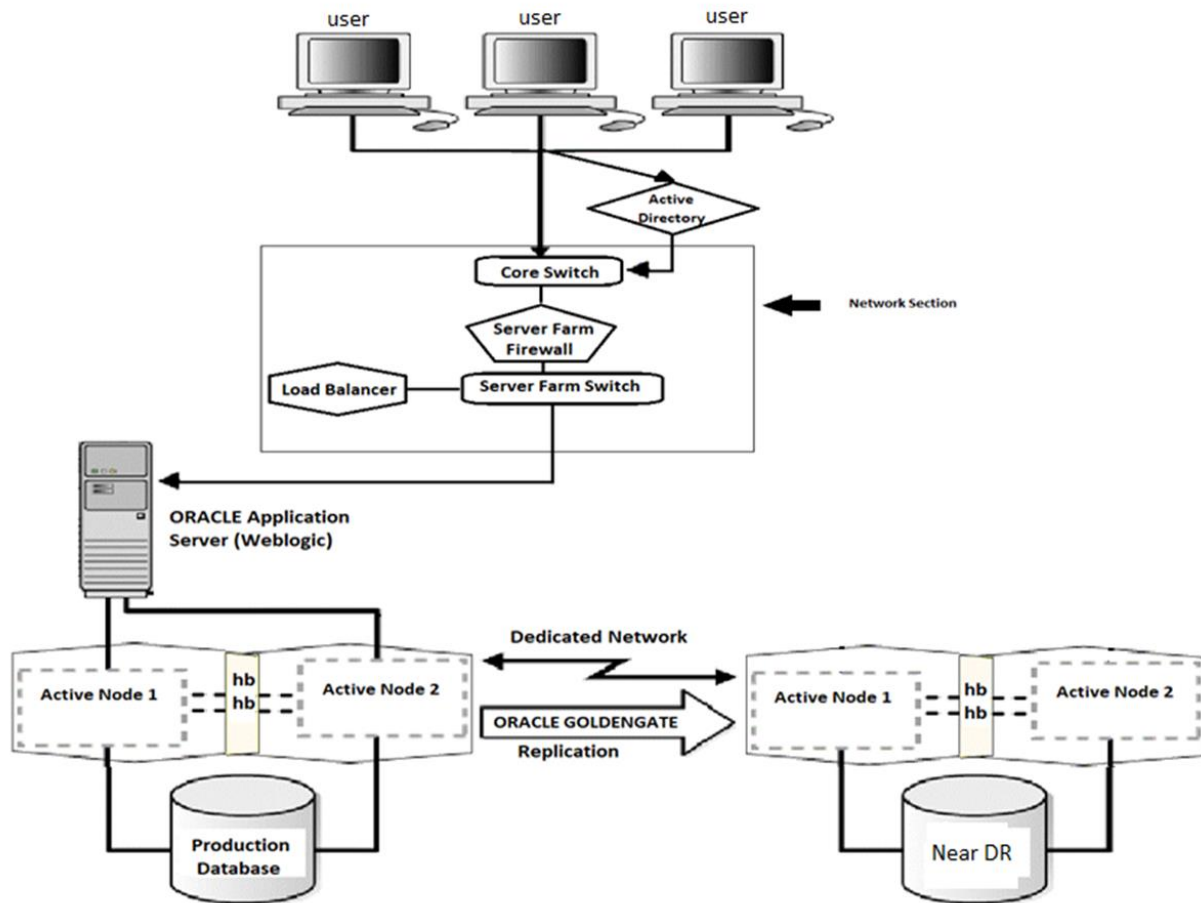
- **Brocade SAN S/W:** SAN switch is used to connect servers, storage and tape library in SAN environment.
- **LDAP:** LDAP Server is used to authenticate Internet Users.

The following diagrams provide a broad overview of the IT Infrastructure presently available in DGCIS:

IT Infrastructure Diagram (DC/DR)

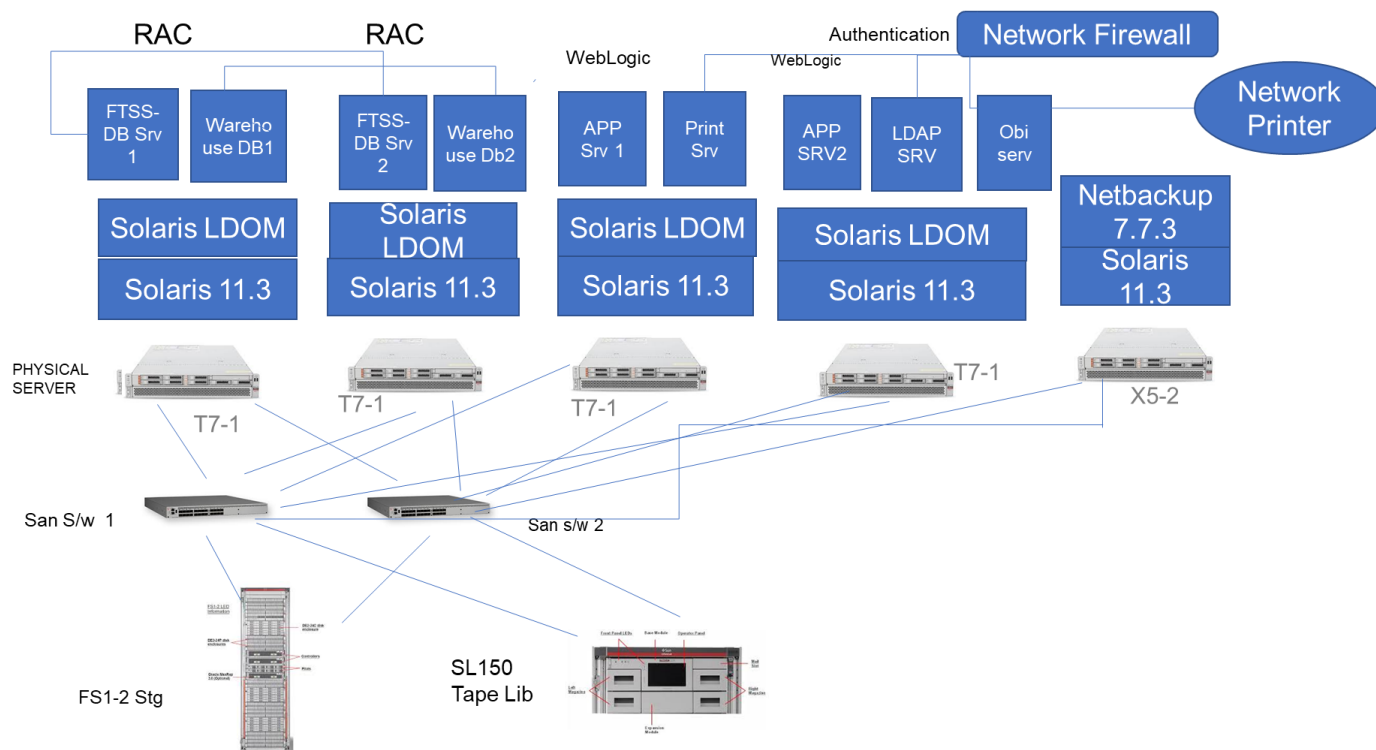


Production & Warehouse Database and WebLogic Application Server Architecture



1/12/2024

Server & Storage Architecture- DC



A. Wide Area Network

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

B. Local Area Network

In DGCIS' 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 DGCIS and are under AMC with respective vendors.

- Refer Appendix - 6 for broad list of network inventory.

C. Applications

- Refer Appendix - 6 for broad list of applications.

D. Hardware and Licensed Software

- Refer Appendix - 6 for broad list of Hardware and Licensed Software

Detailed Scope of Work

The Selected Bidder shall provide Facility Management Services including Comprehensive Annual Maintenance Services for Data Centre and Disaster Recovery Site equipment which are not covered under warranty which inter-alia include replacement of parts as and when required at DGCIS's office in Kolkata.

Facility Management Services shall be provided by the Bidder for all the equipment indicated in the Annexure irrespective of they are under AMC.

The Bidder shall submit complete details of Personnel to be deployed at DGCIS. The bidder shall carryout due-diligence, background verification and submit referral check including Police verification for all their personnel deployed at DGCIS. DGCIS reserves the right to accept/reject the proposed personnel.

Bidder shall be required to deliver all the following services and improve upon them on continuous basis throughout the project lifecycle. The scope of work includes the following items but to limited to them. The detailed scope of work is given below:

3.1. Project Management and Governance

Bidder shall follow the Project Management and Governance methodology having comprehensive set of methods, practices, and techniques to support successful delivery of the proposed project to achieve the objectives of the project. Bidder needs to focus in the following areas as part of its comprehensive Project Methodology.

- a) Aligning the project plans with DGCIS's objectives to verify the project meets DGCIS's requirements and timelines
- b) Defining project expectations, objectives, milestones, and deliverables to reduce the risk associated.
- c) Assigning direct ownership of project deliverables and dependencies with clarity and focused approach.
- d) Executing effective and flexible communication methods to bring common understanding on the status of the project.
- e) Monitoring the risk plan and executing contingency plans to minimize the impact on the project.
- f) Managing changes to scope which impact the schedule, quality and costs to align the changes with DGCIS's priorities.
- g) Continuous improvement in service delivery throughout the project lifecycle.
- h) Innovative use of the available technology to meet the expectation of DGCIS in achieving its objectives.

The Bidder shall deploy required personnel at DGCIS's premises as specified in the RFP. The Operation Team Lead cum DBA will manage the project as a whole and act as an interface between DGCIS and the Bidder during the contract period. He will be single point of contact on behalf of Bidder.

3.2. Delivery of services based on ITIL framework

The Bidder shall use ITIL based framework for the delivery of services under the project. The bidder shall submit at the start of project, detailed methodology including organizational setup, project management and transition plan which is proposed to be followed by itself for the delivery of services during the contract period using ITIL framework.

3.3. Transition Management

The Bidder shall have his team onsite for takeover from existing vendor for a minimum transition period of 14 calendar days prior to beginning of the contract. This will be treated as knowledge transfer phase and no payments will be made for this period. During this transition period, the Bidder shall maintain steady operation of all services and maintenance of current service and takeover controls and responsibility from the existing vendor. The bidder shall be required to improve and optimize on the current processes by studying and analysing the existing processes with reference to ITIL framework. The gaps in the current process shall be reported and improvement plans shall be implemented in consultation with DGCIS.

3.4. Data Centre (DC) and Disaster Recovery Site (DR) management

The broad scope of work for DC and DR infrastructure maintenance is given below:

3.4.1 The Bidder shall ensure and take necessary steps to ensure Data Centre operations and maintenance. Further, bidder shall recommend solutions, prepare documentations, and project plans to ensure:

- (i) Efficient power usage without impacting the data centre operations
- (ii) Scalability to meet future IT requirements.
- (iii) Availability and redundancy for all critical components to provide maximum uptime
- (iv) End to end security to protect against malicious attacks, theft
- (v) Monitor ongoing health of data centre equipment (such as compute, storage etc.) and detect failures

3.4.2 Maintenance of the necessary basic Infrastructure of the Data Centre equipment is provided in **Appendix - 6**.

- 3.4.3 Successful bidder will undertake Facility Management service for Data Centre Infrastructure onsite from 9 am to 7 pm Monday to Friday on every week. In case of emergency, the successful bidder shall provide support services as and when required in consultation with DGCIS. The work involves monitoring, operations and management of Data Centre Infrastructure with 98.00 % up time measured on monthly basis. All the critical calls will be attended at response time not more than 15 minutes.
- 3.4.4 To monitor, manage and troubleshoot the various components of the data centre components and to provide the first level support in case of any issues.
- 3.4.5 Selected Bidder should perform periodic Drills at Data Centre for smooth operation of Data Centre. **Reports of Drills (minimum quarterly) should be submitted to DGCIS.**
- 3.4.6 As this is a comprehensive contract, maintenance of equipment and replacement of all new original spares in original packing for proper functioning of all systems and includes all Hardware under AMC. The services consist of preventive and corrective maintenance and include carrying out necessary repairs
- 3.4.7 The Bidder shall carry out preventive and corrective maintenance activities on quarterly basis. The bidder shall maintain the LogBook for such preventive and corrective maintenance activities. For such preventive maintenance, the Bidder shall inform DGCIS prior to 3 days and undertake the activity with written consent of DGCIS. For Scheduled and Preventive Maintenance by Bidder for the Hardware /or Software /or Active /or Passive shall be done with written prior intimation to DGCIS at least 72 hours in advance.
- 3.4.8 Preventive Maintenance Activities should include the following
- a. Checking for any loose contacts in the cables & connections for the respective infrastructure and equipment.
 - b. Run diagnostics tests on respective infrastructure and equipment.
 - c. Cleaning and removal of dust and dirt from the interior and exterior of the equipment.
 - d. Ensuring that cabling diagrams are updated, whenever there are modifications.
 - e. Ensuring the management of rack space equipment as needed.
 - f. Ensuring that all Media (CD/DVD) of Software/Tools, OEM Documentation (Knowledge base), Manuals, backup tapes, disks and other media are kept properly labelled and organized in Catalogue. Carrying out and verifying back-ups consistency on regular interval.
 - g. Checking and listing all wear and tear of the equipment and site environment
 - h. Ensuring no flammable material is present.
 - i. Bidder needs to ensure cleanliness within Data centre. Data Centre need to be cleaned regularly.
- 3.4.9 Corrective Maintenance Services should include the following.
- a. AMC / troubleshooting of hardware problem of IT Infrastructure including network (active / passive) equipment's, Security and Non-IT infrastructure equipment's, UPS, Servo Stabiliser, Rack, and others and rectification of the same.

- b. Troubleshooting of problems arising in the network and resolving the same.
 - c. Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.
 - d. The Bidder shall keep a format (including registration of complaints/ problems) of corrective maintenance services and shall provide to DGCIS as and when required.
- 3.4.10 Selected bidder should maintain all the equipment as per OEM guidelines and should take corrective action suggested in preventive maintenance report. No additional payment will be made for any equipment/accessory replacement recommended by OEM i.e., **replacement of equipment and/or associated accessories should be covered under AMC itself**. In case any of the equipment attains EOS/EOL/EOSL and is not supported by OEM within the contract period, Vendor to provide support on best effort basis or alternate arrangement for that equipment without SLA.
- 3.4.11 The selected bidder shall have to maintain necessary onsite spares to ensure that the SLA is met for the entire contract period. The selected bidder should directly provide necessary Comprehensive AMC arrangement.
- 3.4.12 Component that is reported to be down should be either fully repaired or replaced by suitable temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA) till such time of permanent remedy. In case the selected bidder fails to meet these standards, penalty will be imposed, as specified in the SLA.
- 3.4.13 Selected bidder will be handed over the data centre equipment's for maintenance on AS IS condition and must maintain the same.
- 3.4.14 The selected bidder shall provide necessary manuals/documentation/Policy to provide periodical Reports of IT equipment based on standard Data Centre Practice as per ISO.
- 3.4.15 The selected bidder shall maintain time schedules on operation of the DC, monitor its smooth running of the system, observe for Alarms, and take appropriate action, perform periodical audits, maintain logs of all operations and schedule corrective action if required for smooth functioning of Data Centre. The plans for such activities must be provided to DGCIS for approval.
- 3.4.16 The selected bidder shall monitor working of all access control doors of Data Centre, monitor access card events in the access control software, monitor communication status of access doors in access control software, submission of access card event report for the client and keep record of the system.
- 3.4.17 The selected bidder shall physically monitor UPS and Racks and take corrective action for abnormality and co-ordinate with equipment supplier for immediate resolution. Bidder should report the critical events immediately and take the corrective action. The bidder should conduct periodic drills (planned) to ensure smooth working of all equipment.
- 3.4.18 The bidder shall ensure that the engineers deputed are professional, trained Engineers whose role would be to ensure overall co-ordination with the client apart from ensuring smooth functioning of the system.

3.4.19 The bidder shall facilitate various internal & external audits e.g., Security Audit, Compliance Audit, regulatory audits etc. during which coordination and information support is to be provided by the bidder and undertake compliance to the observations made during audit(s). Bidder shall also suggest and recommend infrastructural requirement, if any, to DGCIS for the purpose of giving audit compliance.

3.5. Server Administration/ Management

Bidder shall provide the server administration and monitoring service to keep servers stable, operating efficiently and reliably.

3.5.1 Administrative support for creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, and providing administrative support for print, file, and directory services.

3.5.2 Management of the usernames, roles and passwords of all the relevant subsystems, including, but not limited to servers, applications, devices, etc.

3.5.3 Setting up and configuring servers as per configurations documents/ guidelines provided by DGCIS.

3.5.4 Installation/Upgrade/re-installation of the server operating systems and operating system utilities on existing or new servers. In case of servers with OEM vendor support, bidder shall co-ordinate with the OEM vendor for the performance of such activities.

3.5.5 OS Administration including troubleshooting, hardening, patch deployment for all kind of operating systems viz. Solaris, MS Windows, UNIX, Linux etc. and Virtualization software (Solaris, VMWARE, Hypervisor, Linux etc.).

3.5.6 Managing file systems and configuration.

3.5.7 Ensure proper configuration of server parameters, operating systems administration, hardening, tuning as per the requirement of DGCIS.

3.5.8 Regular backup of servers as per backup policies of DGCIS and its restoration as and when required by DGCIS with appropriate permissions. Proper check of restorability of backup media needs to be carried out periodically as defined by DGCIS.

3.5.9 Regularly monitor and maintain a log of the performance monitoring of servers including but not limited to monitoring of CPU, disk space, memory utilization, I/O utilization, etc.

3.5.10 Regular analysis of events and logs and maintain the reports for future audit purpose.

3.5.11 Apply OS Patches and updates.

3.5.12 Installation/updating/Rollback of DGCIS's business applications based on guidelines provided by DGCIS. Period installation/updating/Rollback of business applications patches as and when released by DGCIS or Software/Hardware OEM(s). However, the patch testing shall not be the responsibility of Bidder.

3.5.13 Responsible for periodic health check of the hardware IT equipment, troubleshooting problems, analysing and implementing rectification measures.

- 3.5.14 Logical access control of user and groups on system.
- 3.5.15 Responsible for managing uptime of servers as per SLAs.
- 3.5.16 Take appropriate steps to comply with the audit observations made by various internal/ external auditors.
- 3.5.17 Inform to DGCIS about any gaps & improvement related with security, performance, organization in the current setup.
- 3.5.18 Regular BIOS & firmware upgrade of IT Infrastructure.
- 3.5.19 Depending on the nature of applications deployed, Bidder shall suggest appropriate security measures to be applied on various servers.
- 3.5.20 Installation of other software e.g., Application Server (IIS/Tomcat/JBoss/ Application Server), etc.
- 3.5.21 Installation porting & configure of SSL certificates wherever required. SSL Certificates shall be provided by DGCIS.
- 3.5.22 Co-ordinate with SSL vendor for issuing and deployment of SSL certificates.
- 3.5.23 Installation, Management including installation/ re-installation, patch deployment, maintenance including Coordination with OEM for Hardware and Software.
- 3.5.24 Up-gradation & Maintenance of Microsoft's Active Directory.
- 3.5.25 Ensuring that the security policy is maintained and updates to the same are made regularly as per ISO 27001, ISO 20000 guidelines.
- 3.5.26 Operating system hardening through appropriate configuration and patch updates.
- 3.5.27 Root domain administration by creating the root and sub-domains and setting the root level security policies such as authentication mechanisms (single/multi factor), password policies such as password length, password complexity, password expiry, account lockout policy, certificate policies, IPSEC policies etc.
- 3.5.28 Periodic reviews of domain level rights and privileges.
- 3.5.29 Preparation/updating of the new and existing Standard Operating Procedure (SOP) documents for all activities.

3.6. Database Administration (DBA) Services

Bidder will provide Database administration services including performance monitoring, performance tuning/ optimization, predictive maintenance of table spaces, log files, etc. as also administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support.

- 3.6.1 End-to-end management of databases on an ongoing basis to ensure smooth functioning of the same.
- 3.6.2 Management of changes to databases schema, disk space, storage, user roles.
- 3.6.3 Conduct code and configuration reviews to provide tuning inputs to DGCIS's IT Support Personnel in order to improve the application performance or resolve bottlenecks, if any. The code refers to the code written in the backend procedures/ packages in

- Database. The DBA will be required to review the code purely in terms of performance and syntax and not in terms of business logic.
- 3.6.4 Performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the databases.
 - 3.6.5 Management of database upgrade or patch upgrade as and when required with minimal downtime.
 - 3.6.6 Regular backups for all databases in accordance with the backup and archive policies of the DGCIS. Also conduct recovery whenever required with appropriate permissions.
 - 3.6.7 The DBA services shall be required for all the existing or new, production, development, or test database, created during the contract period at Data Centre and DR Site.
 - 3.6.8 Installation/re-installation, configuration of ORACLE software (or any other Database software) on Solaris, Linux or on any other platform deployed by DGCIS during the contract period.
 - 3.6.9 Create and maintain database required for development, testing and production environments.
 - 3.6.10 Upgradation of ORACLE (or any other Database software) database versions, patches etc. as decided by DGCIS.
 - 3.6.11 Plan for changes in the size of databases due to business growth and project implementation based on information supplied by DGCIS and reviewing plans with DGCIS on a regular basis for comment and approval.
 - 3.6.12 Performing database shutdowns and restarts, as necessary.
 - 3.6.13 Undertake tasks including managing changes to database schema, disk space, storage, user roles and privileges as per DGCIS's requirement and maintain security as per DGCIS's IT security policy.
 - 3.6.14 Performing reorganizations to optimize performance when required.
 - 3.6.15 Maintaining the databases to meet performance standards, maximize efficiency and minimize outages, as necessary and proactively reviewing database logs and alert logs and taking appropriate actions
 - 3.6.16 Maintaining, updating, and implementing database archive processes and procedures to recover from an outage or corruption in a timely manner, to meet DGCIS's BCP document and business requirements.
 - 3.6.17 Proactively providing capacity planning to prevent situations caused by lack of capacity (for example, dataset or table space capacity events, full log files etc.).
 - 3.6.18 Setting and tuning system parameters for optimum database response and functions.
 - 3.6.19 Provide performance monitoring and tuning services on the server databases.
 - 3.6.20 Building appropriate indexes, specifying large enough buffers and caches, aligning the database implementation with IT infrastructure, monitoring databases and applications, reorganizing databases, etc.
 - 3.6.21 Developing, documenting and maintaining physical database standards and procedures.

- 3.6.22 Manage database upgrade or patch upgrade as and when required with minimal downtime as per DGCIS.
- 3.6.23 Backup and restoration of databases as per DGCIS's backup policy.
- 3.6.24 Synchronization of database of DR site (Standby Database) with that of production database as per prevalent Policy of DGCIS.
- 3.6.25 Maintaining critical application databases in high availability. Management of Cluster Manager, instance monitoring/tuning, instance failover and recovery as well as cluster interconnects.
- 3.6.26 Perform general technical trouble shooting and give consultation to application development teams/vendor of DGCIS.
- 3.6.27 Deploying patches/releases/scripts/ad-hoc reports for applications (In-house/products) as advised by DGCIS's team.
- 3.6.28 Help application development teams in troubleshooting of ORACLE specific (technical) errors/ issues and ORACLE tuning.
- 3.6.29 Log support cases as necessary and effectively work with Microsoft (OEM/database service support provider)
- 3.6.30 Maintaining databases on a Storage Area Network (SAN) utilizing disk storage from various vendors.
- 3.6.31 Troubleshoots with problems regarding the databases, applications and development tools etc.
- 3.6.32 Administer all database objects, including tables, clusters, indexes, views, sequences, packages and procedures.
- 3.6.33 Performance of all database related activities for implementation and maintenance of application software.
- 3.6.34 Database License management as per OEM policies
- 3.6.35 Updating and maintenance of SOPs.
- 3.6.36 All Clusters (OS, Database, Application, etc.) will be maintained by the successful bidder.
- 3.6.37 Troubleshooting of critical database and application error
- 3.6.38 Addressing database backup issues
- 3.6.39 Oracle database binaries installation (single instance)
- 3.6.40 Oracle server health check ups
- 3.6.41 Oracle network related issues
- 3.6.42 Listener configuration issues for SQL-Net connection, Configuration of DB
- 3.6.43 Connectivity modes (dedicated and shared)
- 3.6.44 Quarterly Health Check-ups
- 3.6.45 Installing and configuring of DB monitoring tools, client SW, DB Connect and Stat Packs
- 3.6.46 Detailed analysis of DB using Stat Pack
- 3.6.47 Analysing application Server Logs
- 3.6.48 Recommendations on patching and installation
- 3.6.49 Configuration check

- 3.6.50 Monitoring hit-ratio, reloads and orientation
- 3.6.51 Monitoring table space available for storage
- 3.6.52 Checking adherence for security policy
- 3.6.53 Submission of health reports
- 3.6.54 Database re-organization
- 3.6.55 De-fragment of index and tables
- 3.6.56 Table space reorganization
- 3.6.57 Database Crash recovery
- 3.6.58 Database recovery and addressing internal errors like ORA-600/7445
- 3.6.59 Software corruption in binaries
- 3.6.60 Oracle Application server crash and repair and Database Installation. • Plain vanilla installation for oracle database

3.7. Server Virtualization Services

- 3.7.1 Installation/re-installation, Configuration, management of Server Virtualization software.
- 3.7.2 Currently, DGCIS is using Solaris11.3 for server virtualization. During contract period, DGCIS may install any other Server virtualization product which also needs to be managed.
- 3.7.3 Creation, configuration and resource allocation of guest machines (VMs) on the host servers as per DGCIS's requirements.
- 3.7.4 Deployment of OS, security patches, anti-virus and applications on the VMs.
- 3.7.5 Allocation of Logical Unit Numbers (LUNs) to VMs from SAN or any other storage box provided by DGCIS.
- 3.7.6 Ensure optimum performance and high availability of VMs making use of critical features of virtualization such as, High availability, Dynamic workload management, dynamic provisioning services etc.
- 3.7.7 Backup and restoration of host server and VMs as per DGCIS's backup policy.
- 3.7.8 Preparation of the new and updating of the existing Standard Operating Procedure documents.
- 3.7.9 Conduct regular internal audits of all deployments at Data Centre and DR Site to identify the security gaps and improvement in current setup. Finding/ recommendations, if any, may be submitted to DGCIS.

3.8. Anti- Virus (AV) Management

DGCIS is currently using REVE Aantivirus for Business Antivirus software installed on Servers and desktops across DGCIS. AV management service includes virus detection, eradication, logon administration, synchronization across servers / PCs / Laptops and

support for required security classifications. The scope of services is applicable to all current and future versions of the AV software.

- 3.8.1 Support for virus control and loading of antivirus patches/signatures as and when available.
- 3.8.2 Installation/upgrade/support of Antivirus software clients on servers/desktops.
- 3.8.3 Keep all the servers/desktops updated with latest virus definition on real time basis.
- 3.8.4 Implementation policy of automatic updation of virus definition and patches.
- 3.8.5 Based on criticality of the service for this requirement, Bidder must act on proactive basis rather than act on reactive basis.
- 3.8.6 Problem analysis and its resolution related to Antivirus.
- 3.8.7 Periodic review and reporting of logs and corrective action.
- 3.8.8 Register and update anti-virus tools periodically as per DGCIS's contract with the anti-virus tool vendor.
- 3.8.9 Must scan storage media viz. CD/DVD, Network Drives, pen drive etc. automatically in real-time when accessed.
- 3.8.10 Must scan formats supported by antivirus software.
- 3.8.11 Diagnose and rectify any virus, spam, worm problems, which can be fixed by the anti-virus tool.
- 3.8.12 Provide feedback to DGCIS on any new viruses detected or possible virus attack and take up promptly with OEM/ Support vendor for getting the vaccine and carry out the timely vaccination.
- 3.8.13 Provide Weekly and monthly proactive and reactive performance reports.
- 3.8.14 Guide/suggest DGCIS on the effectiveness of anti-virus management and alternate remedial action, if any.
- 3.8.15 Conduct regular Internal Audits to identify the best possible solution architect for DGCIS's environment so as to use resources effectively & get the same implemented with the approval of DGCIS.
- 3.8.16 Prepare and update the Standard Operating Procedure (SOP) document on the A/v deployment architecture in DGCIS.

3.9. Back Up / Restore Management

Bidder will perform backup and restore management in accordance with DGCIS's policy and 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 DGCIS's Backup Solution.

- 3.9.1 Backup and restoration of Operating System, application, databases, and file system etc. in accordance with defined process / procedure / policy.
- 3.9.2 Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.

- 3.9.3 Ensuring prompt execution of on-demand backups & restoration of volumes, files and database applications whenever required by User Departments or in case of upgrades and configuration changes to the system.
- 3.9.4 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.
- 3.9.5 Media management including, but not limited to, tagging, cross-referencing, storing (both on-site and off-site), logging, testing, and vaulting in fireproof cabinets.
- 3.9.6 Installation, re-installation, upgrade and patch deployment of the Backup Software in the event of hardware/ Software failure, OS issues, release of new version or patches by the OEM etc.
- 3.9.7 Performance analysis of infrastructure and rework of backup schedule for optimum utilization.
- 3.9.8 Generation and publishing of backup reports periodically.
- 3.9.9 Re-cycling of off-site tapes from the Off-site backup location (Kolkata) as identified by the DGCIS.
- 3.9.10 Coordination for maintaining inventory of offsite tapes (at Kolkata).
- 3.9.11 Tape/ LTO library management - loading and unloading tapes, etc.
- 3.9.12 Coordinating to retrieve off-site media for in the event of any disaster recovery.
- 3.9.13 Forecasting tape requirements for backup.
- 3.9.14 Ensuring failed backups are restarted and completed successfully within the backup cycle.
- 3.9.15 Periodic Restoration Testing of the Backup.
- 3.9.16 Interacting with Process Owners in developing/maintaining Backup & Restoration Policies / Procedures.
- 3.9.17 Guide/suggest DGCIS for improvement/optimization of the existing backup/ restore policy.
- 3.9.18 Coordination with Backup Solution hardware / software vendor for resolution of problems as per SLA.
- 3.9.19 Maintain log of backup/restoration.
- 3.9.20 Update/ Maintain Standard Operating Procedure (SOP) documents.

3.10. Storage Administration and Management

- 3.10.1 Installation and configuration of the storage system at Data Centre and DR Site, as and when procured by DGCIS.
- 3.10.2 Management of storage environment to maintain performance at desired optimum levels.
- 3.10.3 Development of storage management policy, configuration and management of disk array, storage virtualization, SAN fabric / switches, NAS, tape library, etc.
- 3.10.4 Configuration of SAN whenever a new application is hosted in the Data Centre or at DR Site. This shall include activities such as management of storage space, volume, RAID

configuration, LUN, zone, security, business continuity volumes, NAS, performance, etc.

3.10.5 Preparation of Standard Operating Procedure (SoP) document for the Storage Administration.

3.11 Security Administration Services

Bidder shall be responsible for physical and electronic protection of data: access control, intrusion detection, virus protection, self-audit, incident response, security engineering, development and implementation of security policies and procedures, monitoring of logs of network / security devices / servers etc.

The Bidder must carry out tasks related to security devices (current and proposed to be added by DGCIS) independently. If required, for servers, network, AV etc. has to coordinate with service providers and ensure that all the devices are secured, and entire DGCIS computing environment is protected.

3.11.1 Write and implement the policies to govern an organization's network environment and the systems that are connected to it.

3.11.2 Protect the entire network from malicious entities such as hackers, viruses, spyware etc.

3.11.3 Ensure the security of traffic that passes through the network.

3.11.4 Identify threats and work to create steps to defend against them

3.11.5 Defend systems against unauthorized access, modification and/or destruction

3.11.6 Upgrade, diagnose, manage and maintain IDS/IPS, Firewalls, Web Gateway Security and other Security / Network equipment added time to time by DGCIS.

3.11.7 Apply operating system updates, signatures, patches and make configuration changes to tighten security. For servers, network devices to coordinate with respective teams.

3.11.8 Implementation / management of various security solutions as and when procured by DGCIS.

3.11.9 Analyse current security requirements and make suggestions for improvements based on DGCIS IT Security policy and Industry best practices.

3.11.10 Designing architecture, configuration and management of security for online applications and services hosted or proposed to be hosted by DGCIS.

3.11.11 Installation of security solutions and coordination with various teams during hosting of online services.

3.11.12 Implementation of various security measures, which DGCIS proposes to implement during the period of this contract.

3.11.13 Hardening of network & security devices, various operating systems on servers etc. For network devices, servers and operating systems assisting the respective teams for carrying out the same.

3.11.14 Continuous monitoring of logs generated by various network/security devices and coordinating with other teams for monitoring of logs generated by other systems.

- 3.11.15 Find security gaps by performing routine audits of hardware and software entities on the network and closing those gaps.
- 3.11.16 Respond to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.
- 3.11.17 Coordination with Information Security auditors during audit of systems.
- 3.11.18 One-time Documentation of all the policies, security architecture etc. across the systems and periodic review and upgrade.
- 3.11.19 Documents and provide upgrade to all information security policies and processes.
- 3.11.20 Maintain an inventory of security devices, servers and other access devices that are attached to the Network by coordinating with various teams.
- 3.11.21 Notify the responsible DGCIS IT support personnel of any suspected incidents in a timely manner, and investigation of incidents / blocking them.
- 3.11.22 Perform vulnerability and penetration tests across all network segments as and when DGCIS engages them.
- 3.11.23 Manage and implement all network security processes and maintain proper reports for same.
- 3.11.24 Ensuring that the security policy is maintained and updates to the same are made regularly as per ISO 27001, ISO 20000 guidelines.
- 3.11.25 Implementation of IT security policies, Rules and other security configuration including configuration of firewalls as advised by DGCIS from time to time.
- 3.11.26 Advise DGCIS in improving network/ security to protect DGCIS's data / information from both internal and external persons/attack.
- 3.11.27 Maintenance and management of security devices, including, but not limited to maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting email gateways, firewalls, servers, from viruses.
- 3.11.28 Resolution and restoration of services in case of any possible attack and necessary disaster management.
- 3.11.29 Alert/advise DGCIS about any possible attack / hacking of services, unauthorized access / attempt by internal or external persons etc.
- 3.11.30 Ensure that network equipment, servers and other computing devices are physically secure.
- 3.11.31 Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats for related software.
- 3.11.32 Configuration backups for all security devices and time synchronization.
- 3.11.33 Implementing SSL, VPN, IPSEC etc.
- 3.11.34 Provide a well-designed access management system, security of physical and digital assets, data and network security, backup and recovery etc.

3.12 Internet Management

3.12.1 Internet

- a. Monitoring of Internet links and co-ordination with ISP for restoration of failed link(s).
- b. Coordinating with Internet service provider for carrying out configuration changes as and when required by DGCIS.
- c. Coordinating with Internet service provider for carrying out configuration changes, additional hardening etc. as and when observed by DGCIS.
- d. Implementation of Internet links in coordination with ISP as and when procured by DGCIS.
- e. Periodic monitoring of internet links for bandwidth utilization.
- f. Coordination with internet service providers for hardening of routers.
- g. Maintenance of daily/weekly/monthly uptime report.
- h. Coordination with third party for management of external DNS entries.

3.12.2 Load balancers

- a. Installation/Configuration/re-installation/Management/Hardening of load balancers. Support of OEM to be taken during configuration.

3.12.3 Others

- a) Backup, Up-gradation and restoration of OS/configuration/logs of the device.
- b) Create/ update the Standard Operating Procedure (SOP), hardening, Internet access Policy document etc.
- c) Implementation of various audit observations.
- d) Server, Storage, SAN Switch, Storage & Tape Library monitoring , administration and configuration.
- e) Solaris OS administration & User Management Solaris and other OS
- f) LDOMs Administration & Management Solaris and other OS
- g) Virtual Service Administration Solaris and other OS
- h) File System & Disk administration of Solaris and other OS
- i) Checking & clearing junk processes of Solaris and other OS
- j) Server Management & Troubleshooting of Solaris and other OS
- k) Patch & Image Packaging System Management of Solaris and other OS.
- l) Config, Zone & Alias Administration of Storage
- m) SAN Switch Administration and configuration
- n) Storage Administration and configuration
- o) Configuration of Storage Disk, Disk Group, Hosts, Volume Administration.
- p) Management & Troubleshooting of SAN switch and Storage
- q) DNS Server Administration with Forward lookup zone & Reverse Lookup zone administration.

- r) Installing and implementing of security patches
- s) Ensuring uptime of Server, Storage, SAN Switch & other devices
- t) Raising Hardware replacement request with OEM in case of hardware fault
- u) Preparing daily call/performance report
- v) Log collection & checking of all devices
- w) Uptime & Utilization report preparation for the devices
- x) Stop/Disable un-used services in Solaris Operating System

3.13 Network

Following is the brief scope in this regard;

3.13.1 Configuration Management

- a. Configuration of L2 and L3 switches for administration, VLAN creation, hardening etc.
- b. Hardening of routers (DGCIS's own)
- c. Installation & Upgrade of IOS on switches / routers (DGCISs own) as and when required by DGCIS without extra cost.
- d. Changing network, security, server , storage, backup etc. configuration based on DGCIS requirement
- e. Configuration of routers/switches with syslog server / SIEM tool for log shipment.
- f. Configuration of switch port security (binding MAC address with port).
- g. Network Monitoring including active and passive components,
- h. Incorporating needed updates and implementing security.
- i. Placing E-Mail & internet filters and ensuring uptime for all network devices.
- j. Raising call with ISP and coordination till the issue is resolved for WAN.
- k. Raising Hardware replacement request with OEM/service provider in case of hardware fault. Preparing daily call report.
- l. Taking Backup for all network devices with customer concern.
- m. Applying upgrade/security Patch for Network devices.
- n. Log checking of all updates.
- o. Uptime report preparation for network devices.
- p. Configuration assessment and report preparation of all devices.
- q. Preventive maintenance activity for all the networking devices.
- r. Backup and restoration of configuration as and when required.

3.13.2 Reporting

- a. Maintenance of daily/Weekly and monthly uptime/downtime report.
- b. Collection of monthly uptime/downtime report from internet service provider.
- c. Periodic forwarding of uptime/downtime report to DGCIS .

- d. Report shall submit in the form of pdf, word, excel etc. format as agreed.
- e. Backup, Antivirus report shall submit on weekly basis.
- f. Server, Storage, Network and Security and other active equipment uptime report shall submit on monthly basis.

3.13.3 Others

- a. Maintaining / Updating the WAN/LAN diagram at DC and DR
- b. Maintaining / updating inventory of network hardware along with interfaces, IP address, IOS version etc.
- c. Backup of configuration files as per backup policy of DGCIS and during any configuration changes etc.
- d. Labelling of all the cables, MUX, Patch Panels etc, at DC and DR.
- e. Re-arranging of network equipment in the same / different rack at DC and DR.
- f. Maintaining / Updating of SOP, hardening documents etc.

3.14 Patch Management Services

- 3.14.1 Install and test patches and updates in Test environment. Test environment to be provided by DGCIS. Wherever, test environment is not available, the patches need to be applied first in Development / UAT / DR environment and thereafter at production environment after approval from DGCIS.
- 3.14.2 Install / implement security measures / patches based on approval from DGCIS
- 3.14.3 Roll back if acceptance fails.
- 3.14.4 Take necessary approval from DGCIS for shutdown, if required, for patch or update implementation.
- 3.14.5 Raise Change Management for deployment of patches or updates.
- 3.14.6 Schedule shutdown of production system and inform users.
- 3.14.7 Implement patches as per approved deployment strategy.
- 3.14.8 Follow up and co-ordinate with OEM for patch deployment on devices.
- 3.14.9 Root Cause Analysis (RCA) for Security incidents.
- 3.14.10. Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the service.

3.15 Disaster Recovery (DR) Site Management services

- 3.15.1 Currently DGCIS has a DR Site at its Kolkata Office with necessary infrastructure.
- 3.15.2 Critical Application servers are synchronized with DC Servers by applying the application releases/patches/updates. Databases of these Applications are

synchronized by sending and applying the archive logs to respective databases at DR Site at regular intervals.

3.15.3 Periodic Business Continuity Plan (BCP) testing/DR Live operations are conducted (quarterly) to re-assess the effectiveness of the DR site. DR Live operation involves the users carrying out their normal business operations from DR site for a specific period decided by DGCIS.

3.15.4 In the event of any disaster or for DR Live operations, Activation and de-activation of DR Site is the responsibility of Bidder. Bidder are required to perform their roles and duties as prescribed in the guidelines given by DGCIS from time to time.

3.15.5 Normal Operations

- a. Performing all the activities as mentioned in the document for DC operation will also be required to be performed for DR Site.
- b. Ensuring synchronization of database of DR site with that of production database at DC.
- c. Ensuring backup and restoration of Application and Database servers as per DGCIS's backup policy.
- d. Arranging for the compliance to the observations made during IT and other internal audits of the DR Site. Bidder shall suggest and recommend infrastructural requirement, if any to DGCIS for the purpose of giving audit compliance.
- e. Provide support for BCP testing and DR live operation.

3.15.6 Disaster Management

In case of disaster at Data Centre, following activities need to be performed at the DR Site till the Main Data Centre is recovered and operational.

- a. Coordination with Bidder's Team at DR for the activation/ de-activation of the DR Site.
- b. Coordination with the users and Application support teams at DGCIS's Office to ensure that the users are able to access and perform operations from DR Site.
- c. Database Administration of DR Site databases. (Including activation of database at DR Site for operations)
- d. Active Directory administration.
- e. Network Management and Security Monitoring.
- f. If required, Bidder may be required to deploy additional resources at DR Site to provide necessary support till the restoration of primary site.

3.16 User Management Services

3.16.1 Provide an interface for user requests, such as new user IDs, address changes, routing requests, and password changes.

3.16.2 Provide an interface for user requests to support various requirements viz. coordinating with Data Centre team for providing user id, configure user id, password change, email, network and internet access, etc.

3.16.3 Advise the End User to take reasonable steps to backup information,

3.17 Install, Moves, Adds, Changes (IMAC) Services

3.17.1 Bidder shall act as the single point-of-contact for IMAC requests and provide the services for coordinating, scheduling, and performance of install, move, add, and change activities for Hardware and Software.

3.17.2 Upgrade of hardware/ software items which are under AMC shall be the responsibility of system integrator. However, Bidder shall coordinate with the vendor for the successful upgrade as per DGCIS's requirements.

3.18 Asset/ Inventory Management

Bidder should provide Asset Tracking and Management Services to this end and should coordinate and ensure the regular updation of inventory database for both software and hardware and keep it upto date .

3.18.1 This service provides for performing asset tracking and includes performing an initial verification of inventory of Hardware and Software to validate and establish the Configuration Management Database (CMDB).

3.18.2 Bidder shall define the process for tracking Hardware and Software throughout the life cycle from procurement through disposal, including any changes performed during the useful life of the asset.

3.18.3 Record installation of all new machines, movement within site/locations, changes in configuration/upgrade of machines.

3.18.4 Track assets, check quality, maintain utilization level.

3.18.5 Asset tagging (Labelling/Barcoding). While maintaining the existing asset tags, the Bidder shall also arrange to print the asset tags in DGCIS's prescribed format for new IT hardware procured during the contract period and fix the tags on respective items.

3.18.6 Ensure asset verification at all DGCIS's offices, once in a year, reconcile with hardware database and submit a report to DGCIS.

3.18.7 Maintain software library as part of software inventory and issue software media on request as per DGCIS's policy.

3.18.8 Maintain Asset Database of IT Assets and updates the asset management database to track the move add change and Installation.

3.18.9 Maintain up to date inventory of all Hardware and Software assets giving information like locations, configuration details, serial number, asset, code, warranty and AMC details.

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- 3.18.10 Track Licensed software and Application, movement within site changes in configurations etc.
- 3.18.12 Consolidate all license information.
- 3.18.13 Monitoring AMC details to notify contract renewals (Intimate 60 days in advance.)
- 3.18.14 Hardware upgrade with vendors and update the asset database.
- 3.18.15 Repairs and Replacement and assist in scrap management.
- 3.18.16 Maintain the inventory of stock in stores.

3.19 Vendor Management Services

Bidder shall be required to provide vendor management services to ensure proper coordination, timely support/ resolution and seamless operations. Bidder's responsibilities

- 3.18.1 Coordinate with the vendors for support services.
- 3.18.2 Maintain good relations with them on behalf of DGCIS.
- 3.18.3 Logging calls, co-ordination and follow-up with vendors.
- 3.18.4 Escalation of calls to the higher levels at vendor side in case of requirement.
- 3.18.5 Vendors SLA tracking and monitoring with alerts and escalations
- 3.18.6 AMC Support Tracking
- 3.18.7 Providing necessary and advance information for entering into/renewal of AMC.
(However, order and payment for AMC to the vendor will be made by DGCIS)
- 3.18.8 Management of assets sent for repair.
- 3.18.9 Maintain database of the various vendors with details like contact person, Tel. Nos., escalation matrix, and response time and resolution time commitments. Log calls with vendors Coordinate and follow up with the vendors and get the necessary spares exchanged.
- 3.18.10 Keep DGCIS updated on the services and performance of these vendors.

3.20 License Management

Bidder shall track software usage throughout the IT setup so as to effectively manage the risk of unauthorized usage or under-licensing of software installed in the DGCIS.

3.20 Comprehensive Annual Maintenance Contract (AMC) Services

- 3.20.1 Comprehensive AMC Services for various items like Data Centre equipment, Servers, network devices, Switches, etc. at all DGCIS's locations are required with effect from start of the contract. **Details of the items along with the effective end date of AMC are given in Appendix 6**
- 3.20.2 Any equipment coming out of AMC shall automatically come under Comprehensive AMC with the Bidder from the next date of the expiry of warranty/ AMC. Therefore, all

- such items must be taken into consideration for AMC calculation for the remaining period of the contract.
- 3.20.3 The CAMC would be comprehensive in nature i.e., maintenance of equipment and replacement of all new original spares in original packing for proper functioning of all systems and includes all Hardware i.e., DC equipment, Servers, Networking equipment, Security equipment etc. The services consist of preventive and corrective maintenance and include carrying out necessary repairs.
- 3.20.4 All the components required to be replaced will be of original make. In the service report, the details of the part number and serial number (if any) must be brought out clearly.
- 3.20.5 Bidder will be required to provide AMC for hardware items directly. The type of maintenance will be fully comprehensive on-site including repair/replacement of parts or full item in case not repairable with same or better configuration/technical specifications. Maintenance Services shall consist of preventive and breakdown maintenance of Servers and Network hardware etc. at all DGCIS's locations.
- 3.20.6 At any stage of the contract, DGCIS reserves the right to terminate the AMC for any of the item(s), with due prior notice to the Bidder. Payment made in advance towards the AMC charges of the items being taken out of AMC shall be adjusted with the payment for the next period. Bidder shall raise invoices for all the subsequent period after deducting the AMC charges for the items taken out of AMC.
- 3.20.7 If 'End of Service Life' (as mutually agreed between DGCIS and the Bidder) of an asset falls in between any period during contract period, However, Bidder shall continue to provide CAMC and FMS for these items till DGCIS replaces with new items. The attainment of EOS/EOL/EOSL certificate should be provided from OEM by the vendor.
- 3.20.8 AMC for the items listed in Appendices 1 to 4 is required from 'AMC End Date' till the end of Contract Period of the Bidder. In case DGCIS desires to have the AMC of these items beyond the contract period, the bidders shall continue to provide the AMC services till the replacement of these items at the AMC rate quoted by the Bidder against the individual item.
- 3.20.9 If DGCIS acquires new IT asset(s) after the start of this contract and after the expiry of essential warranty period DGCIS decides to go for the AMC of these items with Bidder, rate for the same will be determined based on the unit rate already decided for the similar other item.
- 3.20.10 Quarterly Preventive Maintenance (PM) for all equipment under AMC. The bidder shall conduct PM (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment etc) quarterly basis during the currency of this agreement on a day & time to be mutually agreed upon. **The Quarterly Preventive Maintenance Report has to be submitted to DGCIS.**
- 3.20.11 Fault identification and troubleshooting.

- 3.20.13 Identify spares requirement for problem resolution
- 3.20.14 Make sure that calls are attended and resolved as per agreed SLAs.
- 3.20.15 Make sure that spares are made available at the earliest for hardware call resolution.
- 3.20.16 Plan for standby equipment to be located at strategic locations to ensure that hardware downtime is minimal.
- 3.20.17 Maintain requisite level of inventory of spares for the hardware items especially the servers under AMC at strategic locations.
- 3.20.18 Proper recording of calls details, response and resolution details with sign-off (manual or electronic).
- 3.20.19 Reports for downtime, problem resolution and response details should be available to DGCIS.
- 3.20.20 The Bidder should provide standby hardware of equivalent or higher configuration in case the problem is not resolved as per SLA. The original equipment is to be repaired and brought back within 2 weeks. In case Bidder fails to provide the standby or fails to repair equipment, DGCIS will be at liberty to take the equipment on rent or get the system repaired through an alternate source and debit the charges from the consolidated AMC charges payable. DGCIS shall entertain no correspondence or counter claim in this regard.
- 3.20.21 The AMC should include all parts of all items except consumables. In case of any component failures, the same shall be replaced by the Bidder with a new or equivalent capacity.

3.21 LAN Management

Scope of work for LAN management would be:

- 3.21.1 Preparation of inventory of network hardware (LAN/WAN), which includes in-use and in stores hardware installed, service provider to whom it belongs etc.
- 3.21.2 Preparation of detailed LAN / WAN network diagram. The LAN diagram should include IP address, Physical Port numbers at Patch panel and user workstation/ cabin/ cubical, Switch port number etc.
- 3.21.3 Rack mounting of all the network hardware.
- 3.21.4 Labelling and tagging of all the patch panels, cables, network equipment like Routers, switches, in-door units, out-door units etc. Tags for cables to be brought in by the Bidder and no additional cost whatsoever would be paid by DGCIS.
- 3.21.5 Checking of non-working LAN points in case of any fault.
- 3.21.6 Assisting DGCIS's offices in getting faulty points/cables etc. repaired/replaced, structured cabling.
- 3.21.7 Assisting DGCIS's offices in LAN cabling (structured) during shifting of premises/ modification at existing location.
- 3.21.8 Ensuring that DGCIS's Offices network equipment (routers, switches and other LAN/ WAN equipment) is connected on UPS power.

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- 3.21.9 Assigning IPs to switches at offices for management. IP assignment to be done in coordination with network team.
- 3.21.11 Call logging and Coordination with Warranty/AMC vendors of network equipment for rectification of any problem in the equipment.
- 3.21.12 Coordination with on-site WAN service provider engineer during implementation of new link, shifting of premises, upgradation of bandwidth, installation of additional hardware etc.
- 3.21.13 IP address assignment/re-assignment as and when required by DGCIS or on instructions from network team.
- 3.21.14 Maintaining up-to-date list of IPs and their assignments to users and other network devices.
- 3.21.15 The FM to be present at site in case of any requirement by the Service Integrator (s) during troubleshooting/configuration/re-configuration of WAN links/network devices.

3.22 Miscellaneous services

Bidder will be required to provide following miscellaneous services:

- 3.22.1 Carry out Quality Inspection of hardware and consumables procured by DGCIS at the time of delivery.
- 3.22.2 Along with Asset inventory, the Bidder shall be responsible for maintaining stock of the consumable inventory (such as tape cartridges etc.). The Bidder must ensure that adequate consumables are available in store and should alert DGCIS in advance before the exhaustion of stock.
- 3.22.3 Periodic (at least once in a quarter) checking of power and earthing parameters and submission of report.
- 4.22.4 Suggestions/Recommendation to improve the current infrastructure architecture for better response & security.

3.23 Miscellaneous Activities

Documentation and Reporting

Bidder shall be required to provide at least following documents at different phases during the contract period. If need be, Bidder shall also update the existing documents like process documents, system/ user manuals etc. This is an indicative but not exhaustive list of documents. Actual requirement will be spelt out during signing of contract or during the lifecycle of the projector Additional documents may also be required to be provided based on requirements during the lifecycle of the project.

Documentation

1. Project Management Plan.
2. Project Schedule.
3. Process documentation - updating the documents for current processes and preparation for the newly introduced processes, if any.
4. Bidder should maintain below mentioned document for each of the area of the data centre
 - Standard Operating Procedure (SOP)
 - Technical Architecture Manual (TAM)
 - Technical Operational Manual (TOM)
5. User requirements: Document for newly introduced processes, if any. Existing documents shall have to be updated in case of requirements change.

Reports

Bidder shall prepare & submit the reports on a regular basis in a mutually decided format. The following is only an indicative list of reports. Based on the requirement Bidder will be required to prepare & provide additional reports. Softcopy of these reports shall be delivered automatically via email/Dashboard at specific frequency and to the pre-decided list of recipients.

Bidder shall submit certain information as part of periodic review as and when required by the DGCIS.

Following is the indicative list of reports:

1. Daily reports (to be submitted on next working day)
 - Summary of issues/complaints logged at the Help Desk.
 - Summary of resolved, unresolved and escalated issues / complaints.
 - Summary of resolved, unresolved and escalated issues / complaints to OEMs/ vendors/DGCIS's support teams.
 - Log of backup and restoration undertaken.
2. Weekly Reports (to be submitted on the first working day of the following week)
 - Issues/Complaints Analysis report for virus calls, call trend, call history etc.
 - Summary of systems rebooted.
 - Summary of issues/complaints logged with the OEMs.
 - Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, database reorganization, storage reorganization, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
3. Monthly reports (to be submitted by 10th of the following month)

- Component wise physical as well as IT infrastructure availability and resource utilization
 - Summary of component wise Data Centre uptime.
 - Summary of changes in the Data Centre.
 - Log of preventive/scheduled maintenance undertaken
 - Log of break-fix maintenance undertaken
 - Configuration Management summary report.
 - Change Management summary report.
 - Release Management summary report.
 - Capacity Management summary report of servers.
 - Service Level Management – priority/ severity wise response and resolution.
 - Service Failure Analysis, listing out escalations and downtime/ outages, if any.
 - Account Dashboard, listing out:
 - Planned activities carried out during the month.
 - Unplanned activities carried out during the month.
 - Activities planned but missed along with reasons.
 - Challenges faced during the month.
 - Service Operations, listing out:
 - Helpdesk Management, listing out priority/severity wise calls logged with comparison for past three months.
 - Incident Management, giving category wise call details for critical service areas with comparison for past three months.
 - Operational Activities
 - Service wise performance of activities as per scope of individual service areas.
 - Service Improvement Plan, listing out:
 - Concerns/Escalations with action plan.
 - Planned activities/initiatives.
 - Improvements planned, if any.
4. Incident Reporting (to be submitted within 48 hours of the incident)
- 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 plan to fix the problems.
 - Software license violations.

3.24 Staffing requirements

Bidders may kindly note that the quality of staff deployed to manage the contracted services of DGCIS is of utmost importance to DGCIS. It is needless to mention that DGCIS will reserve

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the right not to accept any of the staff members deployed if he/ she is not found up to the mark as per DGCIS's expectations/ requirements. Bidder will be responsible for any delay in delivery on account of such non-acceptance of staff by DGCIS consequent upon deployment of inappropriate staff/personnel.

3.25 Resource Qualification & Experience

Minimum desired educational qualifications and the experience possessed by resources is given below. The Bidder shall ensure that deployed resources should work as a team & interact in cohesive environment to resolve potential conflicts and implement positive changes.

S. No.	Resource Details	Qty	Minimum Educational Qualifications	Minimum Experience
1.	Team Lead cum DBA (L3)	1	B.E./B.Tech/MCA/MSc (IT) in relevant fields	5+ years' experience in handling similar Database management projects.
2.	Network Support (L2)	1	B.E./B.Tech/MCA/MSc (IT) / BSc from a recognized institute/ university	5+ years' experience in handling similar IT Infrastructure management projects.
3.	Server Support(L2)	1	BE/B.Tech. in relevant fields	5+ years' experience in handling similar IT Infrastructure Server management projects.
4	Cyber Security Support	1	BE/B.Tech. in relevant fields	5+ years' experience in handling Cyber Security situation in similar IT Infrastructure Server management projects.

All the above-mentioned resources shall be available onsite in DGCIS's premises in Kolkata. No provision of remote support available without prior permission from DGCIS

3.26 Service Window

Service Area	Service Window	Time Period*
Data Centre Operations	Monday to Friday	9 AM - 7PM
DR Site Operations	Monday to Friday	9 AM - 7PM
Facility Management Support	Monday to Friday	9 AM - 7PM

* *Time period is indicative and is subjected to change.*

3.27 Resource Deployment

The Bidder may please note the following in connection with resource deployment.

- A standby resource shall be available at the site when deployed resource are in leave or absent.
- In addition to the service window indicated as against each service vertical, depending on DGCIS's requirements the services may be occasionally required on DGCIS holidays /Sundays/ State Government Holidays and beyond the specified service window. Provision must be built by the bidder to provide these occasional services without any additional cost.
- DGCIS would like to have prior discussion with the staff members, being posted for the job by the Bidder, to find out their suitability for the job and decide to accept his/her services.
- Necessary stand-by arrangement has to be made during absence of any regular staff on account of leave or any other reason.
- Whenever required, standby resources with similar profile should be arranged from separate pool i.e., the standby resource should not be taken from the pool of resources already deployed at DGCIS.
- Frequent change of staff will not be acceptable. In case of unavoidable circumstances, change of staff must be done in consultation of DGCIS.
- Bidder and all the deployed staff members will be required to sign the declaration form as per DGCIS's IT security policy or any other similar guideline.
- Staff members deployed by Bidder will be subjected to the disciplines, office decorum, etiquettes, good behaviours as applicable to any other staff member of the DGCIS.
- In case of services of an existing staff resigned sole responsibility of the Bidder, same needs to be inform to DGCIS minimum 30 days in advance. This is required for smooth take over/hand over of the desk. Any short fall in notice period will be treated as absence by the respective staff member.

3.28 Active Directory

- Host and maintain server (i.e., IIS, business specific service, etc.)
- Patching/software upgrades
- Volume/partition space management
- Hardware migration
- Software licenses for all member server(s) added to their OU hierarchy
- Maintain level of member server system security by applying Service Packs and security patches
- Department application, file service, workstation and printer support
- Full disaster recovery plan and practice recovery
- Computers group, Group Policy Creator Owners group, and OU Admins mail list. It also includes setting appropriate permissions on the created objects and linking of default GPOs.
- Use the domain admin account only for actions that require the privilege level of this account
- Monitoring changes to domain root and domain controllers OU to ensure unauthorized changes do not occur
- Day-to-day management of the domain controllers
- Monitoring connectivity, synchronization, replication, netlogon, time services, FSMO roles, schema, NTDS database partitions, DNS settings, SRV records, and trust relationships
- Review DC event and security logs and take corrective actions
- Monitor and resolve security situations at all levels of the domain to ensure a stable and secure domain
- Physical security of the domain controllers . Backups and restores on domain controllers. Full disaster recovery plan and practice recovery of DCs and core Directory objects Provide OU Admins with assistance when requested
- Secure remote administration of the DCs
- Manage group policy at root of domain and for Domain Controllers OU
- Manage the root Users and the root Computers OUs
- Install and manage security reporting tools used to monitor changes to the Active Directory
- Coordinate and configure alarm distribution to OU Admins for OU-related events
- Plan and manage all migrations and upgrades related to the AD
- Ensure overall security and integrity of managed OU hierarchy
- Account management
- Creation/deletion/management of objects, i.e., local user accounts, groups, workstations, servers, printers, etc. in their OU hierarchy
- Regularly perform housekeeping duties to keep their OU hierarchy clear of stale, unused, expired, and other no longer needed objects
- Process requests for access control authorized by data owner

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- Process requests for group drive mappings via login script
- Event log monitoring Audit check etc.
- Create new computer accounts and join to directory services
 - Group Policy Object (GPO) creation, troubleshooting, and management
 - Manage Group Policy Object (GPO) links within their OU hierarchy
 - Verify new software deployments and GPO policies work by testing them in a test domain as appropriate.

Section 4

Service Level Agreement and Penalty

4. Service Level Agreement and Penalty

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to DGCIS for the duration of this contract.

The DGCIS will regularly review the performance of the services being provided by the selected bidder and impose penalties if any deficiency is found in the services. Performance Reports will be produced as and when required and forwarded to DGCIS.

Three consecutive quarterly penalties (on actual) of more than 10% put together of the applicable fee on account of any reasons may be deemed to be an event of default and termination.

It is acknowledged that service levels may change as service needs evolves over the course of the contract. The present SLAs have been worked out on the basis of current expectations. Any changes to the levels of services provided during the project period will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to the contract.

The SLA has been segregated in the following categories:

- 4.1 Data Centre Services
- 4.2 Other Managed Services
- 4.3 Human Resources

4.1 Data Centre Services

This service level will be applicable on existing IT equipment's and additional hardware which would be deployed during the contract period:

Sl. No.	Description of DC/DR-Infrastructure	Uptime (Monthly)	Penalty
1.	Critical Infrastructure at DC and DR like Sever, Storage, Backup, SAN Switch, Network Switch, Security equipment, UPS, AP etc.	98.0%	₹5000/- for every 0.01% default

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2.	Resource (Onsite Manpower) Availability	100%	Man-day charge* of the resource + ₹5000/- Per person
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**man-day charge for the resource shall be calculated by dividing the man-month charge by 22.*

- All the faults to be attended onsite within 10 minutes of Response Time and to be resolved within 4 hours.
- For Item 1 Downtime will be applicable only in the event both primary and redundant fail together.
- SLA will be applicable on final acceptance of the entire Infrastructure.
- Successful Bidder to provide replacement for the Manpower Resource on leave.
- Bidder shall submit monthly uptime report
- Penalty will be capped to the 10% of total quarterly charges

For the purpose of computation of Uptime of Data Centre, the following formula shall be used.

$$\text{Uptime (\%)} = \{1 - (\text{Services Downtime}) / (\text{Total Time} - \text{Planned Downtime})\} * 100$$

Equipment/Services Downtime is the time in hours that the equipment/Services is not available and excludes planned downtime, which are approved by DGCIS and the link failures that are taken from third party. The downtime shall be calculated from the Tool, as may be applicable. In case, downtime of any equipment/ Services is not available on Tool, it shall be calculated from the helpdesk.

Total time is equal to total number of hours in the given month

Planned Downtime means any time when the equipment is unavailable because of maintenance, configuration/reconfiguration or other services with the prior approval of DGCIS. Such services may include but are not limited to restarting applications, rebooting servers, applying patches or fixes, reconfiguring storage allocation, reloading data and making DNS & firewall changes to close security holes.

Note: It is clarified that the downtime on account of delay by the OEM/service provider in repairing/replacing equipment's/Services for which warranty/maintenance contract already exists (or was taken by DGCIS) shall not be counted for downtime calculation, subject to timely call logging and subsequent pursuance for vendor management.

4.2 Other Managed Services

For all other services other than Data Centre operations, the Service Level and Penalty and shall be on the basis of the Criticality and Severity of the calls, the severity level is defined as follows:

Severity Level	Severity Type	Definition
S1	Critical Problems	A problem that affects entire DGCIS / network or > 80% of the users of the DGCIS e.g., Outage of Data Centre Services, Server, Application(s), Internet, Backup, Database, Severe Virus attack, Storage, Network and Security Infrastructure etc.
S2	Major Problems	A problem that affects a particular floor. e.g., Network Connectivity, Failure of a Switch, Failure of AP etc.
S3	Moderate Problems	A problem that affects a typical user group e.g., Failure of a department or a floor, an application meant for a particular department or user group, failure of a Network, failure of a Switch catering to the group say a department or a floor etc.
S4	Minor Problems	A problem that affects a typical user e.g., Individual PC, printer or scanner is down or Connectivity to LAN is affected, Virus attack etc.

4.2.1 Service Level Targets Based Severity Levels

Following table defines Service Level Targets for Response and Resolution time.

Severity Level	Service Type	Response Time	Resolution Time	Calculation Window
S4	On-site	60 min	4 hrs	Monthly
	On-call	4 hrs	8 hrs	
S3	On-site	30 min	2 hrs	
	On-call	<u>2</u> hrs	8 hrs	
S2	On-site	15 min	2 hrs	
	On-call	60 min	8 hrs	
S1	On-site	15 min	2 hrs	

4.2.2 Service Level Compliance

The Bidder needs to ensure following compliance level for each of the Service Levels:

Severity Level	Required Compliance Level- Quarter	
	Response Time	Resolution Time
S1	97%	98%
S2	96%	97%
S3	95%	96%
S4	94%	95%

4.2.3 Measurement Metrics

Actual Response and Resolution time will be measured as follows:

$$\text{Response time (\%)} = \frac{\text{Calls attended within stipulated response time}}{\text{Total number of calls received in the month}} \times 100$$

$$\text{Resolution time (\%)} = \frac{\text{Calls closed within stipulated resolution time}}{\text{Total number of calls received in the month}} \times 100$$

4.2.4 Penalty Calculation

- Actual vs targeted compliance level for each of the respective service areas will be measured separately in every month.
- Shortfall in achieving SLA compliance, if any, will be calculated on the monthly basis.
- For Penalty calculation, Monthly cost of services will be arrived based on proportionate monthly of the corresponding quarterly cost.
Monthly cost = (Total services Cost for respective service area for the quarter) / 3
- Penalty for the month will be calculated as:
Penalty amount = Penalty (%) X Monthly Cost
- Applicable Penalty (%) would be as under:

Shortfall in SLA Target/Compliance by	Penalty (%)
<=1%	1
>1% and <=3%	3

Shortfall in SLA Target/Compliance by	Penalty (%)
>3% and <=5%	5
>5% and <=6%	6
>6% and <=8%	8
>8%	10

6. However, the aggregate penalties that may be levied in a month towards the aforesaid managed services shall be limited to 10% of the monthly cost of the Managed Services.
7. Downtime of services on holidays or scheduled downtime will not be considered for calculation of compliance level and penalty.
8. The calculation of penalties would be as per DGCIS's (Client's) discretion.

4.3 Human Resources

Although this project is SLA based, the bidder is required to propose and maintain a minimum level of resources in each of the service area throughout the contract period. The Bidder shall deploy manpower resources as per staffing requirement prescribed in this document. Bidder shall ensure the availability of resources as per defined Service Window for each resource category.

Monthly applicable penalties in the event of default of respective manpower resources would be as under:

1. Leave of absence: Each on-site resource shall be granted a maximum up to 02 (Two) day leave per month.
2. Any absence beyond the prescribed leave of absence shall attract a penalty as under in case no substitute is arranged by the Bidder as per defined requirement:

Resource	Allowed Leave of Absence per month	Penalty beyond leave of absence
Onsite Resource	02	Rs.2,000/- per day per resource maximum Rs.10,000/- per month per resource.

4.4 Disclaimer

In case Bidder fails to achieve compliance level of services successively in two quarters or any three quarters in a financial year, DGCIS will reserve the right to re-look at the contract and redefine Service level requirement and penalty clauses to safeguard its interest.

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Section 5

Bid Evaluation Methodology

5. Bids (Technical & Financial) Evaluation Methodology

For the purpose of the present job, a two-stage bidding process will be followed. The response to the RFP will be submitted in two parts:

- Technical bid Part I
- Financial bid Part II

The bidder will have to upload the Technical bid and Financial portion of the bid separately in two separate folders, duly named as "RFP for Selection of Service Integrator for IT Facility Management Services comprising of Comprehensive Annual Maintenance Contract (CAMC) and Facility Management Services (FMS) for Data Centre & Disaster Recovery site at Directorate General of Commercial Intelligence and Statistics", "TECHNICAL BID" or "FINANCIAL BID" respectively.

TECHNICAL BID shall not contain any pricing or commercial information.

The bid shall be signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a power of attorney in organisation's letterhead accompanying the Bid. All pages of the Bid shall be initialled by the person(s) signing the Bid.

5.1. Bid Evaluation Methodology

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

To meet DGCIS's requirements, as spelt out in the RFP, 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 DGCIS, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by DGCIS is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that DGCIS may adopt. DGCIS reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and

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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 DGCIS may seek specific clarifications from any or all the Bidder.

It may please be noted that DGCIS 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.

The details of '**Minimum Eligibility Criteria**', provided by the vendor in its response to this RFP, will be evaluated first, based on the criteria described in **Section 5.2**. The technical and commercial responses to this RFP **will be considered further only for those vendors who meet the Minimum Eligibility Criteria**. Bidders must provide their responses in the format given in Annexure - 'C'.

Techno-Financial Evaluation i.e., Quality cum Cost Based System (QCBS):

- Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where **Technical Bid Score will get a weightage of 70 and Financial Bid Score a weightage of 30.**
- The technical and commercial response evaluation will be based on the criteria described in following section onwards.

5.2. Minimum Eligibility Criteria

Proposals not complying with the minimum eligibility criteria are liable to be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria.

S. No.	Financial and other Requirements	Supporting documents to be submitted
1.	The Bidder should be a Registered Partnership Firm/ LLP/ Company/ Public Sector undertaking with more than 10 years of operations in India	Certificate of Incorporation / Registration Certificate

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S. No.	Financial and other Requirements	Supporting documents to be submitted
2.	Should have been in the business of IT Facility Management or AMC services for at least 10 years as on March 31, 2023 in India.	Certificate from authorized signatory/Company Secretary of the bidder indicating that they are providing IT Facility Management and AMC services for last 10 years as on March 31, 2023.
3.	Should have Average Annual Turnover of Rs. 200 crore per annum or more during last 3 financial years ending March 2022 (FYs 2019- 20;2020-21; 2021-22), from IT infrastructure/ IT Enabled Services in Indian Operations only	The Bidder must produce a certificate from Company's Chartered Accountant to this effect. Audited balance sheet of financial years 2019-20, 2020-21 and 2021-22 and to be submitted.
4.	Bidder must be a Profitable organization for the last three financial years.	The Bidder must produce a certificate from Company's Chartered Accountant to this effect.
5.	The bidder must have on its payroll at least 200 technically qualified professionals holding BE / B. Tech / MCA / MSc. degree and experience of working in the domain of Data Centres / cloud computing / IT security / networking / systems integration services / IT operations as on date of Bid Submission.	The Bidder has to provide Certificate from bidder's HR Department for number of technically qualified professionals employed by the company
6.	Bidder must have experience of commissioning / deploying and providing IT managed services to at least One Data centres in Private / Govt Sector in India during last ten calendar years as on December 31, 2022	<ul style="list-style-type: none"> • The Bidder has to provide work order copy/Contract extract indicating the scope of work. • Bidder should submit satisfactory service certificate / Sign off certificate from the client of respective projects.

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S. No.	Financial and other Requirements	Supporting documents to be submitted
7.	Bidder should have valid ISO 9001:2015, ISO/IEC 27001:2013 and ISO/IEC 20000-1:2018 standards certificates. The certificate/s should be valid as on the last date of submission of the bid.	Copy of relevant certificates.
8.	The bidder should not have been blacklisted by any Government agencies.	Self-declaration certificate on Bidder's letter head signed by Company's Authorized Signatory.
9.	Bidder must submit an OEM (Oracle) issued MAF (Manufacturer's Authorization Form) or Partnership Certificate in standard format which shows Bidder has partnership with that OEM for support and services of OEM products and a self-declaration stating that within 6 weeks of award of contract, successful bidder would submit OEM (Oracle) issued back-to-back support Certificate specifying the DGCIS owned equipment and the duration of the contract period.	Declarations / Valid Certifications from OEM

- i. Bidder should submit documentary evidence in respect of all above mentioned criteria while submitting the proposal. Proposal of bidder who do not fulfil the above criteria or who fail to submit documentary evidence to the satisfaction would be rejected.
- ii. Bidders fulfilling the Minimum Eligibility Criteria will only be considered for further technical evaluation.
- iii. The Bidder may choose to form Joint-Venture or Consortium with one or more partner to bid for this tender.

5.3. Evaluation of Technical Bids

- i. Based on responses to 'Minimum Eligibility Criteria', Bidder will be short listed for technical evaluation. Proposals, which are not meeting the Minimum Eligibility Criteria as mentioned in **Section 5.2** above, will not be considered further for technical evaluation.
- ii. **The Technical Bids obtaining the Technical Score of 75 or more in (Sl. No. 1 to 6 in Mark Distribution) would be eligible for Financial Bid opening.**
- iii. The Parameters of the Technical evaluation are provided in Technical Bid Format (**Section**

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5.4)

- iv. The technical bid will be analysed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. The mark distribution criteria of the Technical evaluation are as follows:

5.4. Technical Bids (Mark Distributions)

Technical Evaluation Parameters	Maximum Points 100
	Criteria points
1. Total experience in onsite Facility Management of IT Services and Comprehensive Annual Maintenance of IT Equipment in Years as on 31.03.2023 <i>Documentary Evidence required: Copy of Work order / agreement for ongoing projects along with completion certificate for completed projects.</i>	Max. Marks 15
5 years	10
For each additional years of Experience	1 (for a maximum upto 5 marks)
2. No. of Projects in Facility Management of IT Services or Onsite Comprehensive Annual Maintenance of IT Equipment Orders with similar nature of CAMC/FMS with minimum order value of Rs. 2.5 Crore in last 10 Financial Years i.e., 1st April 2013 to 31st March 2023. <i>Documentary Evidence required: Copy of Work order/agreement clearly indicating the Order Value along with completion certificate for completed projects.</i>	Max. Marks 20
5 or more projects	20
3 - 4 projects	15
2 projects	10
3. Bidder must have experience in Facility Management Services in at least 2 Data Centre projects/ networking infrastructure setup & maintenance projects in India during last 10 financial years <i>Documentary Evidence required: Copy of Work order/ agreement along with completion certificate for completed projects.</i>	Max. Marks 20
5 or more	20
3 - 4	15

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Technical Evaluation Parameters	Maximum Points 100
	Criteria points
2	10

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Technical Evaluation Parameters	Criteria points
<p>4. Average Annual Turnover during last 3 financial years ending March 2022 (FYs 2019-20;2020-21;2021-22), from IT infrastructure/ IT Enabled Services in Indian Operations only</p> <p><i>Documentary Evidence required: The Bidder must produce a certificate from Company's Chartered Accountant to this effect.</i></p>	Max. Marks 20
More than Rs.300 crores	20
> 250 crores to 300 crores	15
>= 200 crores to 250 crores	12
<p>5. Technical & Qualified Manpower - The bidder must have on its payroll number of technically qualified professionals holding BE/ B.Tech. / BCA/ M.Sc. (IT)/ MCA degree and experience of working in the domain of Data Centres/ cloud computing/ IT security / networking/ systems integration services as on date of Bid Submission.</p> <p>No. of professionals with above qualification(s)</p> <p><i>Documentary Evidence required: The Bidder has to provide Certificate from bidder's HR Department for number of technically qualified professionals employed by the company .</i></p>	Max. Marks 20
More than 500 technically qualified personnel	20
>400-500 technically qualified personnel	15
200-400 technically qualified personnel	10
<p>6. Additional Experience Criteria</p> <p><i>Documentary Evidence required: Copy of Work order/ agreement along with completion certificate for completed projects and Client Certificate for Ongoing projects, specifically mentioning the below mentioned criteria in the Scope of Work of the Work Order/ agreement</i></p>	Max. Marks 5
a. Working experience Oracle SPARC Server	1
b. Working experience to handle SUN Solaris OS	1
c. Working experience on Oracle RAC Cluster configuration	1
d. Working experience to handle 24x7x365 operation in Data Centre/ Network Infrastructure environment	1
e. Working experience with CISCO L2 and L3 switches	1
Total Technical Score	Max. Marks 100

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- i. Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. **Bidders will submit index page of the supporting documents while submitting response.**
- ii. **The minimum qualification score for the Technical Bid would be 75 (cut-off marks) out of Total 100 marks to be eligible for financial bid opening.** The DGCIS however retains the right to lower the cut off score if adequate number of bids do not qualify with the minimum score specified above.

5.5. Financial Bid

Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Financial Bid Round.

The evaluation of the Financial Bids would be as follows:

- The lowest bid (As per **Total Cost "Z" of Annexure 'H'**) will be assigned the maximum Financial Score of 100 points.
- The Financial Scores of the other Financial Bids will be computed relative to the lowest evaluated Financial Bid.
- The Financial Score computing methodology is as follows:

$$\text{Financial Score (Bid under Consideration)} = \frac{100 \times \text{Price (Lowest Bid)}}{\text{Price (Bid under consideration)}}$$

5.6. Final Processing

Proposals would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows:

$$\text{Final Score} = \text{Technical Score} \times T + \text{Financial Score} \times F$$

(*T - Weightage given to the Technical Bid, F - Weightage given to the Financial Bid, T + F = 1*)

Weightage for the bids are as follows:

Technical Bid T	70%
Financial Bid F	30%
Total Weightage	100%

- The firm achieving the highest combined Technical and Financial Score will be invited for negotiations, if required.

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- The DGCIS reserves the right to revise the evaluation criteria, methodology, distribution points and weightage; if it finds it necessary to do so.

Section 6

Financial Terms and Conditions

6. Financial Terms and Conditions

Bidders are requested to note the following commercial terms and conditions for this project.

6.1. Price

The Bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

- The Price quoted by the Bidder should be on annual basis and must include all type of costs.
- The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Financial Bid.
- The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of 2 years which may be extended, if required, by DGCIS.
- Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- Based on the contracted rates, DGCIS at its discretion may place repeat order/s annually after performance review of the previous year/assignment. Please note that the bidder will conduct project reviews on quarterly basis at DGCIS' HO. All payments will be subject to positive review of the same by DGCIS.
- 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 DGCIS.
- The DGCIS reserves the right to place Purchase Orders with the selected bidder(s) for any or all of the goods and/or services at the agreed unit rate for individual categories of purchase order during the period of 2 years from the date of award/Purchase Order
- In case of mismatch between the quoted price mentioned in figure and word, the word shall supersede the price quoted in figure

6.2. Payment Terms

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AMC charges for Servers and other equipment for which upfront payment is done by the vendor to OEM will be released after procurement of back-to-back OEM support. The vendor needs to submit documentation from OEM certifying Vendor has completed payment of AMC charges on behalf of DGCIS to the OEM and confirmation of OEM support specifically mentioning the duration of the contractual period and ownership of DGCIS equipment.

Facility Management, AMC charges (without OEM backlining) shall be paid by DGCIS on quarterly basis at the end of each quarter. The quarterly AMC amount shall be calculated as

$$\text{Quarterly CAMC} = \text{Total amount quoted for 2 years} / 8 \text{ quarters}$$

Payment of any quarter will be made after deducting TDS/other taxes and applicable penalty (as per SLA norms mentioned in **Section 54**) pertaining to the quarter.

The Bidder shall submit the breakup of the CAMC and Facility Management Cost for which the quarterly invoice is being raised. In addition to the invoice, the Bidder shall submit the Monthly Reports and Incident Reports as mentioned in section 3.23 for the months of the Quarter based on which, the payment shall be processed.

Documentary evidence to be provided by the agency for the payment to the respective OEMs for their CAMC on behalf of DGCIS.

6.3. Payment in case of termination of contract

Subject to the terms of the RFP, in case the contract is terminated, total AMC payment for OEM backlined components for which upfront payment has been made (based on documentary evidence submitted) will be done however, payment towards services will be made on pro rata basis, for the services already delivered satisfactorily, after deducting applicable penalty and TDS/other applicable taxes.

Section 7

General Terms and Conditions

General Terms and Conditions

7.1.1 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.

7.1.2 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

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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.

7.1.3 Document Convention

All words and phrases defined in Clause 7.1.2 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.

7.1.4 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

Abbreviation	Definition
IPR	Intellectual Property Rights
TIS	Tender Information Summary
TIA	Tender Inviting Authority

7.2 The Contract

7.2.1 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.

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.
- 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: Service Level Agreement & Penalty
- g) Section 5: Bid evaluation methodology
- h) Section 6: Financial Terms & Conditions
- i) Section 7: General Terms & Conditions

7.3 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.

7.4 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.

7.4.1 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.

7.5 Communications

7.5.1 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.

7.5.2 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.

7.6 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.

7.7 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.

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- 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.

7.8 Bidder's Obligations and Restrictions on its Rights

7.8.1 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.

7.8.2 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. 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.

7.8.3 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.

7.8.4 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 7.6, 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 7.6 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.

7.8.5 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.

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- 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 7.6
- 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

7.8.6 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.

1. 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.

7.8.7 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.

7.8.8 Performance Bond/Security

- a) As mentioned earlier 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 Annexure.
- 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 6.6.
- 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
 - 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.

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- 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.

7.8.9 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, 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).

7.8.10 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.

7.8.11 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.

7.8.12 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.

7.8.13 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.

7.8.14 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.

7.8.15 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.

7.8.16 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

7.8.17 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.

7.9 DGCI&S's Obligations

7.9.1 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.

7.9.2 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.

7.9.3 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.

7.9.4 Payment Obligation

Considering the Services performed by the Bidder under this Contract, DGCI&S shall pay the Bidder for the deliverables specified in **clause 6.2: Payment Terms & Schedule** after considering the SLA and penalties as provided in the Contract.

7.10 Duration of Contract

The contract will be valid for a period of 2 years i.e 24 months from the date of the work order/letter of award.

7.11 Resolution of Disputes

7.11.1 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 7.9.2 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

7.11.2 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.

7.11.3 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.

7.11.4 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.

7.11.5 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

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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.

7.12 Defaults, Breaches, Termination, and closure of Contract

7.10.1 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.

7.10.2 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.

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- 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 7.10.2(1) and 7.10.2(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 7.10.2(1) and 7.10.2(2) above.
- 2) Cessation of Rights and Obligations
Upon termination of this Contract under Clauses 7.10.2(1) and 7.10.2(2) hereof or expiration of this Contract under clause 7.10.3(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 7.6.7. (iii) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records outlined in Clause 7.6 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 7.10.2(1) and 7.10.2(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 7.6.17.
- 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;

7.13 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.

7.14 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.

7.15 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.

7.16 Code of Integrity

7.14.1 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;

7.14.2 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.

7.14.3 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 7.4.1 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.

7.14.4 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

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- 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 7.14.3-1) 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 7.14.3 - 2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

ANNEXURES

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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.	Type of Company [Govt. / PSU/ Pub.Ltd / Pvt.Ltd / partnership/proprietary]	
4.	Registration No. and date of registration. Registration Certificate to be enclosed	
5.	Address of Registered Office with contact numbers [phone /fax]	
6.	GSTIN	
7.	PAN No	
8.	Contact Details of Bidder authorized to make commitments to DGCIS	
9.	Name	
10.	Designation	
11.	FAX No.	
12.	Mail ID	
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		
1.	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(-)
		2019-20		
		2020-21		
		2021-22		

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 in a separate envelope along with softcopy and relevant documentary proof.

Bidders will submit index page of the supporting documents while submitting response.

S. No.	Financial and other Requirements	Supporting documents to be submitted	Bidder's Response and supporting documents
1.	The Bidder should be a Registered Partnership Firm/ LLP/ Company/ Public Sector undertaking with more than 10 years of operations in India	Certificate of Incorporation / Registration Certificate	
2.	Should have been in the business of IT Facility Management and AMC services for at least 10 years as on March 31, 2023 in India.	Certificate from authorized signatory/Company Secretary of the bidder indicating that they are providing IT Facility Management and AMC services for last 10 years as on March 31, 2023.	
3.	Should have Average Annual Turnover of Rs. 200 crore per annum or more during last 3 financial years ending March 2022 (FYs 2019-20, 2020-21, 2021-22), from IT infrastructure/ IT Enabled Services in Indian Operations only	The Bidder must produce a certificate from Company's Chartered Accountant to this effect. Audited balance sheet of financial years 2019-20, 2020-21 and 2021-22 and to be submitted.	

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S. No.	Financial and other Requirements	Supporting documents to be submitted	Bidder's Response and supporting documents
4.	Bidder must be a Profitable organization for the last three financial years.	The Bidder must produce a certificate from Company's Chartered Accountant to this effect.	
5.	The bidder must have on its payroll at least 200 technically qualified professionals holding BE / B. Tech / MCA / MSc. degree and experience of working in the domain of Data Centres / cloud computing / IT security / networking / systems integration services / IT operations as on date of Bid Submission.	The Bidder has to provide Certificate from bidder's HR Department for number of technically qualified professionals employed by the company	
6.	Bidder must have experience of commissioning and providing IT managed services to at least One Data centres in Private / Govt Sector in India during last ten calendar years as on December 31, 2021	<ul style="list-style-type: none"> • The Bidder has to provide work order copy/Contract extract indicating the scope of work. • Bidder should submit satisfactory service certificate / Sign off certificate from the client of respective projects. 	

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S. No.	Financial and other Requirements	Supporting documents to be submitted	Bidder's Response and supporting documents
7.	Bidder should have valid ISO 9001:2015, ISO/IEC 27001:2013 and ISO/IEC 20000-1:2018 standards certificates. The certificate/s should be valid as on the last date of submission of the bid.	Copy of relevant certificates.	
8.	The bidder should not have been blacklisted by any Government agencies.	Self-declaration certificate on Bidder's letter head signed by Company's Authorized Signatory.	
9.	Bidder must submit an OEM (Oracle) issued MAF (Manufacturer's Authorization Form) or Partnership Certificate in standard format which shows Bidder has partnership with that OEM for support and services of OEM products and a self-declaration stating that within 6 weeks of award of contract, successful bidder would submit OEM (Oracle) issued back-to-back support Certificate specifying the DGCIS owned equipment and the duration of the contract period.	Declarations / Valid Certifications from OEM	

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 Deputy Director,
 Directorate General of Commercial Intelligence and Statistics (DGCIS)
 565, Anandapur, Ward No. 108 Sector- 1 , Plot No. 22, ECADP,
 Kolkata, West Bengal 700107

Dear Sir,

Technical Bid: Selection of Service Integrator for IT Facility Management Services at DGCIS

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 Minimum Eligibility Criteria, this Technical Proposal and a commercial Proposal. The minimum eligibility criteria and technical proposal are put in one envelope and the commercial proposal in separate envelope.

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 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) Prices:

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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.
- 4) 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.)

- 5) 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.

- 6) 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

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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

7) 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.

8) 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.

9) 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.

10) 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.

11) 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.

12) 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

13) 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 8.4 of the 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.

1. Details as detailed under **Section 5**
2. Technical Proposal Covering Letter

Annexure 'F'- (Letter of Competence Format)

[To be submitted along with Technical Bid]

[To be submitted on Organisation's Letterhead]

Letter of Competence for Quoting against DGCIS's 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 “DGCIS”,) 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” or “Vendor”), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter DGCIS and the Bidder / Vendor are collectively referred to as “the Parties” and individually as “the Party”)

WHEREAS

- (A) DGCIS intends to hire the Vendor for IT Facility Management Service at DGCIS, as detailed in the Request for Proposal no. EIII/66(2)/IT System/2022 dated 02.05.2022 (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the “RFP (attached hereto as Appendix- I).
- (B) The Vendor has been selected through open tendering process by way of floating the RFP by DGCIS followed by evaluation of Technical & Financial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ (“LoA”) (attached hereto as Appendix- II) has been issued by DGCIS to the Vendor;
- (C) The Vendor 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, DGCIS and the Vendor 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 Section 3 “Scope of Work” 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 Vendor 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 Vendor as described/set out in Section 3 “Scope of Work” of the RFP.
- (h) “Third Party” means any person or entity other than DGCIS and the Vendor.

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 DGCIS shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Vendor.

1.3 Purpose

1.3.1 It is hereby agreed that the Vendor shall provide the Services to DGCIS as set out in the RFP till the completion of the Project. The objective of the Project is to receive IT Facility Management Services from the Vendor including procurement of renewal licences to maintain the hardware and software components in DGCI&S.

1.3.2 Performance of the Scope of Work:

The Vendor 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 Vendor 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 Vendor shall be paid the total price consideration of _____ ~~Rs. 9,94,68,566/ (Rupees Nine Crore Ninety Four Lac Sixty Eight Thousand Five Hundred Sixty Six Only)~~ (“Contract Price”) for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by DGCIS 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 master and servant or of principal and agent as between DGCIS and the Vendor. The Vendor, subject to this Agreement, has complete charge of personnel to be engaged by the Vendor for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also 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, telegram or facsimile to such Party at the following address:

For DGCIS: Smt. Debanjana Datta, Deputy Director General

Attention: Shri Avishek Podder, Director

Email : debanjana.d@gov.in ; avishek.podder@gov.in

For the Vendor:

Attention: _____

Email: _____

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 / 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 DGCIS.

1.9 Authority of Vendor

The Vendor hereby authorize _____ to act on their behalf in exercising the entire Vendor's rights and obligations towards DGCIS under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from DGCIS.

1.10 Taxes and Duties

The Vendor and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and DGCIS shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Vendor.

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 Vendor i.e., w.e.f.

2.2 Commencement of Services

The Vendor 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 3 (three) months, DGCIS 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

DGCIS may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if DGCIS is not satisfied with the performance of the Vendor or if the Vendor 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 Vendor to provide remedy for such

failure within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

2.8.1 By DGCIS

DGCIS 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 DGCIS'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 3 months' (90 Calendar days) notice to the other party.

- v. The DGCIS, 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 DGCIS as mutually agreed.
- vi. The DGCIS may, at any time terminate the contract by giving written notice to the Service provider 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 DGCIS.

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 Vendor 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, total AMC payment for OEM backlined components for which upfront payment has been made will be done however, 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 VENDOR

3.1 Standard of Performance

The Vendor 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 Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to DGCIS, and shall at all times support and safeguard DGCIS's legitimate interests in any dealings with third parties.

3.2 Law Governing contract

The Vendor shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Vendor comply with the Applicable Law.

3.3 Conflict of Interest

The Vendor shall hold DGCIS's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.4 Vendor Not to Benefit from Commissions/Discounts etc.

The payment of the Vendor by DGCIS shall constitute the Vendor's only payment in connection with this Contract or the Services, and the Vendor 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 Vendor shall use their best efforts to ensure

that its Personnel similarly shall not receive any such additional payment.

- 3.5 Vendor and Affiliates not to be otherwise interested in /benefited from the Project. The Vendor agrees that, during the term of this Contract and after its termination, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 DGCIS's business or operations without the prior written consent of DGCIS.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Vendor and DGCIS, if required.

3.8 Insurance to be taken out by the Vendor

The Vendor 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 Vendor or their staff on the assignment

3.9 Liability of the Vendor

The Vendor shall be liable to DGCIS for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by DGCIS as a result of a default of the Vendor in such performance, subject to the following limitations:

- (a) The Vendor 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 Vendor and its Personnel; and
- (b) The Vendor shall not be liable for any loss or damage caused by or arising out of circumstances over which the Vendor had no control.

3.10 Indemnification of DGCIS by the Vendor

The Vendor shall indemnify DGCIS and shall always keep DGCIS, 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 DGCIS or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor against DGCIS; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Vendor 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 Vendor'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 Vendor's liability in case of claims against DGCIS resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Vendor shall be actual and unlimited.

- (iii) Under no circumstances, DGCIS shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

3.12 Reporting Obligations

The Vendor shall submit to DGCIS the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by DGCIS.

3.13 Documents prepared by the Vendor to be the Property of DGCIS:

All software, algorithms, reports and other documents prepared/developed by the Vendor in performing the Services shall become and remain the property of DGCIS, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to DGCIS, together with a detailed inventory thereof. The Vendor may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of DGCIS.

3.14 Vendor's Personnel

The Vendor 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 DGCIS.

The Vendor will do its utmost to ensure that the personnel identified by the Vendor to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Vendor, the Vendor will provide DGCIS with other personnel of equivalent knowledge, skill and experience acceptable to DGCIS as his substitute.

The Vendor 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 Vendor 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 DGCIS and said personnel so engaged by the Vendor.

The Vendor 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 Vendor under this Agreement. The Vendor agrees to indemnify DGCIS in respect of any claims that may be made by statutory authorities against DGCIS in respect of contributions relating to the personnel/employees engaged by the Vendor for performing the work under this Agreement.

DGCIS 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 Vendor.

3.15 Non-Compete

The Vendor will neither approach nor make any proposal for work for any employee of DGCIS 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 Vendor will inform DGCIS immediately about any change in its ownership or its constitution. The Vendor will ensure that the DGCIS's interest will be protected with utmost care. If DGCIS is not satisfied with the change of ownership or constitution of the Vendor and/or with the new owner, DGCIS 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 DGCIS

4.1 Support:

DGCIS will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Vendor for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

In consideration of the Services performed by the Vendor under this Agreement, DGCIS shall make to the Vendor such payments and in such manner as specified in the RFP and/or the LoA which *inter alia* states that renewal licence charges for AMC of hardware and software for which upfront payment is done by the vendor to OEM will be released after procurement of back-to-back OEM support.

The Vendor shall submit the bills to DGCIS of firms printed bill forms indicating the work done by them during the period for which payment is sought. DGCIS shall make payments to the Vendor 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:

DGCIS agrees not to make an offer for employment to any personnel provided/deployed by the Vendor 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 DGCIS.

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 Vendor hereby further undertakes:

- (i) That the Vendor has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve DGCIS 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 DGCIS, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Vendor and it complies/will comply with all such requirements.

- (ii) That the Vendor 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 DGCIS. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.

- (iii) That being the Vendor of DGCIS 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 DGCIS 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 DGCIS is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Vendor and as a consequence of it, DGCIS can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Vendor by DGCIS under this Agreement and appropriate/adjust the same for the losses, if any, suffered by DGCIS without requiring DGCIS to prove the actual loss.
- (v) That the Vendor shall not do anything that will be of any conflict of interest to the Vendor while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of DGCIS beforehand any possible instance of conflict of interest while

rendering any advice or service. Further, the Vendor shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Vendor 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 Vendor has not been hired for any assignment that would be in conflict with its prior or current obligations to DGCIS or that may place the Vendor in a position of being unable to carry out the assignment in the best interest of DGCIS.

(vii) That the Vendor shall act at all times in the interest of DGCIS 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 Vendor.

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., one (01) 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 Vendor shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by DGCIS 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;

Directorate General of Commercial Intelligence and Statistics (DGCIS) 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 “DGCIS”), which expression shall include wherever the context so permits, its successors and permitted assigns; and

_____, a company registered under the Companies Act, XXXX having its Registered Office at (hereinafter referred to as the “Bidder” / “Vendor”), which expression shall include wherever the context so permits, its successors and permitted assigns;

WHEREAS DGCIS and the Vendor would be having discussions and negotiations concerning _____ (“Purpose”) 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 witnesseth: -

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)

For DGCIS: Smt. Debanjana Datta, Deputy Director General

Attention: Shri Avishek Podder, Director

Email : debanjana.d@gov.in ; avishek.podder@gov.in

For the Vendor:

Attention:_____

Email:_____

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 Vendor to DGCIS as a part of the outcome or deliverables under the SLA and which, in the opinion of DGCIS, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by DGCIS with such third party agency/institution for conducting such study/analysis and no prior consent of the Vendor is required for the same. Such report/finding/document delivered/ submitted by the Vendor to DGCIS shall become exclusive property of DGCIS and as such DGCIS 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 8.0 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.

I/1278/2024

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 AND ON BEHALF OF DIRECTORATE GENERAL OF
COMMERCIAL INTELLIGENCE AND STATISTICS

By _____
Authorized Representative

FOR AND ON BEHALF OF [BIDDER]

By _____
Authorized Representative

Place :

Date:

WITNESSES:

1.

I/1278/2024

(Name and address)

2.

(Name and address)

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 DGCIS:

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:

I/1278/2024

	Contact No.:
--	---------------------

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure 'J'- (Non-Blacklisting Declaration)

**The Bidder should give the following Undertaking/certificate on its
letterhead**

To
The Deputy Director,
Directorate General of Commercial Intelligence and Statistics (DGCIS)
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 'K1'-(Format of Performance 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 "DGCIS", 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 Vendor", 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 dated....._____ ("the RFP") and the Service Level Agreement dated _____ ("the SLA") (hereinafter the RFP and the SLA are together referred to as "the Contract"), and the Vendor 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 DGCIS 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 Vendor do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees._____) and undertake to pay DGCIS the guaranteed amount merely on demand, without any previous notice from DGCIS, without any demur or protest and without referring to any other source, any and all monies payable by the Vendor by reason of any breach by the said Vendor 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 DGCIS 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 Vendor and DGCIS. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to DGCIS is fully paid and claims satisfied or till DGCIS discharges this Guarantee.

DGCIS 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 Vendor. The Bank shall not be released from its liabilities under these presents by any exercise of DGCIS of the liberty with reference to the matter aforesaid.

DGCIS 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 Vendor 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 DGCIS and the Vendor or any other course or remedy or security available to DGCIS and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by DGCIS 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 DGCIS or any other indulgence shown by DGCIS 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 DGCIS in writing.

The Bank further agrees that the decision of DGCIS as to the failure on the part of the Vendor to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to DGCIS hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that DGCIS 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 Vendor's liabilities.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(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 'K2'-(Format of Bid Securing Declaration)

(To be executed on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____

Date.....

To

The Deputy Director,

Directorate General of Commercial Intelligence and Statistics (DGCIS)

565, Anandapur, Ward No. 108 Sector- 1 , Plot No. 22, ECADP,

Kolkata, West Bengal 700107

Ref: Tender Document No.: Selection of Service Integrator for IT
Facility Management Services at DGCIS

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity
 - a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
 - a) of cancellation of the entire tender process or rejection of all bids or
 - b) of the name of the successful bidder or
- 2) forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of Vendor]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

DA:.....

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.]

I/1278/2024

<i>N o</i>	<i>Type</i>	<i>Descripti on</i>	<i>Materia l</i>	<i>Non- Materia l</i>	<i>Impacted Deliverable(s)</i>	<i>Impacted Timeline(s)</i>	<i>Financia l Impact</i>
1	<Devi ation/ Reserv ation/ Omissi on>	<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/Omission >	<Value>
2	<Devi ation/ Reserv ation/ Omissi on>	<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/Omission >	<Value>
3	<Devi ation/ Reserv ation/ Omissi on>	<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/Omission >	<Value>

B – Any other areas

<i>N o</i>	<i>Type</i>	<i>Devia tion</i>	<i>Materia l</i>	<i>Non- Materia l</i>	<i>Impacted Deliverable(s)</i>	<i>Impacted Timeline(s)</i>	<i>Financia l Impact</i>
1	<Devi ation/ Reserv ation/ Omissi on>	<Des cripti on>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by	<Effect on Timelines due to the Deviation/ Reservatio	<Value>

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<i>No.</i>	<i>Type</i>	<i>Deviation</i>	<i>Material</i>	<i>Non-Material</i>	<i>Impacted Deliverable(s)</i>	<i>Impacted Timeline(s)</i>	<i>Financial Impact</i>
	<i>on></i>				<i>the Deviation/Reservation/Omission></i>	<i>n/Omission></i>	
<i>2.</i>	<i><Deviation/Reservation/Omission></i>	<i><Description></i>	<i><Yes/No></i>	<i><Yes/No></i>	<i><Name(s) of Deliverables to get affected by the Deviation/Reservation/Omission></i>	<i><Effect on Timelines due to the Deviation/Reservation/Omission></i>	<i><Value></i>
<i>3.</i>	<i><Deviation/Reservation/Omission></i>	<i><Description></i>	<i><Yes/No></i>	<i><Yes/No></i>	<i><Name(s) of Deliverables to get affected by the Deviation/Reservation/Omission></i>	<i><Effect on Timelines due to the Deviation/Reservation/Omission></i>	<i><Value></i>

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of Firm:

Address:

Financial Bid Details

Annexure 'O'-(Financial Bid Covering Letter)

Date:

To
The Deputy Director,
Directorate General of Commercial Intelligence and Statistics (DGCIS)
565, Anandapur, Ward No. 108 Sector- 1 , Plot No. 22, ECADP,
Kolkata, West Bengal 700107

Dear Sir,

Financial Bid - Selection of Service Integrator for IT Facility Management Services at
DGCIS

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)

Annexure 'Q'- (Financial Bid Format)

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 at the end this section.

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.
- 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.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

A. Price details**Table 1: Price Quotation for CAMC of all Hardware and Software for 2 years**

(Amount in INR)

Sl. No.	Particulars	Total Amount (INR)	Total Taxes (INR)	Total Amount with taxes (INR)
1.	CAMC Price Quotation for Storage SAN Switch as mentioned in Appendix 1 (A1)			
2.	CAMC Price Quotation for Backup DB License AD Non-IT Equipment as mentioned in Appendix 2 (A2)			
3.	CAMC Price Quotation for Network Equipment as mentioned in Appendix 3 (A3)			
4.	CAMC Price Quotation for Security Equipment and AV Details as mentioned in Appendix 4 (A4)			
5.	CAMC Price Quotation for Server of DC-DR as mentioned in Appendix 5 (A5)			
Total Cost in Figures (A = A1+A2+A3+A4+A5)				
Total Cost in Words (A)				

* The payment towards FMS and AMC services shall be made as per details mentioned in section 7.2

Table 2: Price Quotation for Facility Management Services (FMS) for 2 years starting from 01st July, 2024

(Amount in INR)

Sl. No.	Minimum Resource Required	Man-month Rate (INR)	Qty	Total Amount (INR)	Total Taxes (INR)	Total Amount with taxes (INR)
		A	B	$C=A*B*24$	D	$E=C+D$
1.	Team Lead cum DBA		1			
2.	Server Support		1			
3.	Network Support		1			
4.	Cyber Security Support		1			
Total Cost in Figures (B= B1+B2+B3+B4)						
Total Cost in Words (B)						

Total Financial Quotation

Total value be considered for Financial Evaluation:

Sl. No.	Item Description	Total Value (in INR)	Total Value in words
1.	Total Value for Financial evaluation. [Z = Total Cost of Ownership] = A + B		

Authorized Signatories
(Name & Designation, seal of the company)

Date

Annexure ‘P’ – (Comments and Suggestions on the Scope of Work)

(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 to be provided by DGCI&S that could improve the quality/effectiveness of the assignment.

Specifically mention where your proposal deviates from Section 3.

ON THE TERMS OF REFERENCE

Note: Suggest and justify any modifications or improvements to the Scope of Work, 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 and Required Qualifications.

Yours faithfully,
(Authorized Signatory)

Name, Designation & Contact No.:

Date of Signature:

Address & Seal: _____

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, 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.

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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
(Official Seal)

For & On Behalf of the Bidder
(Official Seal)

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

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(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 for the entire period of contract mentioned in RFP.

We hereby certify that the given Hardware/Software will not likely be deemed End of Sale during the entire period of contract period mentioned in RFP after the bid submission date.

We also confirm that within the period of contract from 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)

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Name, Designation & Contact No.:

Address: _____

Seal:

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 '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. _____

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(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 notwithstanding 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.

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The Bank also agrees that DGC&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:

(d) our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____in words);

(e) this bank guarantee shall be valid up to _____; and

(f) 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 '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 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:

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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.:

1/1278/2024

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		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)

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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)	

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Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
10.	Annexure 'J' - (Non-Blacklisting Declaration)	
11.	Annexure 'K' - (Format of Bank Guarantee)	
12.	Annexure 'M' - (Project Citation Format)	
13.	Annexure 'N' - (Deviations)	
14.	Annexure 'O' - (Financial Bid Covering Letter)	
15.	Annexure 'Q' - (Financial Bid Format)	
16.	Annexure 'R' - (Integrity Pact Format)	
17.	Annexure 'S' - (Manufacturer Authorization Form)	
18.	Annexure 'T' - (Certificate of Compliance-No Conflict of Interest)	
19.	Annexure 'U' - (Hardware Sizing Adequacy Letter)	
20.	Annexure 'V' - (Undertaking on Knowledge Transfer & Exit Management)	
21.	Annexure 'X' - Terms & Conditions-Compliance	
22.	Annexure 'Y' - Checklist for Bidder	
23	Annexure 'Z' - Certification by Prospective Arbitrators	

Annexure 'Z' – Certification by Prospective Arbitrators

(Ref Clause 7.11.5)

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)

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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:

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Appendix - 1 - Details of CAMC price quotation for Storage, SAN Switch and Tape Library

SAN Switch			
Sl. No	Make/Model/SL no	Total active license	CAMC Price for 2 years (INR)
1	Brocade 6510 48 Port	24	
2	Brocade 6510 48 Port	24	
3	Brocade 6505 16 Port	8	
4	Brocade 6505 16 Port	8	
5	Brocade 6505 16 Port 24 port	12	
6	Brocade 6505 16 Port 24 port	12	
Storage			
Sl. No	Storage Description	Model/SL no	CAMC Price for 2 years (INR)
1	Oracle FS1-2	AK00365446	
2	Oracle ZS3-2	1439NM2002	
3	SUN 6140 Stg	0810DHG050	
4	Oracle FS1-2	AK00365256	

Total A1 - CAMC Price Quotation for 2 years (INR) :

Appendix - 2 - Details of CAMC price quotation for Active Directory and Non-IT Equipment

Active Directory			
SI No	Item description	Vendor	CAMC Price for 2 years (INR)
1	Active Directory Configuration management and Administration	MS	

Non-IT Equipment				
SI No	Make	Specification Description	Qty	CAMC Price for 2 years (INR)
1	RITTAL Smart Rack	<ol style="list-style-type: none"> 1. No. Racks – 4 Nos. (Server – 1, Network - 3) Size – 42U 2. LCP Unit – 3 Nos. (12KW/15KVA) 3. Redundancy Control – 1 No. (CMC) 4. Fire System (DET-ACPlus) – 1 Master + 3Slave 5. Vertical PDU – 32 Amp – 6 Nos. 6. Raw Power Distribution Panel – 1 No. 7. Network Camera – 1 No. 8. Door Access Control (with Biometric) – 1No. 9. CMS-TC monitoring with Automatic Door kit, Signal Pillar and Hooter for Single Rack solution – 3 Nos. 	01	
2	Consul Neowatt Power	25 KVA Servo Stabilizer 3-Phase Input/Output Air-cooled Input Voltage Range: 295V – 465V Output Voltage Range: 380V – 440V	01 no	

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3	Electronics & Controls Power	20 KVA (2 x 10 KVA) Online UPS	2 sets	
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Sl. no	Product Description	CSI (Customer Support Identification No.)	Version	Qty	CAMC Price for 2 years (INR)
1	Oracle Database Enterprise Edition ATS for Oracle 10g software, oracle database EE Processor perpetual license	CSI# 15835692		01	
2	Oracle Database Enterprise Edition (Perpetual and Back support)	CSI#20625612		01	
3	Oracle Business Intelligence Suite Foundation Edition - Processor Perpetual	CSI#21894482		06	
4	Oracle OLAP - Processor Perpetual	CSI#21894482		06	
5	Oracle Database Standard Edition (Oracle ATS of Oracle Database SE Oracle 1 - Click Ordering Programmed U0073er plus Perpetual with Back Support	CSI#18963029		01	

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6	Oracle Database Standard Edition Oracle ATS for providing on-site maintenance support of SUN Fire X4170 server	CSI#17568381		01	
7	Oracle Database Enterprise Edition (Web logic) (Perpetual) <i>Golden Gate licence should be omitted from this CSI.</i>	CSI#20625612		01	

Sl. no	Product Description	CSI (Customer Support Identification No.)	Version	Qty	CAMC Price for 2 years (INR)
8	Sun Cluster Agent for HA Oracle Agent - Cluster Perpetual	CSI# 17139909			
9	Sun Cluster for E M4000 - Server Perpetual	CSI#17139909			

Oracle Software related CSIs:

15835692 17139909 20625612 21894482 17568381 18963029

Oracle Hardware related CSIs:

17148633 19019978 19672247 20647845 20674698

The licence of Golden Gate should be discontinued.

Total A2 - CAMC Price Quotation for 2 years (INR) :

Appendix - 3 - Details of CAMC price quotation for Network Equipment(annual)

Network Switch			
Sl. No	Switch Description with (Model)	Make	CAMC Price for 2 years (INR)
1	Cisco Catalyst 2960 (L2 Switch)	Cisco	
2	Cisco Catalyst 2960 (L2 Switch)	Cisco	
3	Cisco Catalyst 2960 (L2 Switch)	Cisco	
4	Cisco Catalyst 2960 (L2 Switch)	Cisco	
5	Cisco Catalyst 2960 (L2 Switch)	Cisco	
6	Cisco Catalyst 2960 G (L2 Switch)	Cisco	
7	Cisco Catalyst 2960 (L2 Switch)	Cisco	
8	Cisco Small Business (L2 Switch)	Cisco	
9	Cisco Catalyst 2960 (L2 Switch)	Cisco	
10	Cisco Catalyst 2960 (L2 Switch)	Cisco	
11	Cisco Catalyst 2960 (L2 Switch)	Cisco	
12	Cisco Catalyst 2960 (L2 Switch)	Cisco	
13	Cisco Catalyst 2960 (L2 Switch)	Cisco	
14	Cisco Catalyst 3560 G (L3 Switch)	Cisco	
15	Cisco Catalyst 3560 G (L3 Switch)	Cisco	
16	Cisco Small Business (L2 Switch)	Cisco	
17	Cisco Catalyst 2960 (L2 Switch)	Cisco	
18	Cisco Catalyst 2960 (L2 Switch)	Cisco	
19	Cisco Catalyst 2960 (L2 Switch)	Cisco	
20	Cisco Catalyst 2960 (L2 Switch)	Cisco	
21	Cisco Catalyst 2960 (L2 Switch)	Cisco	

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22	Cisco Small Business (L2 Switch)	Cisco	
23	Cisco Catalyst 2960 G (L2 Switch)	Cisco	
24	Cisco Catalyst 2960 G (L2 Switch)	Cisco	

Network Switch			
Sl. No	Switch Description with (Model)	Make	CAMC Price for 2 years (INR)
25	Cisco Small Business (L2 Switch)	Cisco	
26	Cisco Catalyst 4507 R-E (Core-Switches)	Cisco	
27	Cisco Nexus c9372TX (Serverfarm Switch)	Cisco	
28	Cisco Nexus c9372TX (Serverfarm Switch)	Cisco	
29	Cisco Nexus c3172T (Serverfarm Switch)	Cisco	
30	Cisco-c4507R+E (Core-Switch)	Cisco	
31	Cisco-c4507R+E (Core-Switch)	Cisco	
32	Cisco Catalyst 2960 G	Cisco	
33	ZyXEL GS-4024 (Layer3 - Switch)	Zyxel	
34	Peplink 30 Router	Peplink	

Total A3 - CAMC Price Quotation for 2 years (INR) :

Appendix - 4 - Details of CAMC price quotation for Security Equipment (annual)

Firewall			
SI No	Firewall Description with (Model)	Make	CAMC Price for 2 years (INR)
1	Cisco ASA-5585 (ASA- Firewall)	Cisco	
2	Cisco ASA-5585 (ASA- Firewall)	Cisco	
3	Cisco ASA-5520 (ASA Firewall)	Cisco	

Load Balancer			
SI No	Firewall Description with (Model)	Make	CAMC Price for 2 years (INR)
1	Array SLB-2600 (Server Load Balancer)	Array	
2	Array SLB-2600 (Server Load Balancer)	Array	
3	Array APV 1600 (Server Load Balancer)	Array	

Total A4 - CAMC Price Quotation for 2 years (INR) :

Appendix - 5 - Details of CAMC price quotation for Servers of DC-DR (annual)

Server			
Sl. No	Make/Model	OS with Ver	CAMC Price for 2 years (INR)
1	Oracle SPARC T7-1	Solaris 11.3	
2	Oracle SPARC T7-1	Solaris 11.3	
3	Oracle SPARC T7-1	Solaris 11.3	
4	Oracle SPARC T7-1	Solaris 11.3	
5	oracle SERVER X5-2	Solaris 11.3	
6	SUN FIRE X4170 M3(X3-2)	Solaris 10	
7	SUN SERVER X4-2	Solaris 10	
8	SUN FIRE X4170 SERVER	Solaris 10	
9	Sparc enterprise M4000	Solaris 11.3	
10	Sparc enterprise M4000	Solaris 11.3	
11	Sparc enterprise T2000	Solaris 10	
12	Sparc enterprise T2000	Solaris 10	

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Server			
Sl. No	Make/Model	OS with Ver	CAMC Price for 2 years (INR)
1	HP-ProLiant DL380 Gen10	WinSvr2019 std	
2	HP-ProLiant DL380 Gen10	WinSvr2019 std	
3	HP Proliant DL580G7	WinSvr2008R2 std	
4	HP Proliant DL580G7	WinSvr2008R2 std	
5	HP Proliant DL380eG8	RHEL V6.3	
6	HP Proliant DL180G9	WinSvr2008R2 std	
7	HP Proliant DL380eG8	WinSvr2012R2 std	
8	HP Proliant DL380eG8	WinSvr2012R2 std	
9	HP Proliant DL580G7	WinSvr2008R2 std	
10	HP Proliant DL180G9	WinSvr2012R2 std	
11	HP Proliant DL380G10	WinSvr2012R2 std	
12	HP Proliant DL180G9	WinSvr2012R2 std	

Total A5 - CAMC Price Quotation for 2 years (INR) :

Appendix - 6 - Details of current IT Infrastructure of DC-DR Storage, SAN Switch

SAN Switch			
Sl. No	Make/Model/SL no	Total active license	Serial No
1	Brocade 6510 48 Port	2 4	BRW2518M03 J
2	Brocade 6510 48 Port	2 4	BRW2518M03 L
3	Brocade 6505 16 Port	8	RD060162579
4	Brocade 6505 16 Port	8	RD060162916
5	Brocade 6505 16 Port 24 port	1 2	CCD2522M05 N
6	Brocade 6505 16 Port 24 port	1 2	CCD2523M00 H
Storage			
Sl. No	Storage Description	Serial No	
1	Oracle FS1-2	AK00365446	
2	Oracle ZS3-2	1439NM2002	
3	SUN 6140 Stg	0810DHG050	
4	Oracle FS1-2	AK00365256	

II. Active Directory and Non-IT Equipment**Active Directory**

Sl No	Item description	Vendor	
1	Active Directory Configuration management and Administration	MS	

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Non-IT Equipment

SI No	Make	Specificati on Description/ Serial No.	Qty
1	RITTAL SmartRack	1. No. Racks – 4 Nos. (Server – 1, Network - 3) Size – 42U2. LCP Unit – 3 Nos. (12KW/15KVA) (3311420) 3. Redundancy Control – 1 No. (CMC) 4. Fire System (DET-ACPlus) – 1 Master + 3 Slave (7338121-Master, 7338321-Slave) 5. Vertical PDU – 32 Amp – 6 Nos. (7699009) 6. Raw Power Distribution Panel – 1 No. (9790977) 7. Network Camera – 1 No. (7699009)	01
		8. Door Access Control (with Biometric) – 1 No. 9. CMS-TC monitoring with Automatic Door kit, Signal Pillar and Hooter for Single Rack solution – 3 Nos. (7030.000)	
2	Consul Neowatt Power	25 KVA Servo Stabilizer (20162300007243)3-Phase Input/Output Air-cooled Input Voltage Range: 295V – 465V Output Voltage Range: 380V – 440V	1 no
3	Electronics &Controls Power	20 KVA (2 x 10 KVA) Online UPS	2 sets

III. Network Equipment

Network Switch			
Sl. No	Switch Description with (Model)	Make	Serial No.
1	Cisco Catalyst 2960 (L2 Switch)	Cisco	FCQ1605X4XM
2	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1408V6XA
3	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1404W2WG
4	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1411Y1QH
5	Cisco Catalyst 2960 (L2 Switch)	Cisco	FCQ1605X535
6	Cisco Catalyst 2960 G (L2 Switch)	Cisco	FCQ1538Y7JE
7	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1406W58K
8	Cisco Small Business (L2 Switch)	Cisco	DNI193210VE
9	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1506X00N
10	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1504Z6VR
11	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1504Z6UN
12	Cisco Catalyst 2960 (L2 Switch)	Cisco	FCQ1538Z6C6
13	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1016X2Z6
14	Cisco Catalyst 3560 G (L3 Switch)	Cisco	FOC1652X00P

Network Switch			
Sl. No	Switch Description with (Model)	Make	Serial No.
15	Cisco Catalyst 3560 G (L3 Switch)	Cisco	FOC1652V2CN
16	Cisco Small Business (L2 Switch)	Cisco	DNI19030HTK
17	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1411V70J
18	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1406W7C N
19	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1405Y3JP
20	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1044X1KL
21	Cisco Catalyst 2960 (L2 Switch)	Cisco	FOC1428V2M D
22	Cisco Small Business (L2 Switch)	Cisco	DNI161307DA
23	Cisco Catalyst 2960 G (L2 Switch)	Cisco	FOC1411Y1PH
24	Cisco Catalyst 2960 G (L2 Switch)	Cisco	FOC1411Y1W9
25	Cisco Small Business (L2 Switch)	Cisco	DNI161307FY
26	Cisco Catalyst 4507 R-E (Core-Switches)	Cisco	FOX1417GK1S
27	Cisco Nexus c9372TX (Serverfarm Switch)	Cisco	SAL2006Y77U

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28	Cisco Nexus c9372TX (Serverfarm Switch)	Cisco	SAL2006Y7G6
29	Cisco Nexus c3172T (Serverfarm Switch)	Cisco	FOC2004R02K
30	Cisco-c4507R+E (Core-Switch)	Cisco	FXS2002Q0SR
31	Cisco-c4507R+E (Core-Switch)	Cisco	FXS2002Q0S0
32	Cisco Catalyst 2960 G	Cisco	FCQ1720X45E
33	ZyXEL GS-4024 (Layer3 - Switch)	Zyxel	S080Z0200089 1
34	Peplink 30 Router	Peplink	1824-3BED-A231

IV. Security Equipment

FIREWALL			
Sl No	Firewall Description with (Model)	Make	Serial No.
1	Cisco ASA-5585 (ASA- Firewall)	Cisco	JAD201100TV
2	Cisco ASA-5585 (ASA- Firewall)	Cisco	JAD201100TK
3	Cisco asa5520 (ASA Firewall)	Cisco	JMX1421L3MG

Load Balancer			
Sl No	Firewall Description with (Model)	Make	Serial No.
1	Array SLB-2600 (Server Load Balancer)	Array	1623G9787902600000627501521736
2	Array SLB-2600 (Server Load Balancer)	Array	1623G9786902600000627501520030

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3	Array APV 1600 (Server Load Balancer)	Array	1621G9735901600314217240373044
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Database Licenses

Sl. no	Product Description	CSI (Customer Support Identification No.)	Qty
1	Oracle Database Enterprise Edition ATS for Oracle 10g software, oracle database EE Processor perpetual license	CSI# 15835692	01
2	Oracle Database Enterprise Edition (Perpetual and Back support)	CSI#20625612	01
3	Oracle Business Intelligence Suite Foundation Edition - Processor Perpetual	CSI#21894482	06
4	Oracle OLAP - Processor Perpetual	CSI#21894482	06
5	Oracle Database Standard Edition (Oracle ATS of Oracle Database SE Oracle 1 - Click Ordering Programmed U0073er plus Perpetual with Back Support	CSI#18963029	01
6	Oracle Database Standard Edition Oracle ATS for providing on-site maintenance support of SUN Fire X4170 server	CSI#17568381	01

Sl. no	Product Description	CSI (Customer Support Identification No.)	Qty
7	Oracle Database Enterprise Edition (Web logic) (Perpetual)	CSI#20625612	01
	<i>Golden Gate licence should be omitted from this CSI.</i>		

V. Servers of DC-DR

Server			
Sl. No	Make/Model	OS with Ver	Serial No.
1	Oracle SPARC T7-1	Solaris 11.3	AK00366922
2	Oracle SPARC T7-1	Solaris 11.3	AK00366923
3	Oracle SPARC T7-1	Solaris 11.3	AK00366924
4	Oracle SPARC T7-1	Solaris 11.3	AK00366925
5	oracle SERVER X5-2	Solaris 11.3	1619NM10C8
6	SUN FIRE X4170 M3(X3-2)	Solaris 10	1303FML07E
7	SUN SERVER X4-2	Solaris 10	1439NML01H
8	SUN FIRE X4170 SERVER	Solaris 10	0952XF50E2
9	Sparc enterprise M4000	Solaris 11.3	BEF0806060
10	Sparc enterprise M4000	Solaris 11.3	BEF08090C5
11	Sparc enterprise T2000	Solaris 10	NNL080705B
12	Sparc enterprise T2000	Solaris 10	NNL080703N

Server			
Sl. No	Make/Model	OS with Ver	Serial No.
1	HP-ProLiant DL380 Gen10	WinSvr2019 std	SGH909VFRV
2	HP-ProLiant DL380 Gen10	WinSvr2019 std	SGH909VFRX
3	HP Proliant DL580G7	WinSvr2008R2 std	SGH118XMD4
4	HP Proliant DL580G7	WinSvr2008R2 std	SGH118XMD3
5	HP Proliant DL380eG8	RHEL V6.3	SGH316SE7S
6	HP Proliant DL180G9	WinSvr2008R2 std	SGH624V55P
7	HP Proliant DL380eG8	WinSvr2012R2 std	SGH351A203
8	HP Proliant DL380eG8	WinSvr2012R2 std	CN741202GK
9	HP Proliant DL580G7	WinSvr2008R2 std	SGH118XMD2
10	HP Proliant DL180G9	WinSvr2012R2 std	SGH624V55S
11	HP Proliant DL380G10	WinSvr2012R2 std	SGH845VVQ3
12	HP Proliant DL180G9	WinSvr2012R2 std	SGH602WL4K

VI. Server Role

Sl. no	Server Role
1	Control Domain
2	Production Database Server

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3	warehouse Database Server
4	Control Domain
5	Production Database Server
6	Warehouse Database Server
7	Control Domain
8	WebLogic Application Server
9	Test Server
10	Bigdata AppTest Server
11	App Test server
12	Print Server

Sl. no	Server Role
13	Stagging server
14	Big data DB Test Server
15	Control Domain
16	WebLogic Application Server
17	LDAP Server
18	OBI Application Server
19	Database Server
20	Backup Server
21	Database Server
22	Database Server
23	Database Server
24	Tape Library
25	Database Server
26	Database Server
27	Control Domain
28	Application Server
29	Control Domain
30	Application Server

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