

**Government of Odisha
Commercial Tax Organisation**

Dated: 31-01-2014

Tender Notice No. V-15/2013-1490/CT

Bids, valid for a minimum period of 120 days from the date of opening are invited for Selection of a Service Provider for Supplying, Setting up and maintaining new infrastructure for Commercial Tax Organisation, Government of Odisha.

<i>Tender Fees</i>	<i>Rs. 20,000/- + 5% VAT</i>
<i>Earnest Money Deposit to be submitted</i>	<i>1% of the Bid Value (to be submitted in sealed cover)</i>

**Sd/-
Authorized Signatory**

Commercial Tax Organisation, Government of Odisha

TENDER DOCUMENT

FOR

Selection of a Service Provider for Supplying, Setting up and Maintaining new infrastructure for Commercial Tax Organisation, Government of Odisha

Bids, valid for a period of given in the "Annexure D-III: Validity of Bids, Rates etc" from the date of opening, are invited for "***Selection of a Service Provider for Supplying, Setting up and Maintaining new infrastructure for Commercial Tax Organisation, Government of Odisha***" as per details given in 'Annexure A - II: Scope of work' and broadly categorized as:

1. Procurement, installation, commissioning and maintenance of infrastructure including storage, software and network infrastructure for the proposed Primary production site at Odisha State Data Centre (OSDC), Bhubaneswar and at the Secondary site at OCTD Head Office, Cuttack as per details mentioned in the RFP.
2. Setting up and maintaining an error-free, robust data replication infrastructure between the two sites viz. setup at OSDC, Bhubaneswar and setup at OCTD Head Office, Cuttack
3. Deployment of staff for system administration for infrastructure setup at OSDC and OCTD Head Office.

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1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- i. **"Agreement"** means the Form of Agreement together with the contents and specifications set out in all the volumes of the RFP;
- ii. **"Applicable Laws"** includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority;
- iii. **"Bidder"** means Service Providers which are shortlisted through the invitation of Request for proposal (RFP).
- iv. **"Bespoke Software"** means the software designed, customized, developed, tested and deployed by the Service Provider for the purposes of rendering the Services to the Stakeholders of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (except for the customization components on such products), proprietary software components and tools deployed by the Service Provider, and which, i.e., the bespoke software, shall be solely owned by Commercial Tax Organisation, Government of Odisha;
- v. **"Business Day"** means any day that is not a Sunday or a public holiday (as per the official holidays observed by Commercial Tax Organisation, Government of Odisha (OCTD));
- vi. **"Confidential Information"** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / Bidder's Team by virtue of this Contract that:
 - a. is by its nature confidential or by the circumstances in which it is disclosed confidential; or
 - b. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;but does not include information which is or becomes public knowledge other than by a breach of this Contract;
- vii. **"Contract"** means the Agreement entered into between the Purchaser and the Service Provider as recorded in the Contract form signed by the Purchaser and the Service Provider including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;
- viii. **"Control"** means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of any entity, whether through the ownership of voting securities, by agreement or otherwise;

- ix. **“Primary Data Centre”** or **“PDC”** means the primary centre where data, software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices are housed and operated from;
- x. **“Secondary Data Centre”** means the near site centre where data, software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices are housed and operated from. This site will act as the replica for primary data centre and also enable redundant channel for e-Services availability;
- xi. **“Deliverables”** means the products, infrastructure and services agreed to be delivered by the Service Provider in pursuance of the Agreement as listed in Annexure A: Scope of Work of the RFP and includes all documents related to the solution, user manual, training materials, technical manual, and operating manuals, service mechanisms, policies and guidelines and all respective modifications;
- xii. **“Implementation Sites”** or **“Project Locations”** shall mean any or all the locations (including State Data Centers and Department locations including Head Quarters, Ranges and circles), where this project is to be implemented by Service Provider pursuant to the Agreement;
- xiii. **“Value Added Tax Information System”** or **“VATIS”** means an application developed for use by the Commercial Tax Organisation, Government of Odisha and as an outcome of the effort of the Department to bring reforms and facilitate the delivery of e-services like e>Returns, e>Returns, e>Returns, online tax payments, assessments, etc. The term includes online services as part of online portal.
- xiv. **“Listed Assets”** means entire hardware and software, or any other information technology infrastructure components which are to be purchased by the Service Provider for and on behalf of Commercial Tax Organisation, Government of Odisha;
- xv. **“Material Adverse Effect”** means material adverse effect on (a) the ability of the SI to perform/discharge any of its duties/obligations under and in accordance with the provisions of this MSA and/or SLA; and/or (b) the legal validity, binding nature or enforceability of this RFP and/or the SLA;
- xvi. **“Nodal Officer, OCTD”**, means the Assistant Commissioner of Commercial Taxes (IT & Policy), Commercial Tax Organisation, Government of Odisha who is to be responsible for discharging all the responsibilities under this RFP;
- xvii. **“Operations and Maintenance”** or **“O&M”** means the services to be rendered, as per the SLA, during the period commencing from the “Go-Live date” till the expiry or termination of the Master Service Agreement;
- xviii. **“Performance Guarantee”** or **“Performance Bank Guarantee”** or **“PBG”** @ 10% of the agreement value may be submitted by the service provider to the Commissioner of Commercial Taxes, Odisha in the form of Bank Guarantee of the any Nationalised Bank valid for a period of 120 days.

- xix. **"Project Assets" or "Assets"** shall mean to include (i) Listed Assets and (ii) entire hardware and software, or any other information technology infrastructure components used and other facilities leased / owned by the Service Provider to be used for the delivery of the Services pursuant to the Agreement.
- xx. **"Project Data"** means all proprietary data of the Project generated out of the Project operations and transactions, documents and related information including but not restricted to data which the Service Provider obtains, possesses or processes in the context of providing the Services to the purchasers pursuant to this RFP including the SLA;
- xxi. **"Project Implementation Phase"** means the period between the Effective Date and the Go-Live date, it is expected that the Implementation would be done by Service Provider in a period of 44 weeks from the Effective Date;
- xxii. **"Project Implementation Completion date"** means the date on which the OCTD System is completely operational as per the requirements specified in the RFP have been met by Service Provider covering all phases and Operation and Maintenance Phase has commenced, which includes integration, configuration, customization, extension and third party audit agency designated by OCTD, establishment of network connectivity, deployment of hardware, Site preparation, application migration, Operation & maintenance for Commercial Tax Organisation, Divisional and Circles offices are successfully concluded to the satisfaction of OCTD.
- xxiii. **"Project Operations and Maintenance Phase/Stage"** means the phase in which O&M is to be carried out by the Service Provider as per the terms and conditions of this contract period, after declared completion of Project Implementation Phase.
- xxiv. **"Project Proprietary Information"** shall mean Proprietary Information of the OCTD provided to the Service Provider for providing the Services and include all modifications, enhancements and other derivative works of such Project Proprietary Information arising as a result of Services rendered by the Service Provider,
- xxv. **"Proprietary Information"** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this RFP, or the SLA;
- xxvi. **"Purchaser"** means Commercial Tax Organisation, Government of Odisha
- xxvii. **"RFP" or "Request for Proposal"** means the documents containing the Technical, Functional, Operational, Commercial and Legal specifications for the implementation of the Project, issued in this one volume and also includes the clarifications, explanations and amendments issued by Commercial Tax Organisation, Government of Odisha from time to time.
- xxviii. **"Replacement Service Provider"** means any third party that the Purchaser may appoint to replace the Service Provider upon expiry of the Term or otherwise termination of this RFP or the SLA to undertake the Services or part thereof;
- xxix. **"Services"** means the contents and services to be rendered during the Project Implementation Phase and the Operation and Management Phase including but not limited to the services to be delivered to the Stakeholders as specified in the RFP.

- xxx. **“Service Level”** means the level of service and other performance criteria which will apply to the Services as set out in Annexure G on SLA;
- xxxi. **“Service Level Agreement” or “SLA”** means the agreement on service levels between Commercial Tax Organisation, Government of Odisha and Service Provider, in terms of the Service Level requirements as per the model set out in Annexure G of this RFP;
- xxxii. **“Stakeholders”** mean all stakeholders, as defined in Annexure A of the RFP.
- xxxiii. **“State Modules”** means any state specific modules designed, developed, implemented, enhanced and maintained by the System as mentioned in the RFP;
- xxxiv. **“Service Provider” or “SP”** means the agency selected by the Purchaser, which is responsible for integration, configuration, establishment of network connectivity, deployment of hardware, site preparation, site migration, handholding support and operation & maintenance for Commercial Tax Organisation as specified in the RFP.
- xxxv. **“Service Provider Proprietary Information”** shall mean Proprietary Information of the service provider and shall include all modifications, enhancements and other derivative works of Service Provider;
- xxxvi. **“Third Party Systems”** means systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which SP has been granted a license to use and which are used in the provision of Services;
- xxxvii. **“Third Party Agency”** means the agency appointed by the OCTD for the purpose of certification of the hardware and software by conducting various types of tests.

2. Tender Fees and EMD

- 2.1. Tender Fess must be submitted as per “Annexure IV: Tender Fees, Earnest Money Deposit and Performance Bank Guarantee”.
- 2.2. EMD must be submitted as per “Annexure IV: Tender Fees, Earnest Money Deposit and Performance Bank Guarantee”.
- 2.3. Unsuccessful Bidders EMD will be returned / discharged after the award of Contract to the successful bidder. No interest will be paid by the Purchaser on the EMD amount.
- 2.4. The successful bidders EMD will be discharged upon the bidder executing the contract and furnishing the Performance Security. No interest will be paid by the Purchaser on the EMD amount.
- 2.5. Unsuccessful Bidder’s EMD will be discharged/ returned after award of contract to the successful Bidder. No interest will be paid by the Purchaser on the EMD amount.
- 2.6. The EMD may be fortified:
 - 2.6.1.If a Bidder withdraws its Bid during the period of Bid Validity specified by the Bidder in the Bid or;
 - 2.6.2.If a bidder provide any incorrect statement or information at any stage or:
 - 2.6.3.In case of successful bidder, if the Bidder fails
 - 2.6.3.1. To sign the contract or,
 - 2.6.3.2. To furnish Performance Security

3. Pre-Qualification Criteria

- 3.1. Pre-Qualification is given in the “Annexure A-III: Pre-Qualification” and it must be filled up.
- 3.2. Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in the “Annexure A-III: Pre-Qualification”.
- 3.3. If the bid is not accompanied by all the requisite supporting documents, the bid would be rejected.
- 3.4. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, Purchaser reserves the right to seek clarifications on the already submitted documents.

4. Technical Bid

- 4.1. Details of services and Technical Specifications/requirement to be provided are given in “Annexure A-II: Scope of Work” and “Annexure B: Technical Formats”
- 4.2. List of Enclosures to be submitted properly numbered and indexed along with signatures of the authorized representative of quoting vendors.
- 4.3. The bid submitted by the Bidder shall comprise of the following components:
 - a. Tender Fees and Earnest Money Deposit (EMD)
 - b. Pre-Qualification Bid
 - c. Technical Bid - The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:
 - o Technical Checklist

- Board resolution / authorization letter executed by the Bidder in favour of the Principle officer or the duly authorized representative, certifying him as an authorized signatory for the purpose of this tender
- Annexure B - Technical Bid Submission Formats
 - Annexure I: Technical Bid Letter
 - Annexure II: Bidder's Particulars for Technical Bid
 - Annexure III: Methodology for Manpower Deployment & Training
 - Annexure IV: Description of Management Processes
 - Annexure V: Technology Solution and Maintenance Plan
 - Annexure VI: Business Continuity Planning/Disaster Recovery (BCP/DR) Approach
 - Annexure VII: C.V. Format
 - Annexure VIII: Details of Experience
 - Annexure X: Details of Litigations/Ineligibility for corrupt or fraudulent practices
 - Annexure X: Copy of Financial Bid with the price column of the price bid format blanked out.
 - ✓ The Bidders would need to submit a blank copy of its Commercial Tender (Annexure C-II: Break-up of Cost Components) with the technical Tender in compliance to the terms specified providing all the details, however, entire price related details should be omitted from this copy. The Bidder should provide a tick (☑) mark against each item of the price bid format to indicate that there is a quote against this item in the Financial Bid

5. **Financial Bid**

- 5.1. The Financial Bid (Annexure C), besides the other requirements of the Tender, shall comprise of the following:
- a. Annexure I : Financial Bid Letter
 - b. Annexure II : Break-up of Cost Components

6. **Time Schedule**

- 6.1. As per "Annexure A-V: Time Schedule".

7. **Pre Bid Session**

- 7.1. There will be a Pre-bid meeting with the vendors as mentioned in the "Annexure A-V: Time Schedule" for any clarifications regarding tender technical specifications and tender terms & conditions.
- 7.2. Bidder will be required to submit the queries 3 working days before the pre-bid meeting. All enquiries from the bidders relating to this RFP must be submitted in writing exclusively to the Nodal Officer, OCTD. The mode of delivering written questions would be through post or email. In no event will the OCTD be responsible for ensuring that bidder's inquiries have been received by OCTD.
- 7.3. Purchaser will not be bound to clarify any query after the pre-bid meeting.

7.4. Only 2 representatives for each bidder will be allowed to attend Pre-bid session.

8. Bid Submission Process

- 8.1. Bids are to be submitted as per the "Annexure D-I: Bid Submission".
- 8.2. In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- 8.3. Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
- 8.4. Un-signed & un-stamped bid shall not be accepted.
- 8.5. All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- 8.6. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- 8.7. Ambiguous bids will be out rightly rejected.
- 8.8. Purchaser will NOT be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- 8.9. The Bidder is required to submit as per the bid submission requirements. The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- 8.10. The basic prices in Indian rupees should be quoted separately for each set of items given in "Annexure B: Technical Formats" inclusive of Documentations of sub assemblies of system and Operating Manuals of the systems, Packing, Forwarding, Freight, Insurance, Installation charges at sites and Warranty etc. Excise duty and Sales tax and any other tax as applicable should be quoted separately, failing which these are not payable extra.
- 8.11. Financial bid may be submitted as per "Annexure C: Financial Formats" for the corresponding configuration/description indicated in Annexure B: Technical Formats.
- 8.12. Financial bids will be evaluated as per the principle provided vide Finance Department, Government of Office Memorandum No. Codes27/11(Pt)-13290/F dated 02.04.2014.
- 8.13. Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
- 8.14. If any clarification is required, the same should be obtained before or during pre-bid meeting only
- 8.15. Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipments/sub-systems with the Technical Bid.
- 8.16. Printed and uploaded terms and conditions (General Conditions) of the Bidder will not be considered as forming part of their Bids. In case the Services being offered have deviations from the requirements/ specifications laid down in this RFP, the Bidder shall describe in what respects and to what extent the Services being offered differ/deviate from the requirements, even though the deviations may not be very material. The Bidder must state categorically whether or not his offer conforms to tender requirements / specifications and indicate deviations, if any, in his Technical Bid ("Annexure F – III: Statement of Deviation from Schedule of Requirements"). In case, compliance is not mentioned for a few points and deviations/assumptions are not mentioned in Annexure F –III, those points will be considered as complied.

- 8.17. Any deviations / assumptions mentioned elsewhere in the Bid, other than the formats ("Annexure F – III: Statement of Deviation from Schedule of Requirements") will not be considered by the Purchaser.
- 8.18. Tender process will be over after the contract is signed with the selected bidder.
- 8.19. Bids not quoted as per the format given by Purchaser will be rejected straightway.
- 8.20. Purchaser shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.
- 8.21. Any bid delivered or uploaded after the submission deadline will not be considered.

8.22. Amendment of Tender Document

- 8.22.1. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment.
- 8.22.2. The amendment will be uploaded on the website "https://odishatax.gov.in".
- 8.22.3. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, Purchaser may, at its discretion, extend the last date for the receipt of Bids.
- 8.22.4. Purchaser may at any time during the tendering process ask the Bidder to submit revised Technical / Financial Bids and/or Supplementary Financial Bids without thereby incurring any liability to the affected Bidder or Bidders.

8.23. Clarification on Tender Document

A prospective Bidder requiring any clarification on the Tender Document may submit his queries to Purchaser via email as per schedule indicated in "Annexure A-V: Time Schedule". The queries must be submitted in the following format only to be considered for clarification:

Please submit the queries in spreadsheet format.

Sr. No	Section No.	Clause No.	Reference/ Subject	Clarification Sought

Note: Purchaser shall not respond to any queries received later than the dates prescribed by in "Annexure A-V: Time Schedule" of this tender document and / or not adhering to the above mentioned format. Purchaser's response (including the query but without identifying the source of inquiry) will be circulated.

8.24. Prices

- 8.24.1. The Bidder shall indicate in the proforma prescribed, the unit rates and total Prices of the manpower / equipment / services, it proposes to provide under the Contract.

- 8.24.2. The unit prices quoted in the above mentioned proforma will be used to calculate charges for 'change orders', if any.
- 8.24.3. In absence of above information as requested in Clause 8.24.1 above, a bid may be considered incomplete and be summarily rejected.
- 8.24.4. The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the requirements are intended to give the Bidders an idea about the order and magnitude of the work and are not in any way exhaustive and guaranteed by Purchaser. Bidder shall carry out requirement analysis of the infrastructure needed in accordance with the requirements of the tender document and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender document to complete the work duly operable and safe. If during detailed planning any upward revisions of the specifications given in the Bid Document are to be made to meet the requirement of bid documents; all such changes shall be carried out within the contract price without any impact to Purchaser.
- 8.24.5. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification. The prices shall be indicated in Indian Rupees (INR) only.
- 8.24.6. The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately in "Annexure C-II: Break-up of Cost Components". However, should there be an increase in the government taxes; the same would be paid to the bidder. Similarly any benefits arising due to reduction of the tax rates should be passed on to Purchaser.
- 8.24.7. Purchaser reserves the right to review and negotiate the pricing model and charges payable for the Operations and Maintenance at the beginning of each year or at any time at the request of purchase whichever is earlier to incorporate downward revisions as applicable and necessary.

8.25. **Discount**

- 8.25.1. The Bidders are advised not to indicate any separate discount in the Financial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, Purchaser shall avail such discount at the time of award of contract.

9. **Bid Opening Process**

- 9.1. The sealed covers containing EMD and Tender Fees only will be opened by Purchaser as mentioned in the "Annexure A-V: Time Schedule".
- 9.2. Financial bids of only those bidders, whose bids found qualified, will be opened subsequently for further evaluation.
- 9.3. Only authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

9.4. Please refer to "Annexure D: Bid Submission and Evaluation Mechanism" for more details

10. Evaluation of Financial Bids

- 10.1. The Financial Bids of only those Bidders short listed will be opened on a specified date and time to be intimated to the respective Bidders by Tender Process Section of Purchaser.
- 10.2. If Purchaser considers necessary, revised Financial Bids could be called for from the short-listed Bidders, before opening the original financial bids for recommending the final selection.
- 10.3. In the event of revised financial bids being called the revised bids should NOT be higher than the original bids, otherwise the bid shall be rejected and EMD forfeited.
- 10.4. The Financial Bids will be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 10.5. The overall Contract Value shall be used by the Purchaser for the purpose of financial evaluation of bids and determination of the successful bidder.
- 10.6. Please refer to "Annexure D: Bid Submission and Evaluation Mechanism" for more details

11. Selection Process

- 11.1 The selected bidder shall be required to give Performance Bank Guarantee @ 10% of the agreement value may be submitted by the service provider to the Commissioner of Commercial Taxes, Odisha in the form of Bank Guarantee of any Nationalised Bank valid for a period of 120 days. as mentioned in the Annexure D-III: Validity of Bids, Rates.
- 11.2 Bank Guarantee for Contract Performance will have to be renewed for such further periods till validity of the contract and thereafter the Bank Guarantee for Contract Performance shall be refunded to the vendor without any interest.
- 11.3 The SP should not assign or sublet any activities under the contract or any part of it to any other agency as per "Annexure A – II: Detailed Scope of Work". Failure to do so shall result in termination of contract and forfeiture of Bank Guarantee for Contract Performance.
- 11.4 Purchaser may, at any time, terminate the contract by giving written notice to the SP without any compensation, if the SP becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Purchaser.
- 11.5 During the validity of the contract, in case Purchaser notices that the market rates have come down from the time the rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, Purchaser will ask the vendor to re-quote the prices
- 11.6 In the event the selected bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations and execution responsibilities under the agreement with Purchaser, should be passed on for compliance by the new company in the negotiation for their transfer.

- 11.7 If the name of the product is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to Purchaser and the obligations with Purchaser taken by the vendor with respect to the product with the old name shall be passed on along with the product so renamed.

12. General Terms of Purchase Orders

- 12.1 Purchaser may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
- 12.2 If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of Purchaser changed order.
- 12.3 Purchaser reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Department Purchaser's action.
- 12.4 Prior to the expiry of the period of bid validity, pursuant to "Annexure D-III: Validity of Bids, Rates etc", Purchaser will notify the successful Bidder in writing by fax or registered letter or email that its bid has been accepted.
- 12.5 Upon the successful Bidder's furnishing of Bank Guarantee as per "Annexure A-IV: Tender Fees, Earnest Money Deposit and Bank Guarantee", Purchaser may notify each unsuccessful Bidder and will discharge the EMD.

12.6 Signing of Contract

- 12.6.1 At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, Purchaser will send the Bidder the Pro forma for Contract "Annexure F - I: Proforma for Form of Agreement" provided in the Tender Document, incorporating all agreements between the parties.
- 12.6.2 Within 15 days of receipt of the Contract, the successful Bidder shall furnish the performance bank guarantee @ 10% of the agreement value may be submitted by the service provider to the Commissioner of Commercial Taxes, Odisha in the form of Bank Guarantee of the any Nationalised Bank valid for a period of 120 days valid for a period of contract plus three additional months in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed in "Annexure F- II: Proforma for Bank Guarantee for Contract Performance" and sign with date the Contract and return it to Purchaser, failing which Purchaser reserves the right to annul the contract and invite the L2 Bidder for signing of the contract. In such a case, the EMD of L1 bidder will stand forfeited.
- 12.6.3 In case of exigency, if Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

12.7 Key Performance Measurements

- 12.7.1 Unless specified by Purchaser to the contrary, the Service Provider shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work, Service Specifications and Service Levels as laid down in this tender.
- 12.7.2 If the Contract, Scope of Work, Service Specification includes more than one document, then unless Purchaser specifies to the contrary, the latter in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 12.7.3 Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Schedule of Requirements. Purchaser reserves the right to amend any of the terms and conditions in relation to the Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Schedule of Requirements.

12.8 Transition Management

- 12.8.1 Post the contract period, the Service Provider is expected to provide a smooth handover of all the knowledge material and assets to Purchaser at no transfer cost.
- 12.8.2 Post the contract period, if a new vendor is selected by Purchaser for the next contract, the Service Provider is expected to provide adequate knowledge transfer and training to the new vendor over a period of contract as mutually agreed with the Purchaser, new vendor and Service Provider. The knowledge transfer/training should necessarily cover details on
 - o Entire system architecture and management
 - o Nature and type of incidents and resolutions including any FAQs and reference material
 - o Effective resolution mechanisms, if any, etc.

12.9 Purchaser's Right of Monitoring, Inspection and Periodic Audit

- 12.9.1 Purchaser reserves the right to inspect and monitor/assess the progress / performance / maintenance of the systems at any time during the course of the Contract. Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
- 12.9.2 Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Service Provider of its obligations/functions in accordance with the standards committed to or required by Purchaser and the Service Provider undertakes to cooperate with and provide to Purchaser/ any other agency appointed by Purchaser, all documents and other details or information as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Service Provider failing which Purchaser may, without prejudice to any other rights that it may have issue a notice of default.

12.10 Intellectual Property Rights

- 12.10.1 **In case of Bespoke development of any application required for providing required services to the Purchaser:** The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the purchaser. Once transferred, the purchaser shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.
- 12.10.2 **In case of deployment of COTS products:** Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Bidder shall be property of the User. The Bidder should create a repository of such resources and provide access to Purchaser. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser
- o Bidder shall not only support Purchaser with the proposed COTS during the contract period, but also, confirm that after the expiration / termination of the initial contract, continued support will be provided by the Bidder to the Purchaser, in case Purchaser chooses to maintain / upgrade the COTS proposed, either directly or through third party agency (s)
 - o Continued support to the Purchaser will be subject to the purchase of support by the Purchaser post termination / expiry of contract
 - o The customized source code with its full rights shall be handed over to the Purchaser
- 12.10.3 If Purchaser desires, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Bidder, and which may be assigned by the Purchaser to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract, shall be acquired in the name of the Purchaser, prior to termination of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.
- 12.10.4 The Bidder / Bidder's Team shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the

Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or the Bidder's Team during the course of performance of the Services. In case of any infringement by the Bidder / Bidder's Team, Bidder shall have sole control of the defense and all related settlement negotiations.

12.11 Information Security

- 12.11.1 The Service Provider / Service Provider's Team shall not carry any written/printed document, layout diagrams, CDs, DVDs, hard disk, storage tapes, other storage devices or any other goods /material proprietary to Purchaser into / out of the Data Centre Sites and Purchaser office location without written permission from the Purchaser.
- 12.11.2 The Service Provider / Service Provider's Team shall not destroy any unwanted documents, defective tapes/media present at the Data Centre Sites and Purchaser office location on their own. All such documents, tapes/media shall be handed over to the Purchaser.
- 12.11.3 All documentation and media at the Datacenter Sites shall be properly identified, labeled and numbered by the Service Provider. Service Provider shall keep track of all such items and provide a summary report of these items to the Purchaser on a monthly basis.
- 12.11.4 The Service Provider / Service Provider's Team shall follow Purchaser's Information Security policy, if any. Access to Purchaser's data and systems, Email and Internet facility by the Service Provider / Service Provider's team at the Data Centre Sites and Purchaser office location shall be in accordance with the security and access policies set by the Purchaser, if any.
- 12.11.5 Service Provider / Service Provider's Team acknowledge that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Service Provider along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of Purchaser depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider / Service Provider's team could damage the goodwill of Purchaser, and that by reason of Service Provider / Service Provider's duties hereunder. Service Provider / Service Provider's team may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.
- 12.11.6 Service Provider shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Service Provider by Purchaser, including any copies or reproductions, both hardcopy and electronic.

12.12 Records of Contract Documents:

- 12.12.1 The Service Provider shall at all time make and keep sufficient copies of the process manuals, training manuals operating procedures, specifications, Contract documents and any other documentation at head quarter/division/circle level to fulfill his duties under the Contract.
- 12.12.2 The Service Provider shall keep at each site (head quarter/SDC) at least three copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by Purchaser's Representative and by any other person authorized by Purchaser's Representative. Where one or more of Service Provider's offices are deployed in the works, all requirements of the Contract and Service Provider's obligation under the Contract shall apply equally at each office so deployed.

12.13 Ownership and Retention of Documents

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

12.14 Confidentiality

- 12.14.1 The Service Provider shall not use Confidential Information, the name or the logo of Purchaser except for the purposes of providing the Service as specified under this contract;
- 12.14.2 The Service Provider may only disclose Confidential Information in the following circumstances:
- a) with the prior written consent of Purchaser;
 - b) to a member of the Service Provider's Team ("Authorized Person") if:
 - the Authorized Person needs the Confidential Information for the performance of obligations under this contract;
 - the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
- 12.14.3 The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Purchaser.
- 12.14.4 The Service Provider shall notify Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Purchaser.
- 12.14.5 The Service Provider shall be liable to fully recompense Purchaser for any loss of revenue arising from breach of confidentiality. Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Service Provider in relation to a dispute arising out of breach of obligation by the Service Provider under this clause.

12.15 Change Orders/Alteration/Variation

- 12.15.1 The Service Provider agrees that the requirements and Service requirements given in the Tender documents are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser:
- Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, drawings etc. of the Tender documents which the Service Provider had not brought out to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Service Provider without any time and cost effect to Purchaser.
 - It shall be the responsibility of the Service Provider to meet all performance and other requirements of the Purchaser as stipulated in the Tender document / Contract. Any upward revisions / additions of quantities, specifications, technical manpower, service requirements to those specified by the Service Provider in his Bid documents, that may be required to be made during installation / acceptance of the System or at any time during the currency of the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the Tender documents shall not constitute a change order and shall be carried out by the Service Provider without any change order and without any time and cost effect to the Purchaser whatsoever
- 12.15.2 The Purchaser may at any time, by a written change order given to the Service Provider, make changes within the general scope of the Contract. The Purchaser will have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of services / dispatch of goods / equipments) the Quantities, Licenses and/or Specifications of the goods/equipment to be supplied and installed by the Service Provider or service requirements, as mentioned in the Contract, at any time during the contract period.
- 12.15.3 The written advice to any change shall be issued by the Purchaser to the Service Provider up to 4 (four) weeks prior to the due date of provisioning/supply of such goods/equipments or commencement of services.
- 12.15.4 In case of increase in Quantities/ Licenses / Specifications or Service requirements or in case of additional requirement, the Service Provider agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in the Contract or as mutually agreed to by both the parties except for the appropriate extension of time to be allowed for delivery/installation of such extra goods/equipment or for commencement of such services. In case of decrease in Quantities or Specifications of goods/equipment or Service requirements, the Service Provider shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.
- 12.15.5 In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Service Provider shall not be entitled to any claim by way of change of price, damages, losses, etc. The Service Provider shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/canceling Scope of work

12.16 Conditions for Change Order

- 12.16.1 The change order will be initiated only in case (i) the Purchaser directs in writing the Service Provider to incorporate changes to the goods or design requirements already covered in the Contract. (ii) the Purchaser directs in writing to the Service Provider to include any addition to the scope of work or services covered under this Contract or delete any part thereof, (iii) Service Provider requests to delete any part of the work which will not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser,
- 12.16.2 Any change order comprising an alteration which involves change in the cost of the goods and/or services (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.
- 12.16.3 If the Contract provides applicable rates for the valuation of the variation in question the Contract Value shall subject to Clause 12.16.4 of this section be increased or decreased in accordance with those rates.
- 12.16.4 If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Value which shall represent the change in cost of the goods and/or works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.
- 12.16.5 If there is a difference of opinion between the Service Provider and Purchaser's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 12.17.11 of this section.

12.17 Procedures for Change Order

- 12.17.1 Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Service Provider would verbally discuss the matter with Purchaser's Representative.
- 12.17.2 In case such requirement arises from the side of the Service Provider, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof.
- 12.17.3 In either of the two cases as explained in Clause 12.17.1 and Clause 12.17.2 of this section, the representatives of both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.
- 12.17.4 If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the Service Provider and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
- 12.17.5 Service Provider will study the revised requirement in accordance with the joint memorandum under Clause 12.17.4 of this section and assess subsequent schedule and cost effect, if any.

- 12.17.6 Upon completion of the study referred to above under Clause 12.17.5 of this section, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether Service Provider should proceed with the change order or not in the best interest of the works.
- 12.17.7 The estimated cost and time impact indicated by Service Provider shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.
- 12.17.8 The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.
- 12.17.9 In case Service Provider fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the Service Provider.
- 12.17.10 If Purchaser accepts the implementation of the change order under Clause 12.17.6 of this section in writing, which would be considered as change order, then Bidder shall commence to proceed with the enforcement of the change order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule.
- 12.17.11 In case, mutual agreement under Clause 12.17.4 of this section, i.e. whether new requirement constitutes the change order or not, is not reached, then Service Provider in the interest of the works, shall take up the enforcement of the change order, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- 12.17.12 The Service Provider shall submit necessary back up documents for the change order showing the break-up of the various elements constituting the change order for the Purchaser's review. If no agreement is reached between the Purchaser and Service Provider within 60 days after Purchaser's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration

12.18 Conditions for revised work / change order

- 12.18.1 The provisions of the Contract shall apply to revised work / change order as if the revised work / Change order has been included in the original Scope of work. However, the Contract Value shall increase / decrease and the schedule shall be adjusted on account of the revised work / Change orders as may be mutually agreed in terms of provisions set forth in Clause 12.17 of this section. The Service Provider's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

12.19 Suspension of Work

- 12.19.1 The Service Provider shall, if ordered in writing by Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Service Provider, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Service Provider. In case the suspension of works, is not consequent to any default or failure on the part of the Service Provider, and lasts for a period of more than 2 months, the Service Provider shall have the option to request Purchaser to terminate the Contract with mutual consent.
- 12.19.2 In the event that Purchaser suspends the progress of work for any reason not attributable to the Service Provider for a period in excess of 30 days in aggregate, rendering the Service Provider to extend his performance guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Service Provider producing the requisite evidence from the bank concerned.
- 12.19.3 If the Service Provider is not able to comply with the contractual obligations completely within the specified period, the EMD/Bank Guarantee for Contract Performance will be forfeited in full. Besides legal action shall be taken separately.

13. Penalty Calculation Process

- 13.1 Any unjustified and unacceptable delay beyond the delivery, installation and commissioning schedule as per contract will render the Service Provider liable for penalty or liquidity damages as per the rate as mentioned in the "Annexure G-I: Service Level Agreement"

14. Installation Process

- 14.1 During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the Service Provider at its own cost and risk within 30 days from the date on which the Service Provider has been informed of such damage.

15. Payment Process

- 15.1. Purchaser shall make payments only to the Bidder at the times and in the manner set out in the Payment schedule as specified later in this contract (Annexure E – I Payments) subject always to the fulfillment by the Bidder of the obligations herein. Purchaser will make all efforts to make payments to the Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents.
- 15.2. Purchaser shall make all payments under this Contract, as set out in the Payment clause to the Bidder only and shall not be liable to make any payments or for any other related obligation under this contract to any other party including but not limited to the Bidder's sub-contractors or any other member of Bidder's Team or any third party engaged by the Bidder in any way connected with the discharge of the Bidder's obligation under the Contract and in any manner

- whatsoever. The Bidder shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.
- 15.3. All payments agreed to be made by Purchaser to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.
- 15.4. Payment shall be paid at the times and in the manner set out in the Payment schedule as specified under to Annexure E – I Payments, against value of contract. Service Tax shall be charged on actuals as per the applicable rates. However, Service Tax shall be reimbursed against submission of payment proofs. Works contract taxes, if any applicable, shall be reimbursed against actual and against submission of payment proofs.
- 15.5. In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value. No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been approved by the Purchaser as per mutually agreed rates in writing in accordance with Clause on Change order.
- 15.6. In the event of Purchaser noticing at any point of time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Purchaser, the Purchaser shall, after notifying the Authorised Representative of the Bidder in writing and without prejudice to its rights, deduct such amount from any payment due to the Bidder or recover such amounts by other means. The details of such recovery, if any, will be intimated to the Bidder within a stipulated time frame as agreed to by both the parties.
- 15.7. In the event of the Bidder noticing at any point of time that there has been short payment by the Purchaser on any invoice, the Bidder shall bring it to the record of the Authorised Representative of the Purchaser. The amount due to the Bidder will be released through a fresh invoice or as mutually agreed to by both the parties.
- 15.8. **Deductions:**
- 15.8.1. All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Purchaser from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the Bidder on chargeable basis.
- 15.9. **Duties, Taxes and Statutory levies.**
- 15.9.1. The Bidder shall bear all personnel taxes levied or imposed on its personnel, sub-contractor(s), consultants, or any other member of Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.

15.9.2. Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the Purchaser for work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

15.9.3. **If there is any reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.**

15.9.4. The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and the Purchaser shall not bear responsibility for the same. Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/Bidder.

15.9.5. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

16. Protection and Limitations

16.1. The warranty period for the systems shall be taken into account from the date of completion of supply of products, its successful installation/commissioning and acceptance by Purchaser, including free spare parts, kits etc. Failure to provide satisfactory warranty service/support shall attract penalties.

16.2. Representation and Warranties

16.2.1. In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a) That the selected Bidder along with its sub-contractors have the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this contract
- b) That the Bidder and its sub-contractors are not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.
- c) That the representations and warranties made by the Bidder in its Bid, Tender and Contract are and shall continue to remain true and correct throughout the term of this Contract and Bidder shall fulfill all the requirements as are necessary for executing the obligations and

responsibilities as laid down in the Contract and the Tender and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

- d) That the Bidder and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.
- e) That the Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced..
- f) That the Bidder /Bidder's Team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g) That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
- h) That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
- i) That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- j) That all conditions precedent under the Contract has been satisfied.
- k) That neither the execution and delivery by the Bidder /Bidder's Team of the Contract nor the Bidder's /Bidder Team's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.
- l) That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- m) That the Bidder confirms that there has not been and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

- n) That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- o) That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the performance of the project under this contract and regarding the same the Bidder does not, so far as the Bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Bidder is aware, none of the Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations for the performance of this contract are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto. The remedy for any breach of this Clause shall be the indemnity set forth in Clause 12.10.3 of this section for Intellectual Property Rights.
- p) That the Bidder agrees to incorporate, within the contract value, all hardware configuration, software changes, upgrades and patches to the system, announced by him from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system.
- q) That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied hardware and software to meet the requirements of the applications.
- r) If and when the system and/or components of the system are required to be relocated / shifted within the same Data Center Site or to a new Data Center Site, the Bidder shall undertake required work related for de-commissioning / re-commissioning and other associated work, at no additional cost to the Purchaser. Associated cost for transportation, insurance and packing shall however be borne by the Purchaser. For any such relocation / shifting efforts beyond two such occurrences during the contract period, extra charges shall be mutually agreed upon.

16.2.2. For the specified SLAs, the Bidder should additionally warrant the following conditions:

16.2.2.1. The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLA and to provide the Services;

16.2.2.2. The SLA has been executed by a duly authorized representative of the Bidder;

16.2.2.3. The Bidder is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence in compliance with the applicable laws;

- 16.2.2.4. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel;
- 16.2.2.5. Bidder has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services;
- a) The Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;
 - b) Bidder will use its reasonable endeavors to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, are updated, new, operational and functional; and
 - c) If Bidder uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to Purchaser to the extent possible. In the event that such warranties cannot be enforced by the Purchaser, the Bidder will enforce such warranties on behalf of the Purchaser and pass on to the Purchaser, the benefit of any other remedy received in relation to such warranties.

16.2.3. Warranties regarding project assets

- 16.2.3.1. A comprehensive warranty applicable on goods supplied under this contract shall be provided by the respective OEM for the period of contract from the date of acceptance of respective system by the Purchaser.
- 16.2.3.2. Technical Support for Software shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.
- 16.2.3.3. The Bidder warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- 16.2.3.4. The Bidder warrants that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- 16.2.3.5. The Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Data center Sites.
- 16.2.3.6. The Purchaser shall promptly notify the Bidder in writing of any claims arising under this warranty.
- 16.2.3.7. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

- 16.2.3.8. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.
- 16.2.3.9. Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable
- 16.2.4. In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the Agreement
- 16.2.5. Notwithstanding what has been stated elsewhere in this RFP and the Annexures attached herein, in the event the Service Provider is unable to meet the obligations pursuant to the implementation of the Projects and/or provide the Operations and Maintenance Services and any related scope of work as stated in this RFP and the Annexures attached herein, Purchaser will, inter alia, have the option to invoke the Performance Bank Guarantee after serving a written notice fifteen days in advance on the Service Provider. Such right of the Purchaser shall be without prejudice to any other rights or remedies available under law or agreement.

16.3. Limitation of Liability

- 16.3.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- 16.3.2. Except in the case of Gross Negligence or Willful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value.
- a) For the purposes of this Clause 16.3.2 of this section, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
 - b) "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.
- 16.3.3. This limitation of liability slated in Clause 16.3 of this section, shall not affect the Bidder liability, if any, for direct damage by Bidder/Bidder's Team to a Third Party's real property, tangible personal property or bodily injury or death caused by the Bidder/Bidder's Team or any person or firm/company acting on behalf of the Bidder in executing the work or in carrying out the Services."

16.4. Data protection and use

- 16.4.1. In the course of providing the Services the Bidder may be compiling, processing and storing proprietary Project Data relating to the Purchaser.
- 16.4.2. The Bidder and Purchaser are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.
- 16.4.3. As a processor of Project Data, the Bidder will process Project Data in accordance with the terms of this Tender.
- 16.4.4. The Bidder shall not transfer any Project Data to any person or organization unless otherwise authorized by the Purchaser in this regard.
- 16.4.5. Upon reasonable written request from a Party, the other Party will provide the requesting Party with such information that it has regarding the Project, its Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law or regulation.

16.5. Audit, access and reporting

- 16.5.1. Bidder shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, progress reports with reference to all related work, milestones and their progress during the implementation phase on a fortnightly basis.
- 16.5.2. Bidder should ensure reporting as per defined service levels in "Annexure G-I - Service Level Agreements of the RFP". The selected bidder shall establish and maintain a web-based project tracking system wherein all the project tasks / activities are tracked against the baseline plan in a prompt manner – so that any of the project stakeholders can monitor the project progress without having to request / wait for periodic project status reports. In order to meet this requirement, the project members from the Bidder's team must all diligently update the status in this tool at least on a daily basis. This shall be operated throughout the project duration to ensure coverage of the operational activities
- 16.5.3. Periodic meetings shall be held between the representatives of the Purchaser and the Bidder once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, once in every 30 days to discuss the performance of the contract.
- 16.5.4. Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- 16.5.5. A Core Committee involving representative of the Purchaser and senior officials of the Bidder shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the project.
- 16.5.6. All the goods, services and manpower to be provided / deployed by the Bidder under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract.
- 16.5.7. The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work / services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other

information which the Purchaser may require, to enable it to assess the progress/performance of the work / service.

- 16.5.8. At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.
- 16.5.9. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Purchaser's representative shall so notify the Bidder in writing.
- 16.5.10. The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser's representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- 16.5.11. The submission seeking approval by the Purchaser or Purchaser's representative of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.
- 16.5.12. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Bidder shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder within the contract value

17. Bidder's obligation

- 17.1. The Bidder's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to meet the Purchaser's objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and the Contract.
- 17.2. The bidder shall provide details of hardware / network components/physical or IT equipment deployed to meet the Service Level Agreements as per the RFP terms and conditions every quarter throughout the contract period.
- 17.3. Security and safety of data will be responsibility of the selected bidder and after completion of the project complete data for all the application software will be handed over to department and department reserves the right to validate the data and selected bidder will provide necessary assistance

- 17.4. The Bidder shall be responsible to the Purchaser for meeting all obligations of the sub-contractors for executing the 'Scope of Work' and meeting all obligations of this tender. The Bidder shall also be the sole point of contact for all matters relating to this Tender and Contract thereof.
- 17.5. Purchaser reserves the right to interview the personnel proposed that will be deployed as part of the project team. If found unsuitable, the Purchaser may reject the deployment of the personnel
- 17.6. Purchaser reserves the right to require changes in personnel which shall be communicated to the Bidder. Bidder with the prior approval of the Purchaser may make additions to the project team. Bidder shall provide the Purchaser with the resume of Key Personnel and provide such other information as the Purchaser may reasonably require. The Purchaser also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, Bidder shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- 17.7. In case of change in its team members, Bidder shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.
- 17.8. The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
- 17.9. The Bidder shall ensure that all the personnel identified for this project have high level of integrity. Bidder shall undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. Bidder shall obtain an undertaking from each of the personnel assigned and the same should be submitted to the Purchaser as and when demanded by the Purchaser. In addition, the Bidder would also get the background verification checks carried out for the personnel deployed. In addition, the Purchaser may also get the background verification carried out for Bidder's personnel. Any information needed for this activity by the Purchaser should be provided immediately by Bidder.
- 17.10. The Bidder shall maintain at the Data Centre Sites through Purchaser office location, at no extra cost to the Purchaser, desktops, printers, stationary, tools, equipment, etc. that may be required by his team during the contract period for performance of Services under this contract.
- 17.11. The Bidder shall be fully responsible for deployment / installation / development and integration of all the software and hardware components and resolve any problems / issues that may arise due to integration of components.
- 17.12. The Bidder shall ensure that the OEMs supply equipment/components including associated accessories and software required and shall support the Bidder in the installation, commissioning, integration and maintenance of these components during the entire period of contract. The Bidder shall ensure that the COTS OEMs supply the software applications and shall support the Bidder in the installation / deployment, integration, roll-out and maintenance of these applications during the entire period of contract.

- 17.13. All the software and hardware licenses that the Bidder proposes should be perpetual software licenses. The software licenses shall not be restricted based on location and the Purchaser should have the flexibility to use the software licenses for other requirements if required.
- 17.14. The Bidder shall ensure that the Annual Maintenance support for the software and hardware components is provided for the period from date of deployment of the software and hardware component till the end of contract. Annual Maintenance support shall include patches, updates and upgrades of the software and hardware components. Bidder shall ensure that there is a comprehensive onsite warranty / support arrangement for the aforementioned period with all the OEMs or transfer in favour of purchaser for the benefit of any warranties given by OEMs.
- 17.15. The Bidder shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM at the time of submission of bid. If, the OEM declares any of the products/solutions end-of-sale subsequently, the Bidder shall ensure that the same is supported by the respective OEM from its date of deployment till the one year plus of the end of contract to support transitioning.
- 17.16. If a product is de-supported by the OEM for any reason whatsoever, from the effective date of Contract till the end of contract months, the Bidder should replace the products/solutions with an alternate that is acceptable to the Purchaser at no additional cost to the Purchaser and without causing any performance degradation and/or project delays.
- 17.17. The Bidder shall ensure that the OEMs provide the support and assistance to the Bidder in case of any problems / issues arising due to integration of components supplied by him with any other component(s)/product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, Bidder shall replace the required component(s) with an equivalent or better substitute that is acceptable to Purchaser without any additional cost to the Purchaser and without impacting the performance of the solution in any manner whatsoever
- 17.18. The Bidder shall ensure that the OEMs for hardware/other infrastructure / software / servers / equipment supply and/or install all new releases, versions, any type of updates, upgrade patches and/or bug fixes for the firmware or software from time to time at no additional cost to the Purchaser.
- 17.19. The Bidder shall ensure that he conducts the preventive maintenance on a monthly basis and break-fix maintenance in accordance with the best practices followed in the industry.
- 17.20. The Bidder shall ensure that the documentation and training services associated with the components shall be provided by the OEMs without any additional cost to the Purchaser.
- 17.21. The Bidder shall provision the required critical spares/components at the designated Data centre sites of the Purchaser for meeting the uptime commitment of the components supplied by him.
- 17.22. The Bidder's Representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. The Bidder's Representative(s) shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Purchaser's representative in the manner required by them for supervision/inspection/observation of the equipment/goods/material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service Providers/Vendors of the Purchaser working at the Purchaser's

office location and Data centre Sites. Such Bidder's representative(s) shall be available to the Purchaser's Representative at respective Data centre Sites during the execution of works.

17.23. The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

17.24. The Bidder shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all its Personnel and agents, comply with the Applicable Laws.

17.25. Start of Installation

17.25.1. The selected bidder will discuss in detail all the specifications of the infrastructure to be hosted at Data Centre before procurement with Purchaser. It is also necessary that the bidder must also comply with the requirements of Odisha SDC, including policies and procedures involving Odisha SDC operators. Bidder is required to work closely in relation to these items to ensure the project success.

17.25.2. Before commencement of installation at respective Datacenter Sites, Bidder shall carry out proper planning and co-ordination with other vendors viz, State and CTD-HO Data centre Service Providers and Network / Bandwidth Provider in order to prepare the installation plan and detailed design documents.

17.25.3. The plan and design documents thus developed shall be submitted by the Bidder for approval by the Purchaser.

17.25.4. After obtaining the approval from the Purchaser, Bidder shall commence the installation.

17.25.5. Prior to taking up installation of any major component of work, the Bidder shall submit to Purchaser his proposed procedures and obtain Purchaser's approval in writing.

17.26. Knowledge of Data centre Site conditions

17.26.1. Bidder shall be granted access to the Datacenter Sites for inspection by the Purchaser before commencement of installation. The plan shall be drawn mutually at a later stage.

17.26.2. The Bidder shall be deemed to have knowledge of the State and CTD-HO Datacenter Sites and its surroundings and information available in connection therewith and to have satisfied itself the form and nature thereof including, the data contained in the Bidding Documents, the physical and climatic conditions, the quantities and nature of the works and materials necessary for the completion of the works, the means of access, etc. and in general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during pre-installation survey / during delivery or installation, Bidder detects physical conditions and/or obstructions affecting the work, the Bidder shall take all measures to overcome them.

17.27. Project Charter

17.27.1.1. Within 3 weeks of Effective date of the Contract, the Bidder shall submit to the Purchaser for its approval a detailed Project Charter with details of the program showing the sequence, procedure and method in which he proposes to carry out the works as stipulated under Scope of Work of this Tender whenever reasonably required by the Purchaser's

Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The Charter so submitted by the Bidder shall conform to the requirements and timelines specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. The Project Charter shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract.

- 17.27.1.2. If the Bidder's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising on account of failure of the Bidder to bring its work plans to the notice of the Purchaser shall be to his account.

17.28. Bidder's Organization

- 17.28.1. The Bidder should provision for minimum manpower resources required for execution of work and provision of services under this contract.
- 17.28.2. The Bidder should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed. If the same is however unavoidable, Bidder shall promptly inform the Purchaser in writing, and the same shall require subsequent approval by the Purchaser.
- 17.28.3. In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.
- 17.28.4. All manpower resources deployed by the Bidder for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available as agreed upon for the entire reporting time period at the Data Centre Sites and Purchaser's office location.
- 17.28.5. The Bidder shall provide at the respective Data center sites necessary supervision during the execution of work and as long thereafter as the Purchaser may consider necessary for the proper fulfillment of the Bidder's obligations under the Contract. The Bidder or his competent and authorized representative(s) shall be constantly present at the respective Datacenter Sites during agreed time for supervision. The Bidder shall authorize his representative to receive directions and instructions from the Purchaser's Representative.
- 17.28.6. The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.
- 17.28.7. The Bidder shall provide and deploy, at the Data Centre Sites and Purchaser's office location for carrying out the work, only those manpower resources who are qualified/skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work.
- 17.28.8. The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the Data Centre Sites and Purchaser's office location any authorized

representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Purchaser's Representative the person in question has mis-conducted or his / her deployment is otherwise considered undesirable by the Purchaser's Representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.

- 17.28.9. The Purchaser's Representative may at any time object to and request the Bidder to remove from the Data Centre Sites and Purchaser's office location any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative.
- 17.28.10. The Purchaser's Representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this Clause.
- 17.28.11. The Bidder shall promptly replace every person removed, pursuant to this section, with a competent substitute, and at no extra cost to the Purchaser.

17.29. Adherence to safety procedures, rules regulations and restriction

- 17.29.1. Bidder's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws.
- 17.29.2. Access to the Datacenter Sites shall be strictly restricted. No access to any person except the essential members of the Bidder's Team who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by the Purchaser shall be allowed entry to the Datacenter Sites. Even if allowed, access shall be restricted to the pertaining equipment of the Purchaser only. Bidder shall maintain a log of all activities carried out by each of its team personnel.
- 17.29.3. The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Bidder's Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.
- 17.29.4. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

17.30. Statutory Requirements:

- 17.30.1. During the tenure of this Contract nothing shall be done by the Bidder or his team in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof

governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

17.31. Bidder's obligation – OEM

- 17.31.1. The Bidder must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.
- 17.31.2. Bidder has to provide documentary evidence for back-to-back support agreement with the respective OEM along with the OEM.
- 17.31.3. The Bidder undertakes to ensure the maintenance of the acceptance criteria /standards in respect of the systems

18. Purchaser Obligation

- 18.1. Purchaser or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
- 18.2. Purchaser shall ensure that timely approval is provided to the Bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
- 18.3. The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- 18.4. Purchaser may provide on Bidder's request, particulars/information/ or documentation that may be required by the Bidder for proper planning and execution of work and for providing services covered under this contract and for which the Bidder may have to coordinate with respective vendors.
- 18.5. Purchaser shall provide to the Bidder, sitting space and basic infrastructure not including, stationery and other consumables at the Purchaser's office location and Data centre Sites.

19. Indemnity

- 19.1. The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - a. any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party associated with Bidder in connection with or incidental to this Contract; or
 - b. Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, thesis' Team or any third party.
 - c. Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.

- 19.2. The Bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

20. Termination

- 20.1. Purchaser may at any time terminate the purchase order / contract by giving written notice of four weeks to the Bidder, without any compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent.

20.1.1. Breach and Rectification

In the event that either Party is in material breach of its obligations under the contract, the aggrieved Party may terminate the contract upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the material breach, which could include the following events:

- a) If there is breach which translates into default in providing Services by the Bidder pursuant to the Agreement, continuously for more than one week, then the Purchaser, will serve a seven days' notice to Bidder for curing such breach. In case the breach continues after the notice period of 30 days, Purchaser may terminate the contract at the end of the notice period.
- b) The right of Purchaser to terminate the contract pursuant to this clause shall be without prejudice to any other rights and remedies available to Purchaser including without limitation invoking the Performance Bank Guarantee.

20.1.2. Termination on other grounds

Without prejudice to any other rights and remedies available to Purchaser, the Purchaser may serve written notice on Bidder at any time to terminate the contract with immediate effect in the following events:

- a) In the event of Change of Control of the Bidder
- b) In the event the Bidder has merged, amalgamated such that the net worth of the surviving entity is less than that of Bidder prior to such merger or amalgamation.
- c) In the event of a reasonable apprehension of bankruptcy of the Bidder:
 - o Bidder shall in the event of an apprehension of bankruptcy immediately inform Purchaser well in advance (at least 3 months) about such a development;
 - o Conversely if Purchaser apprehends a similar event regarding the Bidder, he/ she can exercise the right of termination in the manner stated herein above.
- d) In the event where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder. In the event of the happening of any events of the

above nature, the department shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor System Integrator/Service Provider, and to ensure business continuity.

- e) It is clarified that in case of events set out in Clause 20.1.2 (a) and (b), the Purchaser may, instead of terminating the contract, at its sole discretion, require a full performance bank guarantee of the obligations of the Bidder by a guarantor acceptable to the Purchaser. If such a guarantee cannot be procured within 30 days of the Purchaser's demand, the Purchaser shall terminate the contract in accordance with this clause.
- f) On termination of the Contract for any reason, the SLA shall automatically terminate forthwith and the Purchaser will decide the appropriate course of action.
- g) The termination provisions set out in Clause 20.1 of this RFP shall apply to the SLA.
- h) In the event of termination of this Contract by the Purchaser before the expiry of the term, the Bidder shall be given a period of 30 days to demobilize itself,

20.1.3. **Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

20.1.4. **Termination for Convenience**

Purchaser may, by prior written notice sent to the Bidder at least 3 months in advance, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Department's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

20.1.5. **Effects of Termination**

- a) In the event that Purchaser, or the Bidder, terminates the contract pursuant to Clause 20.1.1, 20.1.2, 20.1.3 and 20.1.4 inter alia the relevant provisions of the Terms of "Annexure E: Payment Schedule" would apply.
- b) Upon termination of the contract, the Parties will comply with the Exit Management Schedule

20.1.6. **Fraud by Bidder personnel**

Purchaser reserves the right to initiate civil as well as criminal action against the Bidder / Bidder personnel / agents for fraud or misappropriation, besides claiming damages and indemnification. The management of the Bidder would also be made liable for action in case of fraud, under applicable laws and Purchaser may terminate the contract, if deemed necessary.

20.2. Purchaser will not be responsible for any misinterpretation or wrong assumption by the Bidder.

21. Force Majeure

- 21.1. For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire , explosion, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 21.2. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- 21.3. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 21.4. In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

22. Definition for default

- 22.1. The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include inter-alia the following:
 - a. the Bidder/ Bidder's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
 - b. the Bidder/ Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Bidder has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned

failure on the part of the Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser;

- c. the Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Bidder/ Bidder's Team to comply with any stipulations or standards as laid down by the Purchaser; or
- d. the Bidder/ Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract
- e. the Bidder/ Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder.
- g. The Bidder/Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

22.2. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

22.3. Where despite the issuance of a default notice to the Bidder by the Purchaser the Bidder fails to remedy the default to the satisfaction of the Bidder, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

23. Consequences of default

Where an Event of Default subsists or remains uncured the Purchaser shall be entitled to:

- 23.1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by Purchaser and Bidder or through a third party acceptable to both parties. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
- 23.2. Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:
 - 23.3. shall specify the nature of the failure; and
 - 23.4. shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

- 23.5. Require replacement of any of the Bidder's sub-contractor(s) / Bidder's Team member(s) with another suitable member(s) where the Purchaser deems necessary. The Bidder shall in such case terminate forthwith all their agreements/ contracts/ other arrangements with such member(s) and find suitable replacement for such outgoing member(s) with another member(s) to the satisfaction of the Purchaser, who shall execute such Contracts with the Purchaser as the Purchaser may require. Failure on the part of the Bidder to find a suitable replacement and/or terminate all agreements/contracts with such member(s), shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Bidder all losses/ or other damages that may have resulted from such failure.
- 23.6. Terminate the Contract in part or in full
- 23.7. Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- 23.8. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

24. **Sub-Contracting**

- 24.1. **The Bidder shall not be permitted to appoint any delegate/subcontractor for the performance of Bidder Services under this contract.**
- 24.2. **However, the support of OEMs only for certain tasks limited to installation / deployment, commissioning & maintenance support related to their respective product / equipment is permitted.**
- 24.3. **However, this shall not affect the responsibilities and liabilities of the SP towards the Purchaser under the Contract.**

25. **Dispute Resolution**

- 25.1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably by the Technical Committee formulated for this purpose or person(s) nominated by the Committee and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days notice to refer the dispute to arbitration to the other Party in writing.

- 25.2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 25.3. The Arbitration proceedings shall be held in Cuttack, Odisha, India only.
- 25.4. The Arbitration proceeding shall be governed by the substantive laws of India.
- 25.5. The proceedings of Arbitration shall be in English language.
- 25.6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
- 25.7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Ministry of Law & Justice shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties..
- 25.8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed *de novo*.
- 25.9. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 25.10. It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- 25.11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- 25.12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- 25.13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- 25.14. Continuance of the Contract:
 1. Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

26. Conditions Precedent

26.1. Conditions precedent for Project Implementation Phase

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Implementation Phase shall be effective only upon fulfillment of all conditions precedent which are set in Clause 27. However, Purchaser may at any time at its sole discretion

waive fully or partially any of the aforesaid conditions precedent for the Bidder. The following conditions precedent needs to be fulfilled by the Bidder:

- a) Performance Bank Guarantee (PBG) as specified in Annexure F-II: Proforma for Bank Guarantee for Contract Performance to be submitted to OCTD
- b) Provide certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of Form of Agreement, General Conditions of Contract, Scope of Work and SLA

26.2. Conditions precedent for Project Operations and Maintenance Phase

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Operations and Maintenance Phase shall be effective only upon fulfillment of all conditions precedent which are set in Clause 27. However, Purchaser may at any time at its sole discretion waive fully or partially any of the aforesaid conditions precedent for the SI. The following conditions precedent needs to be fulfilled by the Bidder:

- a) The IT and non-IT infrastructure is established as required (including primary and secondary data centers, and Network connectivity for all Purchaser locations)
- b) The ownership of assets (Network, Hardware and System Software licenses) obtained in favor of Purchaser is passed on to Purchaser-HQ within a period of 15 days from the date of certification of such assets by the third party appointed by Purchaser and the project is declared Go-Live by Purchaser;
- c) The setup post go-live should have run successfully for a period of 90 days for all locations (head quarters, divisions, circle offices, check posts and mobile squads), to the satisfaction of Purchaser and the Bidder shall have been granted requisite certification thereafter as per the Agreement;
- d) Any relevant provisions set out in the Exit Management Schedule as per Clause 29 hereof are complied with and formalities contained therein fulfilled to the reasonable satisfaction of Purchaser.

26.3. Non-fulfillment of Conditions precedent for the Project Implementation Phase

- a) In the event that any of the conditions precedent for the project implementation phase has not been fulfilled within 30 days of the effective date and the same has not been waived by Purchaser fully or partially, the Contract stands terminated as on that date, at the sole discretion of Purchaser
- b) Notwithstanding anything contained to the contrary, in the event of termination of possession shall immediately revert to Purchaser, free and clear from any encumbrances or claims;
- c) Instead of terminating the contract as per Clause 20 above, Purchaser may extend the time for fulfilling the conditions precedent and the milestones set out in the RFP. It is clarified that any extension of time shall be subject to imposition of agreed liquidated damages on the Bidder linked to the delay in achieving the milestones.

27. Approvals and required consents

- 27.1.1. The Parties will cooperate reasonably to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the SP to undertake implementation of the required setup and provide the Services. The costs of all such approvals shall be borne by the Bidder.
- 27.1.2. Both Parties will give each other all co-operation and information reasonably required to meet their respective obligations under the Agreement.
- 27.1.3. Purchaser shall assist Bidder in obtaining the approvals. In the event that any approval is not obtained, the Bidder and Purchaser will co-operate with each other in achieving a reasonable alternative arrangement as soon as it is reasonably practicable for Purchaser, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such approval is obtained. The Bidder shall be relieved of its obligations to provide the Services and to achieve the Service Levels until the approvals are obtained if and to the extent that the Bidder's obligations are dependent upon such approvals provided the delay in such approval is caused for reasons not attributable to the Bidder.

28. Use and Acquisition of Project Assets

28.1. Procurement of Listed Assets

- 28.1.1. The Bidder shall conduct proper testing and analysis of the proposed Listed Assets to ensure that they fulfill the requirements of this RFP, pursuant to the Agreement.
- 28.1.2. The Bidder shall submit the testing results, its analysis and its own recommendation about the Listed Assets to the Purchaser for approval.
- 28.1.3. After obtaining the required approval from the Purchaser, the Bidder shall purchase the proposed Listed Assets from the vendors of repute, on behalf of Purchaser.
- 28.1.4. The Bidder shall ensure that all the Listed Assets comply with all the requirements pursuant to the Agreement.

28.2. Use of Project Assets

The Bidder would be required to adhere to the following conditions:

- 28.2.1. Take all reasonable and proper care of the Project Assets and control of such Project Assets which will include all upgrades/ enhancements and improvements to meet the current needs of the OCTD;
- 28.2.2. Keep all the tangible Project Assets in as good and serviceable condition and/or the intangible Project Assets suitably upgraded, subject to the relevant standards as stated in Annexure A: Scope of Work of the RFP as at the date the Bidder takes control of and/ or first uses the Project Assets and during the entire Term of the Agreement;
- 28.2.3. Ensure that any instructions or manuals supplied and provided by the manufacturer of the Project Assets for their use to the Bidder, will be followed by the Bidder and any person(s) who will be responsible for the use of the Assets;
- 28.2.4. Take such steps as may be properly recommended by the manufacturer of the Project Assets and notified to the Bidder or as may, in the reasonable opinion of the Bidder, be necessary to use them in a safe manner;

- 28.2.5. To the extent that the Project Assets are under the control of the Bidder, keep the Project Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them;
- 28.2.6. Provide permission to Purchaser and any persons duly authorized to enter any land or premises on which the Project Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- 28.2.7. Not knowingly or negligently use or permit any of the Project Assets to be used in contravention of any statutory provisions or regulation or to law;
- 28.2.8. Use the Project Assets exclusively for the purpose of providing the Services as appropriate; and
- 28.2.9. Not sale, offer for sale, assign, mortgage, pledge, sub-let or lend out any of the Project Assets;
- 28.2.10. Use the Project Assets only in accordance with the terms hereof and those contained in SLA;
- 28.2.11. Obtain and/ or maintain standard forms of comprehensive insurance policy including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. to be used for the Project;
- 28.2.12. Transfer the ownership of all the Project Assets (not already with Purchaser, including but not limited to the project documentation which is the work product of the development efforts involved in the Project) within 30 days of the acceptance of the same by Purchaser upon testing and/ or audit , to the Purchaser in accordance with the terms of the contract;
- 28.2.13. Liaise with the existing teams and provide necessary support during porting of applications from existing setup to the proposed new setup in order to ensure the smooth operations of the entire solution architecture to provide efficient services to all the Stakeholders of OCTD in an efficient and speedy manner;
- 28.2.14. Obtain an approval (i.e. sign off) from the Purchaser at each stage is essential to close each of the above considerations
- 28.2.15. Access to Bidder or its nominated agencies to Project locations
 - 28.2.15.1. For so long as the Bidder provides Services from any Project Location on a non-permanent basis and to the extent necessary for the Bidder to provide the Services and at no cost to the nominated agency, Purchaser, shall, subject to compliance by the Bidder with any safety and security guidelines which may be notified by Purchaser to the Bidder in writing, provide the Bidder and nominated agency with:
 - a) Reasonable access, in the same manner granted to Project employees, to Project Locations twenty-four hours a day, seven days a week; and
 - b) Access to office equipment as mutually agreed and other related support services in such location and at such other Project Location, if any, as may be reasonably necessary for the Service Provider to perform its obligations hereunder and under the SLA.

28.2.15.2. Locations and items shall be made available to the Bidder on an "as is, where is" basis by the Purchaser. The Bidder agrees to ensure that its employees, agents and contractors do not use the location, services and items :

- ✓ for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- ✓ In a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality)

29. Exit Management

29.1. Exit Management Purpose

29.1.1. This schedule sets out the provisions, which will apply on expiry and termination of the contract, the Project Implementation, Operation and service level

29.1.2. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

29.1.3. The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule

29.2. Transfer of Assets

29.2.1. Purchaser shall be entitled to serve notice in writing to the bidder at any time during the exit management period as detailed hereinabove requiring the bidder and/or its sub contractors to provide the Purchaser with a complete and up to date list of the Assets within 30 days of such notice.

29.2.2. in the event, if the Assets to be transferred are mortgaged to any financial institutions by the bidder, the bidder shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Purchaser.

29.2.3. All risk in and title to the Assets to be transferred / to be purchased by the Purchaser pursuant to this Article shall be transferred to Purchaser, on the last day of the exit management period at no cost.

29.2.4. The outgoing bidder will pass on to Purchaser and/or to the Replacement bidder, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Purchaser/ Replacement bidder, than that enjoyed by the outgoing bidder.

29.3. Cooperation and provision of information

29.3.1. The bidder will allow the Purchaser or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered;

29.3.2. Promptly on reasonable request by the Purchaser, the bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the bidder or sub contractors appointed by the bidder). The Purchaser shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data.

29.4. **Confidential Information and Security Data**

29.4.1. The bidder will promptly on the commencement of the exit management period supply to the Purchaser or its nominated agency the following:

- information relating to the current services rendered and customer and performance data relating to the performance of sub contractors in relation to the services;
- documentation relating to Computerization Project's Intellectual Property Rights;
- documentation relating to sub-contractors & Original equipment manufacturer (OEM's);
- all current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the Purchaser, its nominated agency;
- all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Purchaser or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its Replacement bidder (as the case may be).

29.4.2. Before the expiry of the exit management period, the bidder shall deliver to the Purchaser or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.

29.4.3. Before the expiry of the exit management period, unless otherwise provided under the contract, the Purchaser or its nominated agency shall deliver to the bidder all forms of bidder confidential information, which is in the possession or control of Purchaser or its users.

29.5. **Employees**

29.5.1. Promptly on reasonable request at any time during the exit management period, the bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser or its nominated agency a list of all employees (with job titles) of the bidder dedicated to providing the services at the commencement of the exit management period.

29.5.2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the bidder to the Purchaser or its nominated agency, or a Replacement bidder ("Transfer Regulation") applies to any or all of the

employees of the bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.

29.5.3. To the extent that any Transfer Regulation does not apply to any employee of the bidder, purchaser, or its Replacement bidder may make an offer of employment or contract for services to such employee of the bidder and the bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the purchaser or any Replacement bidder.

29.6. Transfer of Certain Agreements

29.6.1. On request by the Purchaser or its nominated agency the bidder shall effect such assignments, transfers, licences and sub-licences as the purchaser may require in favour of the purchaser, or its Replacement bidder in relation to any equipment lease, maintenance or service provision agreement between bidder and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the purchaser or its nominated agency or its Replacement bidder.

30. Applicable Law

- 30.1. The Bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 30.2. All disputes in this connection shall be settled in Odisha jurisdiction only.
- 30.3. Purchaser reserves the right to cancel this tender or modify the requirement.
- 30.4. Purchaser also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- 30.5. Purchaser in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- 30.6. The Bidder should provide all manuals and documentation related to all systems and processes.

By order of the Commissioner of Commercial Taxes, Odisha

Sd/-

Assistant Commissioner of Commercial Taxes (IT & Policy),

E-mail:acctit@odishatax.gov.in

Phone (office):+91 671 2304922

Fax:+91 671 2304077

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A	Scope of Work and Conditions for Participation in Tender and Evaluation Criteria
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Annexure I: Summary**1. Summary Table**

S. No	Item	Description
1	Organization Name	Commercial Tax Organisation, Government of Odisha
3	Tender No.	
4	Title	Selection of a Service Provider for Supplying, Setting up and Maintaining infrastructure at Odisha State Data Center for Commercial Tax Organisation, Government of Odisha
6	Tender Type	Service Contract
7	Location	Cuttack, Odisha
8	Tender Fee	Rs. 20,000/- (Rupees Twenty Thousand Only) + 5% VAT
9	EMD	1% of Bid Amount
10	Number of packets	Refer Annexure D – I Bid Submission Table
11	Contact Address	Banijyakar Bhawan, Old Secretariat Compound Cuttack – 753001 +91 671 2304922
12	Site Visit Address	Same as Above / Odisha State Data Centre, OCAC Building, Bhubaneswar

Annexure II: Scope of Work

1. Project Intent

- 1.1.1. The current infrastructure being used by the Commercial Tax Organisation, Odisha at its Cuttack Head Office has been procured in the year 2004-05 onwards and needs to be phased out.
- 1.1.2. The department has been constantly striving to provide efficient delivery of services through online channel to all the dealers within the state. As the adoption of the system has increased over the years, it is now required to have a robust infrastructure setup hosted in a state-of-the-art data center.
- 1.1.3. The department intends to leverage on common infrastructure and related services at Odisha State Data Center (OSDC) which include:
 - ✓ Various hosting options
 - ✓ Standard technologies
 - ✓ Guaranteed service levels
 - ✓ High quality support, operation and monitoring of departments' applications
 - ✓ Data and Application availability seven days a week twenty-four hours per day
 - ✓ Centralized network management and operations capability
 - ✓ Facility for centralized management of enterprise client/server systems
 - ✓ Custom Security options, Multiple security levels
 - ✓ Backup and Archival Services
 - ✓ Comprehensive Disaster Recovery and Business Continuity Plan

2. Background and Project Brief

- 2.1. The Commercial Tax Organisation (CTD) is the largest revenue earning department of the state, contributing over 60% of the state's revenue.
- 2.2. Currently, the CTD operates at three levels namely head office at Banjiyakar Bhawan, Cuttack, 12 ranges, 45 circles, 14 assessment units, check gates spread across state. Further there are 5 Unified Check Posts situated at State Borders working along with other departments like, Transport Dept., Civil Supplies Dept and Forest Department. In addition to it, there are 16 Border Check posts for monitoring movement of goods into and outside the state.
- 2.3. All the Range offices, circle offices and unified check posts (UCPs) are well connected to Head Office at Cuttack through Leased lines from BSNL through MPLS VPN and LAN for effective day to day tax administration
- 2.4. Key outcomes envisaged
The key outcomes envisaged post implementations of the setup are as follows:
 - a. Improved availability of department online services to dealers and tax payers
 - b. Improved availability of internal departmental system to employees
 - c. Improved data security through disaster recovery and backup services

2.5. Stakeholders

2.5.1. Commercial Tax Organisation, Government of Odisha

1. The Department will have the overall responsibility for the smooth implementation of the whole project.
2. The Department shall act as nodal agency for State Data Center, OCTD HO Data Centre, etc will help selected bidder in interfacing with other stakeholders and related government organisations.

2.5.2. Mastek, Vendor – Application Software and related services, Cuttack, HO

1. Mastek will provide information required for setting up the required infrastructure for all the software modules currently implemented in department.
2. Mastek shall carry out porting of application software from existing setup at Odisha Head Office to Odisha State Data Center with required support from the bidder.
3. Mastek will continue work closely with the selected bidder team during the implementation and post implementation support period of contract period

2.5.3. Redington, Vendor - System Administrator, Cuttack HO

1. Redington is responsible for carrying out the system administration of the existing setup at Cuttack HO and will continue with the same.
2. Redington will provide necessary information required about the existing setup at Cuttack HO.
3. Redington will continue to work closely with the selected bidder team during implementation and post implementation support period of contract period

2.5.4. Apart from the scope of work and responsibilities of the selected bidder mentioned in this RFP, the bidder will also be required to undertake the following indicative list of activities:

- o The selected bidder will work in close coordination with the Department, the Project Management team (Consultants or any other subject experts) and other stakeholders for this project.
- o The selected bidder will carry out the activities as indicated in this section of RFP and submit all the mentioned deliverables within the stipulated time-frame.
- o The selected bidder will ensure that the time lines will be adhered to. If there are any perceived slippages on the timelines, the selected Bidder would deploy additional manpower, free of any additional charges.
- o The selected Bidder will ensure compliance with the project SLAs.
- o The selected Bidder will make the best effort to ensure that the quality of deliverables meets the expectations.
- o The selected Bidder would get the relevant sections of deliverables, duly verified/ validated from the concerned Departmental officer / official.
- o The deliverables will be accepted only if they confirm to the specifications as laid down in this RFP. Deliverables of the selected Bidder will be considered to have been formally accepted only after the Department communicates so in writing. Any

queries regarding the deliverables will have to be answered by the selected Bidder within 5 working days.

- The selected Bidder will share all intermediate documents, drafts, reports, surveys and any other item related to this assignment. No work products, methodology or any other methods used by the selected Bidder should be deemed as proprietary and non-shareable.
- The selected Bidder would submit hardcopies and softcopies of all the deliverables to purchaser as per timelines specified in the RFP

3. Scope of Work

3.1. Geographical Scope

3.1.1. The geographical scope would be limited to the State of Odisha.

3.1.2. The project will be spread across all the Odisha Commercial Tax offices – Head Office at Cuttack, Odisha State Data Center at Bhubaneswar, Divisional and Circle offices

3.1.3. Presently, there are 12 range offices and 45 circle offices, 14 assessment units, Vigilance units, Intelligence Units and check gates spread across state which would come under the scope.

3.2. Broad Scope of Work

The table below provides an overview of the scope of work:

Component	Description
Implementation Phase	
Setting up of infrastructure at State Data Center, Government of Odisha and enabling data replication with existing site	<ul style="list-style-type: none"> • Primary Data Center (PDC) has been identified by Purchaser will be located at Bhubaneswar, State Data Centre, Government of Odisha (OSDC) • Existing setup at Odisha Commercial Tax Organisation Head Office (OCTD-HO) at Cuttack will be used as Secondary Data Center (SeDC) • Bidder to provide infrastructure to enable data replication <p>Bidder is required to supply, configure and maintain following components:</p> <ul style="list-style-type: none"> • Servers: Web, Application, Database, Mail, Anti-Virus, SMS, openNMS, Back up, Load Balancer, Mail Servers • Storage Infrastructure: SAN, Tape Library, Storage software and backup software • Information Security Infrastructure: Firewall, UTM, Authentication Server • System Software and licences: Hypervisors, Oracle License and MS SQL Server Licences

Component	Description
	Detailed BOM is attached in Annexure J
Networking Infrastructure	<ul style="list-style-type: none"> • Working with existing vendors to support last mile connectivity to all Purchaser office locations via leased line through MPLS VPN and a back-up link • Laying & maintenance of dedicated connectivity with back-up between OSDC & OCTD-HO • Internet Bandwidth with back-up for external purchaser's users such as dealers, etc. • Upkeep of the network infrastructure (detailed BOM is attached Annexure J)
Migration of data and synchronization from existing setup to new setup at OSDC	<ul style="list-style-type: none"> • Providing necessary support to existing software vendor to move applications and related configurations to the new setup at OSDC. This includes migration of database from existing MS SQL Server 2005 to MS SQL Server 2012 • Co-ordinate with existing system administrator of OCTD-HO setup to ensure smooth data archival, backup at PDC and replication between the two sites (i.e. PDC and Secondary Data Centre). Responsibility of ensuring data synchronization lies with the bidder.
Post Implementation Phase	
Project Planning and Monitoring	<ul style="list-style-type: none"> • Within 15 calendar days of the effective date of the Contract, Bidder will be required to finalize the Project Charter • Fortnightly review meetings with the department providing detailed report on the progress of the project
Ongoing Administration and Maintenance requirements	<p style="text-align: center;">Bidder to provide following support services:</p> <ul style="list-style-type: none"> • AMC, ASC administration. Act as a SPOC on behalf of department for all discussions with the OEM. • Administration of Database, System and Network • Configuration management and version control
IT helpdesk	<ul style="list-style-type: none"> • Provision of technical helpdesk via phone from 8 A.M. to 8 P.M. from Monday to Saturday. • Help Desk Services for internal users • Technical Support Services • Asset Management services

3.2.1.The Bidder shall depute the following staff for the purpose of installation, maintenance & support, Bidder may increase the number of personnel required if needed

S. No.	Profile	Minimum Indicative Number of personnel required
Administrators		
1.	Project Manager	1
2.	Database administrator	2
3.	System administrator	2
4.	Network administrator	2

3.2.1.1. Please refer to “Annexure A-IX: Minimum qualification for the staff proposed” for the detailed requirements.

Activities to be performed include but not limited to:

- **Helpdesk:** The helpdesk executives should log internal user calls. The helpdesk shall analyze the call statistics and report the results to the Purchaser on a fortnightly basis.
- **Configuration management and version control:** With the objective of keeping track of the version updates in the infrastructure, the bidder shall adhere to the configuration management process defined in conjunction with Purchaser. The bidder shall be required to ensure that a copy of the production environment is backed up and stored in the repository before the new / modified components are copied to Production environment. The bidder may be required to restore the backed up application versions for testing purpose mainly addressing the restorability of the media.
- **Incident Management:** The bidder’s team shall lend support for the purpose of up-keep and execution of the systems by resolution of all incidents reported. In case some glitch is observed in the system, bidder along with the help of development team will give priority to removal and correction of the same.
- **Extensions and Modifications:** Changes, extensions and modifications that are deemed necessary will not be afflicted to the system one at a time unless and until it is of a major nature. All the changes, extensions and modifications will be requested by the purchaser by filling in change requisition forms. The changes, modifications and extensions made to the system will also be effected to various reports and manuals and the updated copies of the same shall be submitted as stated here in above.

- **Database Maintenance:** The Database Administrator shall handle the database maintenance so that maximum availability of the database is ensured. (S)He will ensure proper backup and restore, database validity, database consistency and security.
- **Systems (IT Infrastructure and environment) Maintenance:** The systems administrator will be responsible for the purpose of maintaining the proper performance of the system as a whole. (S)He will configure the nodes, servers and network so as to yield the optimum performance. (S)He will also ensure the systems security by ensuring usage policies, the systems synchronization, backup and restore, etc. The Systems engineer will grant access and permission to various purchasers to the system. (S)He will not however make any change without the instruction of the Purchaser. The policies to be implemented for various users and systems will be mutually decided by the Purchaser and bidder. (S)He will carry out DR drill as per SLA.
- **Status Monitoring and Reporting:** The project manager shall submit a monthly report as to status of various systems to the Purchaser. It is also required to furnish interim status report as and when asked by the head of the Purchaser. The monthly reports shall include:
 - Feedback report from users for the services rendered
 - Consolidated service levels across applications / non-conformance report
 - Log of preventive maintenance undertaken
 - Log of break-fix maintenance undertaken
 - Bug / defect resolution reports including the analysis of bugs / defects resolved, pending, completion time, responsiveness, concern areas, etc.
 - Helpdesk logs with the resolution status of calls
 - Time report of bidder's staff detailing effort spent by personnel across various tasks
 - Utilization Reports for various servers and equipment

An overall description of the two phases is presented below:-

3.2.2. Phase 1: Implementation

In this phase, Bidder shall provide services for installation, commissioning, integration and rollout of the department Application with required hardware and services at the all department locations. The following services shall be provided by Bidder:

- 3.2.2.1. Installation, Commissioning and Rollout of all hardware including servers, consumables, storage infrastructure, information security infrastructure etc.

3.2.3. Phase 2: Steady state operation for period of 3 years and thereafter for a period mutually agreed

In this phase, Bidder would be responsible of operations and maintenance of the entire solution at Head Office, division & circle offices for the contract period. The following services should be provided by Bidder:

- 3.2.3.1. Operations Planning and Monitoring
- 3.2.3.2. Ongoing Administration and Maintenance requirements
- 3.2.3.3. Hand-holding services
- 3.2.3.4. IT Helpdesk for internal users
- 3.2.3.5. MIS Reports and Incident Reporting

- 3.2.4. Bidder will be responsible for the generation and submission of necessary documentation required in all phases. Review and approval of department is required on all such documentation before commencement of activity.
- 3.2.5. Bidder shall document the baseline configurations for all equipment & facilities and get it approved from department prior to commencement of installation. Bidder shall develop and implement a system to maintain these configurations and ensure adequate controls for change management process on an ongoing basis.
- 3.2.6. The bidder will be responsible for maintaining the required performance levels for the entire infrastructure implemented during all three phases of the project.
- 3.3. Bidder should propose only one solution that is best suited for the needs of the Purchaser. Bidder should provide only one choice for each of the goods and services proposed as part of this tender.
- 3.4. The Purchaser will requisition additional resources as and when required by the Purchaser from time to time. Such request should be governed by the change order procedure as defined in this RFP.
- 3.5. Bidder should ensure that all the software, hardware, peripherals, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to devices, equipment, accessories, patch cords (copper / fibre), cables, software, licenses, tools, etc. should also be provisioned.
- 3.6. The system software licenses shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to Purchaser for the entire period of contract
- 3.7. All the software licenses that the Bidder proposes should be perpetual software licenses. The software licenses should not be restricted based on location and Purchaser should have the flexibility to use the software licenses for other requirements if required.
- 3.8. The Bidder shall be responsible for providing the perpetual licenses so as to maintain the IPR and source code (customized / extension) to Commercial Tax Organisation, Odisha
- 3.9. The bidder shall provide with a full use database licenses
- 3.10. All the licenses and support should be in the name of to Commercial Tax Organisation, Government of Odisha**
- 3.11. Bidder should ensure that the Annual Maintenance Support for the software and hardware components is provided for the period from date of deployment of the software and hardware component till the end of contract period. Annual Maintenance support should include patches, updates and upgrades of the software and hardware components. Bidder should ensure that there is a comprehensive onsite warranty / support arrangement for the aforementioned period with all the OEMs.
- 3.12. Bidder should ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM at the time of submission of bid. If, the OEM declares any of the products / solutions end-of-sale subsequently, Bidder should ensure that the same is supported by the respective OEM from its date of deployment till the end of the contract period.
- 3.13. Considering the criticality of the infrastructure, bidder is expected to undertake a detailed assessment of the data centers proposed and identify the solution requirements to ensure no single point of failure with high availability. The bidder should provide compatible ICT infrastructure to ensure high redundancy and resilience solution.
- 3.14. If a product is not supported by the OEM for any reason whatsoever, from the effective date of Contract till the end of the contract period, Bidder should replace the products/solutions with

- an alternate that is acceptable to the Purchaser at no additional cost to the Purchaser and without causing any performance degradation and/or project delays
- 3.15. Two standard 42U racks will be provided by the OSDC for setting up the infrastructure. If the equipment proposed by Bidder cannot be mounted into the standard racks provisioned by OSDC, the racks for those equipments should be provisioned by Bidder separately at no additional cost to the Purchaser and without any project delays. The bidder shall seek permission from the SDC authority for completing their delivery in such changed scenario.
 - 3.16. Bidder should meet all the defined acceptance and operations criteria for each phase of the project covering the proposed solutions.
 - 3.17. It is expected that Bidder will provide an integrated solution after due consideration to the compatibility issues between various components and existing internal systems. If there is a problem with compatibility between components, Bidder should replace the components with an equivalent or better component that is acceptable to the Purchaser at no additional costs to the Purchaser and without any project delays.
 - 3.18. Bidder should provide minimum One hard and One soft copies of all the reports, manuals, documentation, including but not limited to, detailed operations manual, maintenance manual, administration manual, etc. for each and every equipment / component proposed as part of this tender. The documentation should be supplied for Installation, Maintenance, Servicing and operations of equipment / components.
 - 3.19. Bidder should arrange for desktops / workstations / laptops, printers and other peripherals and consumables for its team members deployed.
 - 3.20. Bidder should have to arrange for necessary tools for defect tracking, defect logging, etc. to deliver the complete software development and maintenance services.
 - 3.21. Bidder should ensure the usage of configuration management and version control tool and own the necessary licenses for its team to deliver maintenance services. Additionally, Bidder should provide single user license for the configuration management and version control tool for the Purchaser.
 - 3.22. OEM's of all equipment / components under servers, storage, networking equipment, etc mentioned by the bidder as per BOM, should have been in the leader's quadrant as per last two Gartner's report for that equipment / component. Evidence for the same also needs to be provided by the bidder in the bid.

3.23. Milestones

3.23.1. Project would be implemented phase wise as described above. The whole implementation is expected to be completed in 44 weeks after which Bidder would provide maintenance & support for 3 years and this may be extended to an additional 2 years.

3.23.2. The indicative timelines for this project is presented below:

Sr. No.	Milestone	Expected Time	Deliverables / Solutions
1.	Submission of detailed Project Management Plan, Exit Management Plan along with establishment of live project management dashboard	T + 3 weeks	Project Charter
2.	Specifications of IT infrastructure (encompassing Network, Servers, Hardware, Storage, System Software in the data center and data center at CTD-HO)	T + 6 weeks	Validated bill of materials and specifications of the IT infrastructure
3.	Completion of installation of IT infrastructure at Odisha SDC & as required at secondary data center at CTD-HO	T + 18 weeks	Certification by the department committee or OSDC Project Manager
4.	Completion of networking	T + 18 weeks	Certification by the department committee or OSDC Project Manager
5.	Third party certification of the setup	T + 28 weeks	Security audit report submitted by the third party or OSDC Project Manager
6.	Pilot run for a period of 1 week	T + 29 weeks	Certification by the department committee or OSDC Project Manager
7.	System go-live	T + 32 weeks	Certification by the department committee or OSDC Project Manager
8.	Stabilization of Integrated system operations for 90 days	T + 44 weeks	Certifications of successful operations of the integrated solution completion given by the department or competent third party auditor identified by the department

Sr. No.	Milestone	Expected Time	Deliverables / Solutions
9.	Operation & Maintenance Support (Post Implementation Phase)	<p>For the contract period of three years (post Integrated solution operations)</p> <p>Based on the mutual discussion between Purchaser and Bidder and the consent of the Purchaser, this may be extended to the 4th and 5th year</p>	<p>For each year of support and maintenance phase:</p> <ul style="list-style-type: none"> • Monthly log of service calls and problem resolution reports for Helpdesk • Quarterly Performance Monitoring Reports for the system • Updated user manuals, administration manuals, training manuals etc • Change logs

Where T = Effective date of Contract

Annexure III: Pre-Qualification Criteria

The minimum criteria mentioned in the RFP for bidder to qualify are mentioned in the table below:

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
1	The Bidder or Prime Bidder (in case of consortium) should be registered under the Companies Act, 1956, should have registered offices in India and should be in existence for at least the last 5 years, as on 31st March 2013.	Copy Certificate of Incorporation issued by Registrar of Companies
2	The Bidder should have an annual turnover of at least Rs. 50 Crores from the IT Business (Hardware supply, installation, commissioning, and facilities management services) during each of the last three financial years (i.e. 2010-2011, 2011-12, 2012-13)	1. Three years audited financial statements AND 2. Auditor's certificate (i.e. 2010-2011, 2011-12, 2012-13)
3	The Bidder should have experience of executing / be in the process of executing at least 3 large turnkey IT projects (with scope of work similar to that specified in this document) over multiple locations for a Central / State Government Organization / Public Sector Unit in India , during last 5 years (as on 31.03.2013).	Experience details with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order / Purchase order / Completion certificate from client
4	The Bidder should submit the EMD of 1% of the Bid amount	EMD in form of Demand Draft should be submitted in a sealed envelope which will be opened after the selection of the Bidder.
5	The Bidder should submit the tender fees (non-refundable) of Rs. 20,000 (Rupees Twenty Thousand Only) + VAT @ 5%	Tender fees in form of Demand Draft
6	The Bidder shall not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offense in India for any reason as on last date of submission of the Bid.	Declaration by authorised signatory of the Bidder
7	The Bidder should necessarily furnish an affirmative statement as to existence of, absence of, or potential for conflict of	Declaration by authorised signatory of the Bidder

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
	interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients – that may have an impact of the contract with Purchaser	
8	Board Resolution / Authorization Letter , in the name of person signing the Bid, authorizing him to submit/execute this agreement as a binding document	Board Resolution / Authorization Letter
9	<p>The Bidder should submit valid letters from the proposed OEM's confirming:</p> <ul style="list-style-type: none"> ○ Authorizing the bidder ○ Confirm products / solutions quoted are not "end of life" products ○ Support including spares/patches for quoted products are available for the next 5 years post system go-live for all Data Centre equipments (Primary & Secondary DC and Disaster data dump site) and equipments & software ○ Support including spares/patches for quoted products are available for the next 5 years post system go-live for all end user computing infrastructure & software 	Certified letter from OEM authorized signatory
10	The Bidder should have ISO 9001 and ISO 27001 certification ¹	Copy of the Certificate(s) signed and stamped by the authorised signatory of the Bidder
11	The Bidder should open a project office in Cuttack / Bhubaneswar for the entire duration of the contract period within one month of the signing of the contract.	Undertaking from the authorized signatory of the Bidder

¹ This is optional subject to the decision of the Technical Committee

Annexure IV: Tender Fees, Earnest Money Deposit and Performance Bank Guarantee

Component	Amount	Mode	Remarks
Tender Fees	Rs. 20,000 plus VAT @ 5%	Demand Draft	DD from any Nationalized / Scheduled Bank should be drawn in favor of any scheduled bank payable at Cuttack / Bhubaneswar Scan copy to be also provided with Pre-Qualification Criteria
EMD	1% of the Bid Amount	Demand Draft	DD from any Nationalized / Scheduled Bank should be drawn in favor of any scheduled bank payable at Cuttack / Bhubaneswar The EMD will be opened after the contract is awarded and decision of Technical Committee will be bidding.
Performance Bank Guarantee	10% of the Contract Value	Bank Guarantee	Bank guarantee to be provided post selection of the bidder.

Annexure V: Time Schedule

S No.	Annexure	Date	Time
1	Publishing	10-02-2014	10.00 AM
2	Last Date for Submission of tender clarifications **	18-02-2014	<u>03.00 PM</u>
3	Last Date of site visit	17-02-2014	03.00 PM
2	Pre-bid at the address given in Annexure A- I: Summary	20-02-2014	11.30 AM
3	Last date for Submission of bids	28-02-2014	03.00 PM
4	Opening of Technical Bids	05-03-2014	11.30 AM
5	Opening of Financial Bids	Date & Time will be intimated to qualifying bidders by Purchaser through Fax and / or Email and/or by letter through post.	
** No pre-bid queries will be accepted after the expiry of the above mentioned time schedule.			

1. Key physical infrastructure facilities

1.1. Odisha State Data Center (OSDC), Data Centre

1.1.1. The data centre will be the focal point of OCTD ICT infrastructure. It would also act as the central hub for internal user site locations as well the external users such as tax payers through the internet.

1.1.2. Roles and responsibilities of the successful bidder are:

- Providing support for porting of the Core Software application infrastructure and Web Portal which are expected to be hosted at the Data Center. Porting will be done by the existing software vendor Mastek.
- The selected bidder will create de-militarized zone between internet based citizen service infrastructure and core intranet application infrastructure.
- The selected bidder shall monitor continuously web portal and application infrastructure at the data center to ensure availability as per agreed SLA's.
- Obtaining all permissions required for physical access to the SDC from SDC authority
- During the Contract period, all project assets hosted in data center should be in safe custody and due reasonable care should be taken on the behalf of the Purchaser to prevent any unauthorized use.
- **Bidder is required to share the load of transactions during the peak transaction periods between CTD-HO and State data center**

1.1.3. Data centre nodal agency responsibilities

- The agency will provide access to selected bidder resources to manage the infrastructure for Commercial Tax Organisation deployed at data center.
- The agency will allow Commercial Tax Organisation in sharing all the non-IT facilities like power, back-up, floor space, etc.
- The agency will share equipment other than infrastructure mentioned as minimum requirements in data center.

1.1.4. Man power requirements

The minimum manpower requirements for the data centre / HO are:

S. No.	Profile	Minimum Indicative Number of personnel required	24*7 Man power support
1.	Database administrator	2	All the administrators to be on call 24*7 other than the Purchaser working hours
2.	System administrator	2	
3.	Network administrator	2	

1.2. Commercial Tax Organisation, Head Office (CTD-HO)

- 1.2.1. The CTD-HO data centre will support the State data centre during the peak transaction periods like the last week of return submissions and also provide redundancy if required.
- 1.2.2. Roles and responsibilities of the successful bidder:
- o Bidder will host infrastructure for web portal and core application at State data centre
 - o Transaction will be committed at both State and CTD-HO data centers and then acknowledged to the purchaser for completion of transaction.
 - o **Bidder is required to share the load of transactions during the peak transaction periods between CTD-HO and State data centers**
 - o The Service Provider will create de-militarized zone between internet based citizen service infrastructure and core intranet application infrastructure.
 - o During the Contract period, due reasonable care should be taken on the behalf of the Purchaser to prevent any unauthorized use.
 - o RTO (max 4 hours) & RPO (max 2 hours) requirement for the setup would be as agreed with the purchaser
- 1.2.3. Roles and responsibilities of the data centre nodal agency:
- o The agency will provide access to selected bidder resources to manage the infrastructure for Commercial Tax Organisation deployed at state data center.
 - o The agency will allow Purchaser in sharing all the non-IT facilities like power, back-up, air conditioning etc.
- 1.2.4. Manpower requirements
- o Team deployed at State data center will be shared in CTD-HO data center

1.3. Standards and frameworks

- 1.3.1. Successful Bidder should adhere with the latest data and metadata, information security, Indian government websites, digital signature standards & guidelines issued by the Department of Electronics and Information Technology (DeitY), Government of India through its web site at <http://egovstandards.gov.in>. Additionally, the following standards shall be considered during development / implementation of the solution.

S. No.	Areas	Standard to be considered
1.	Data element encryption	AES
2.	Information security	ISO 27001
3.	Information transfer protocols	SOAP, HTTP/HTTPS
4.	Inter opera ability	Web services, open standards, e-governance standards (http://egovstandards.gov.in)

S. No.	Areas	Standard to be considered
5.	IT Infrastructure management	ITIL / EITM specifications (latest version)
6.	Service Management	ISO 20000 specifications

1.4. Networking

- 1.4.1. There are numerous internal flows between Commercial Tax Organisation officials and locations. To accommodate this movement of information, the department needs to envisage using a Wide Area Network ('WAN') that will integrate systems. The infrastructure of the State Wide Area Network may be used for network connectivity within a state.
- 1.4.2. Between OSDC / CTD HO and department office (maintenance of existing network)
- Bidder will be responsible to act as a SPOC for ensuring uptime of the existing network. Payments related to the network will be made by department on actuals.
- 1.4.3. Between Odisha State data center and CTD Head Office, Cuttack
- The Bidder will be responsible for primary and secondary connectivity between both data centers.
 - 24X7 reliable connectivity will be required between CTD-HO & State data centers to make sure that near real-time backup of data is facilitated.
- 1.4.4. The minimum infrastructure and bandwidth requirement is:
The list of minimum indicative list of requirements is:

Link #	Link between	Purpose	Link Type	Bandwidth
1	Odisha State Data Centre, Bhubaneswar and OCTD Head Office, Cuttack	Dedicated link for data replication between OSDC and OCTD-HO	Dedicated line with backup	10 Mbps
2	Internet Link from OSDC for external users	Access to Portal by external users	Internet with backup	As existing

3	Internet Link from OCTD-HO for external users	Access to Portal from secondary site by external users	Internet with backup	50% of existing
4	OSDC and all CTD offices including Range & Circle offices and Check gates	Access to VATIS by department users	MPLS	As existing
5	OCTD-HO and all CTD offices including Range & Circle offices and Check gates	Access to VATIS from secondary site by department users. <u>MPLS will be re-routed to OCTD-HO in event of failure at OSDC at BSNL</u>	MPLS	No additional bandwidth required

2. Server Specifications

Minimum technical requirements for servers have been mentioned in Annexure K

3. Storage Specifications

3.1. Replication

- 3.1.1. Bidder should configure the replication between the State DC and OCTD-HO site.
- 3.1.2. Bidder should design a suitable replication strategy and an effective model of replication of the databases and files on the SAN storage. Bidder should accordingly provision the infrastructure.
- 3.1.3. The replication software should be compatible with proposed solutions and should support both synchronous and asynchronous modes.
- 3.1.4. Bidder should provide requisite licenses for all the system software required for the Replication of the storage system.
- 3.1.5. Bidder should provide replication solution that support across heterogeneous SAN from different OEMs

Minimum technical requirements for storage infrastructure have been mentioned in Annexure K

4. Network Components Specifications

4.1. Objectives and Requirements

- 4.1.1. Bidder should design the network infrastructure in consultation with existing software vendor as required for the software that would be deployed at the Primary and Secondary data center sites.
- 4.1.2. The vulnerability assessment of the server will be a necessary activity. Accordingly the server should be hardened for security before putting it in the production network.
- 4.1.3. The following provides guidelines principles to assist Bidder to design the security requirements:
 - 4.1.3.1. The external users will be accessing the e-Services and related application features hosted in a de-militarized zone in primary & secondary data centers. The traffic of external users will be routed through security devices such as UTM. The users will be authenticated through log-in credentials and digital certificates, if available,
 - 4.1.3.2. Department users on Intranet will be routed to the core business applications through Application Proxy Firewall and authenticated using their log-in credentials
 - 4.1.3.3. Department core application and the e-Services hosted in de-militarized zones are segregated through a layer of security devices such as firewalls which are to be provided by the bidder.

Minimum technical requirements for storage infrastructure have been mentioned in Annexure K

4.2. Certificate Revocation List

- 4.2.1. Bidder will be responsible to provision and maintain certificate revocation list (CRL) server to check the validity of the digital signatures and revoke them for the stakeholders.
- 4.2.2. Bidder should work with certificate authorities to make the CRL server available in an off-line mode in order to revoke digital certificates when not connected to the primary CRL server.
- 4.2.3. Bidder should work with the certificate authorities to integrate the department application to provide two factor authentication and non-repudiation mechanisms using digital signatures.
- 4.2.4. Bidder should be responsible to update the CRL database in order to avoid risk of validating an expired certificate.

5. Implementation and Rollout

5.1. Overview

- 5.1.1. Bidder should provide services for installation, commissioning, integration and rollout of the solution at the department.
- 5.1.2. The services including, but not limited to the following should be provided
 - o Planning and Scheduling for installation and commissioning of hardware and equipment.
 - o Installation and commissioning of hardware and equipment.
 - o Configuration and tuning of all the installed equipment and software with the help of existing vendor for software development.
 - o Providing adequate support during Integration and testing of installed systems / subsystems / equipment / Software carried out by existing vendor for software development.

- Co-ordination and troubleshooting with existing vendors to ensure that the solution is properly configured.
 - Ensure that all the solutions are properly rolled out.
- 5.1.3. Bidder will be responsible for the generation and submission of necessary documentation required during various stages viz. Planning, Installation, Commissioning and Rollout. Prior approval of department is required on all such documentation before commencement of activity.
- 5.1.4. Bidder will be responsible for the installation of the equipment supplied, commissioning of the infrastructure, integration of the infrastructure with network, installation of system software and other related software and assistance and coordination to/with other vendors/entities to ensure proper rollout of the application.
- 5.1.5. Bidder should document the baseline configurations for all equipment and get it approved from department prior to commencement of installation. Bidder should develop and implement a system to maintain these configurations and ensure adequate controls for change management process on an ongoing basis.
- 5.1.6. The solution would be considered acceptable only after the conditions of this tender are completely met to the satisfaction of Purchaser
- 5.1.7. Bidder should be responsible for co-ordination with all the vendors, troubleshooting, addressing borderline issues, coordinating with users at department, to ensure successful roll-out of the solution.
- 5.1.8. Department would provide necessary space and basic utilities infrastructure at its office location for Bidder resources. However department will not provide for any Desktops, Printers, Stationary and other consumables etc. required by the Bidder resources for providing services under this contract.
- 5.1.9. The following services at the minimum should be provided by Bidder under 'Implementation and Rollout':
 - Project Planning and Monitoring
 - Installation, Commissioning and Rollout of Hardware
 - Integration of Network (MPLS VPN)

5.2. Project Planning and Monitoring

- 5.2.1. Within 3 Weeks (calendar days) of the effective date of the Contract, Bidder will be required to:
 - 5.2.1.1. Finalize the Project Charter in order to determine and agree on the project expectations, ground rules, work plan, communication matrix, timelines, Quality Plan, Configuration Management Plan etc:
 - Project Quality Plan should document specific process elements and the quality actions that the project intends to implement. This should include the derivation of quality goals, standards followed, schedule of quality assurance activities in the project, defect control, correction and preventive methodology, handling process deviations.
 - Configuration Management Plan should contain procedures to be implemented for managing the configuration of the software solution to be produced by the project. In this plan, Bidder should identify configuration items, responsibilities of configuration controller, access restrictions, directory structure needed for configuration management, procedure for change control, method of tracking the

status of configuration items, backup procedure, configuration audits, release management, archival procedure, procedure for version / revision numbering.

- 5.2.2. Bidder's Project Manager should prepare a detailed project plan (as part of the Project Charter) clearly specifying the tasks, the dependency among the tasks, the duration to perform the tasks, the resources allocated to perform the tasks, the scheduled start and finish dates for the task. This project plan should also clearly mention the various project milestones and project deliverable schedules. The Project Manager should also prepare a detailed register of project related risks with details such as Probability of Occurrence of the Risk Factor, Severity of the Risk Factor, Risk Rating, Risk mitigation plan, etc.
- 5.2.3. The detailed project plan should be internally reviewed for completeness and correctness by Bidder and subsequently delivered to department for its review and acceptance. The mutually agreed Project Plan will form the basis for regular project monitoring.
- 5.2.4. Bidder should revise the project plan to incorporate changes due to requirement changes, delay in approvals, etc., if any, and submit the revised project plan to department.
- 5.2.5. Bidder should hold fortnightly review meetings with user providing detailed report on the progress of the project (Project Progress Report) clearly highlighting the activities completed in the reporting period, activities planned for the next reporting period, deviations from the planned dates, issues / concerns affecting the project progress, impact on the overall project timelines, project related risks with their mitigation plans.
- 5.2.6. Bidder should monitor the quality of the solution being developed in line with the project quality plan. Bidder's Project Manager should periodically review the performance of the project against defined quality goals and take necessary actions for any deviations.
- 5.2.7. Bidder should ensure proper configuration management functions are being performed as per the configuration management plan. Bidder's Project Manager should review the activities periodically.
- 5.2.8. Bidder's independent quality assurance team should conduct regular reviews / audits of the project and ensure that the project adheres to the project plan documents.

5.3. Installation, Commissioning and Rollout of Hardware

- 5.3.1. Installation and Commissioning for all servers
 - 5.3.1.1. Bidder along with user should undertake pre-installation planning at all the locations including user office locations, primary & secondary data centers, disaster data dump site but not limited to rack planning, structured cabling, power points, check on utility services, environmental conditions, etc.
 - 5.3.1.2. Delivery, Installation and commissioning of the hardware servers and related equipment in the primary & secondary sites should be carried out by Bidder.
 - 5.3.1.3. The plan and layout design for the placement of equipment in the provisioned datacenter is required to be carried out by Bidder.
 - 5.3.1.4. The plan and layout design should be developed in a manner so as to optimally and efficiently use the resources and facilities available or being provisioned at the datacenter viz. space, racks, power, air-conditioning, cabling, etc.
 - 5.3.1.5. The plan and design documents thus developed should be submitted to purchaser for approval and the acceptance should be obtained prior to commencement of installation.
 - 5.3.1.6. Bidder should carry out installation of equipment in accordance with plans and layout design as approved by the purchaser.

- 5.3.1.7. Installation and configuration of the software including, but not limited to, Operating System (OS), System software, etc. on the servers would be responsibility of Bidder. Bidder should also tune parameters for optimal performance of the OS.
- 5.3.1.8. Bidder should undertake necessary changes to harden the OS to prevent against malicious and unwarranted attacks.
- 5.3.1.9. The tuning of appropriate parameters in the application, database etc. software to ensure optimal performance should also be undertaken.
- 5.3.1.10. Bidder should undertake Installation and configuration of clustering software wherever provisioned.

5.3.2. Storage Installation and Configuration

- 5.3.2.1. Bidder should undertake study of the application environment in order to plan for an integrated storage infrastructure based on SAN. The zoning, LUN and volume creation should be decided based on the characteristics of the applications required by Purchaser.
- 5.3.2.2. Bidder should develop an implementation plan, installation and configuration of the storage infrastructure, including but not limited to configuration of disk arrays, switches, routers, fibre channel, tape library, disk library and other solution components to implement the overall solution.
- 5.3.2.3. It is expected that Bidder will draw knowledge from industry best practices and his experiences to develop a storage architecture that is best suited for the user and document the blueprint for a cohesive architecture, prior approval for which should be obtained from the purchaser before actual implementation.
- 5.3.2.4. The deployment of the disk storage should consists of tasks, including, but not limited to, installation and configuration of SAN design, creation and configuration volumes, LUN, RAID storage sets, assisting in migration of data and undertake tuning exercise to optimize performance of the solution.
- 5.3.2.5. The storage architecture should include appropriate use of Tape Library to set the backup process. Bidder should adhere to archival and backup policy to determine the optimal configurations of tape libraries and backup software.
- 5.3.2.6. Bidder may be required to assist department personnel in undertaking installation and configuration of backup servers and integration of the tape and disk libraries with backup software in order to set the archival and backup process in accordance with the user.
- 5.3.2.7. Bidder should undertake installation and configuration of services for replication software, including, but not limited to, configuration checks, installation, integration with the replication router and IP network.
- 5.3.2.8. Bidder should address key design and architecture issues of maintaining copies of data at datacenters through effective management of data replication strategies, failover, and fallback strategies in order to achieve fast, predictable recovery times

Annexure VII: Current State Assessment and Requirements

1. The existing ICT systems in Odisha has been divided into the following sections – Software, Hardware, Dealers, indicative transactions, SDC infrastructure, infrastructure and PoP details
2. The bidder should take into account the existing systems while preparing the required solution for the state.

2.1. Software

2.1.1. The following list includes the software systems developed by Mastek.

S. No.	Application Name	Short Description	Technology used	Developed by	Maintained by
1	Commercial Tax Organisation Portal	Online Portal	IIS, .NET, Oracle	Mastek	Mastek
2	VATIS	Departmental Software	IIS, .NET, SQL Server	Mastek	Mastek

2.2. Transaction Volume

Sr. No	Item	Total Volume	Peak
1	Database size ORACLE MS SQL SERVER	Oracle: 460 GB SQL : 102 GB	Oracle: 125 - 200 MB SQL: 700 – 800 MB
2	Returns Uploaded VAT CST ET	VAT: 51,74,440 CST : 5,52,308 ET : 13,40,010	VAT : 7,40,787 CST : 98,495 ET : 2,47,860
3	Waybills generated	50,19,223	-----
4	C-Form generated	6,05,938	-----
5	Existing Network utilization	60 % (12Mbps) of 20Mbps	100 % of 20Mbps

2.3. Hardware

2.3.1. The following list of servers and storage infrastructure are presently in use:

S. No.	Component category	Sub-category/ function	Make & Model	Numbers
1.	Servers	Database Servers	SYSTEM X 3850 M2	7
		Application & Web Servers	SYSTEM X 3650 HP/PROLIANT DL180 G5	3 5
		Other Servers	HP/PROLIANT DL 580 G5	4
2.	Storage	SAN		
3.	ISP bandwidth	20Mbps for Internet 10Mbps for Intranet	ISP – BSNL MPLS - BSNL	Internet Connection to HO - 1 Sites connected by BSNL MPLS to CCT HO - 90

2.4. Network option requirements

Annexure IX: Minimum Qualification requirements for man power

1. Project Manager

The minimum qualifications required are:

- (S)He should have a graduation degree in Engineering (B.E) / MCA with post-graduate qualifications in Management
- (S)He should have a minimum of 10 years experience in IT with minimum 6 years in Project Management.
- (S)He should have a PMI or other equivalent project management certifications.
- (S)He should be proficient at English & Hindi language

2. Database Administrator

The minimum qualifications required are:

Implementation period

- (S)He should have a graduation degree in Engineering with Information Technology / Computer as specialization
- (S)He should have a minimum of 3 years experience as DBA.
- (S)He should have good knowledge of Oracle and MS SQL Server
- (S)He should have DBA Certification for Oracle 10 g or higher
- (S)He should be proficient at English & Hindi language

Post Implementation period

- (S)He should have a graduation degree in Engineering with Information Technology / Computer as specialization
- (S)He should have a minimum of 3 years experience as DBA for the Oracle and MS SQL Server
- (S)He should have DBA Certification related to Oracle and MS SQL Server
- (S)He should be proficient at English & Hindi language

3. System Administrator

The minimum qualifications required are:

Implementation period

- (S)He should have a graduation degree in Engineering with Information Technology / Computer as specialization
- (S)He should have a minimum of 3 years experience as System Administrator for the proposed Operating Systems and Platforms
- (S)He should have good knowledge of Windows
- (S)He should have the technical expertise to monitor various devices / tools such as UTM, content filtering and blocking, virus protection, and vulnerability protection.
- (S)He should be proficient at English & Hindi language

Post Implementation period

- (S)He should have a graduation degree in Engineering with Information Technology / Computer as specialization
- (S)He should have a minimum of 3 years experience as System Administrator for the proposed Operating Systems and Platforms
- (S)He should have certifications on Operating Systems proposed by Bidder

- (S)He should have the technical expertise to monitor various devices / tools such as UTM, content filtering and blocking, virus protection, and vulnerability protection.
- (S)He should have technical expertise in back-up administration on the proposed back-up and replication solutions proposed
- (S)He should be proficient at English & Hindi language

The Purchaser may conduct interviews for the above proposed resources to approve the deployment. The mode of interview would be determined by the Purchaser.

B	Technical Formats
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Annexure I: Technical Bid Letter

To

Assistant Commissioner of Commercial Taxes (IT & Policy)
Commercial Tax Organisation Baniyakar Bhawan,
Old Secretariat Compound,
Cuttack
Odisha
E-mail: acctit@odishatax.gov.in
Phone (office): +91 671 2304922
Fax: +91 671 2304077

Subject: Selection of a service provider for development and maintenance of Odisha e-Commercial Tax for Commercial Tax Organisation, Government of Odisha

Sir/Madam,

Reference: Tender No: _____ Dated _____

We, the undersigned Bidders, having read and examined in detail all the Tender document in respect of **Selection of a service provider for development and maintenance of Odisha e-Commercial Tax for Commercial Tax Organisation, Government of Odisha**, do hereby propose to provide the services as specified in the **Tender No: : _____ Dated _____** along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD as in the form of a Demand Draft for the sum of **Rs. XXXXXX/- (Rupees)**. This EMD is liable to be forfeited in accordance with the provisions of the **RFP**.

2. DEVIATION

We declare that all the services shall be performed strictly in accordance with the Tender documents.

3. BANK GUARANTEE FOR CONTRACT PERFORMANCE

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee in the form prescribed in **Annexure F - I: Proforma for Bank Guarantee for Contract Performance**.

4. Deviation

Any deviations / assumptions mentioned elsewhere in the Bid, other than the formats ("Annexure F – III: Statement of Deviation from Schedule of Requirements") in the RFP will not be considered by the Purchaser.

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Witness:

Bidder:

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company -----

Date -----

Date -----

Annexure II: Bidder Particulars for Technical Bid

Sl. No.	Description		Responding Firm's / Company Details to be provided		
1.	Name of the Bidder's Firm				
2.	Address of the Bidder				
3.	Telephone number of the Bidder				
4.	Name , designation and address of the contact person to whom all references shall be made regarding this tender				
5.	E-mail address of the Bidder				
6.	Fax number of the Bidder				
7.	Website address of the Bidder				
8.	Details of Registration	1. Registration Number of the Bidder.			
		2. Name of the place where the Bidder was registered.			
		3. Date when the company was registered.			
		4.Product /Service for which registered			
		5. Validity Period, if applicable.			
9.	Annual Turnover during last three financial Years 2010-11, 2011-12 and 2012-13		FY 2010-11	FY 2011-12	FY 2012-13
10.	Income Tax Paid during the last three financial Years 2010-11, 2011-12 and 2012-13		FY 2010-11	FY 2011-12	FY 2012-13
11.	Name of the authorized Signatory who is authorized to quote in the tender and enter into the rate contract (Power of Attorney to be submitted)				
12.	Projects under taken by the vendor showcasing the expertise on the Commercial Taxes for Indian State Governments		(i) (ii) (iii)		

Sl. No.	Description	Responding Firm's / Company Details to be provided
		(iv)
13.	Projects undertaken by the vendor showcasing SI expertise	
14.	No. of full time personnel currently under employment with reference IT related e-governance projects	

Annexure III: Methodology for Manpower Deployment and Training

1. The Bidder should specify the approach for manpower deployment including description of the organizational structure and escalation procedures.
2. The Bidder should define a governance model for managing the on-going relationship, contract, operational issues and risks.
3. The Bidder should specify the recruitment process and hiring policies for the operations and maintenance personnel including the parameters considered for selection of support agents.
4. The Bidder should specify methodology adopted for managing staff attrition including description of policies for employee satisfaction.
5. The Bidder should cover details on the training plan and training schedule for the operations and maintenance personnel. The training plan should comprise technical training, domain based training as well as soft skills training.
6. The Bidder may give suggestions on improvement of the scope of work given in *Annexure A - II - Detailed Scope of Work* and may mention the details of any add on services related to this project over and above what is laid down in the tender document. List of deliverables should also be identified and explained.
7. The Bidder shall describe the knowledgebase, best practices and tools that will be used by the project team for the execution of scope of work activities.
8. The Bidder shall describe prior experience of its team for working on Odisha e-Commercial Tax for technology as well as functional related domain
9. Bidder should provide Storage replication solution and approach proposed
10. Bidder should provide in his bid the details of the proposed manpower in the below given format. Bidder should also provide the CVs of proposed resources as part of his bid.

S. No	Manpower Type	Number of Resources proposed	Availability Duration	Names of Proposed Resources
Non IT Resources				
	Project Director			
	Program Manager			

IT Resources for Infrastructure Maintenance and Support				
	Skill 1			
	Skill 2			
	Skill 3			
	...			
	...			
	...			

Annexure IV: Description of Management Processes

1. The Bidder shall provide policies and procedures that clearly outline various quality measures, sampling techniques, minimum sample sizes etc for monitoring quality across multiple channels.
2. The Bidder shall provide a quality plan for managing the Odisha e-Commercial Tax infrastructure
3. The Bidder shall propose productivity improvement methods including approach towards cost reduction, improving efficiency etc
4. The Bidder shall clearly define knowledge management processes so that all stakeholders have access to up-to-date information.
5. The Bidder shall provide methodologies to address complexities and uncertainties involved in efficiently serving the stakeholders.
6. The Bidder may give suggestions on improvement of the scope of work given in Annexure A - I: Detailed Scope of Work and may mention the details of any add on services related to this project over and above what is laid down in the tender document. List of deliverables should also be identified and explained.
7. The Bidder shall describe the knowledgebase, best practices and tools that will be used by the project team for the execution of scope of work activities.

Annexure V: Technology Solution & Maintenance Plan

1. The Bidder is required to describe the proposed Technology Solution in this section as per the requirements laid out in “**Annexure A - II: Detailed Scope of Work**”. The Technology Solution would be evaluated on the following broad parameters. Commercial Tax Organisation, Government of Odisha reserves the rights to add, delete, or modify these parameters at any time during the Tender process, without assigning any reasons whatsoever and without being required to intimate the Bidders of any such change.
 - Clear articulation and description of the ICT (hardware and software) requirements, design and technical architecture of various ICT components including the make and model of equipment and sizing of infrastructure (including diagrams and calculations wherever applicable)
 - Details of the methodology proposed to be adopted for maintenance of technology equipment/infrastructure related to the Odisha e-Commercial Tax
2. The indicative list on which the technical solution is expected is on the following headers:
 - a. Solution architecture
 - b. Network Architecture
 - c. Operations and Maintenance approach
 - d. Migration strategy
 - e. Work plan and staffing schedule
 - f. Exit Management Plan
3. The Bidder shall summarize the hardware equipment and services to be deployed as part of this project in the following format:

- a. Hardware for CTD-HO & State Data Centre

S. No.	Hardware/Equipment	Make and Model	Quantity		
			For Odisha SDC	For CTD-HO	Total
1.	Servers				
2.	SAN Storage				
3.	Switches				
4.					
				

4. The Bidder shall specify all the software components required for the Odisha e-Commercial Tax in the following format:

S No.	Item	Purpose/Function	License	No of licenses required
-------	------	------------------	---------	-------------------------

			Policy	For OSDC	For CTD-HO	Total
1.						
2.						
3.						
4.						
5.						
6.	Other					
7.					

5. A detailed project plan articulating the break-up of each proposed phase into key activities highlighting the start and end months as per the below format should be submitted.

Activity-wise Timelines							
S. No.	Item of Activity	Month wise Program					
		1	2	3	4	5	...
	Project Plan						
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2							
2.1							
2.2							
3							
3.1							
4							

Activity-wise Timelines							
S. No.	Item of Activity	Month wise Program					
		1	2	3	4	5	...
<p><i>Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their proposal.</i></p>							

Note:

- Any indicative prices in this section may lead to disqualification of the Bidder.
- The requirements stated in the scope of work are minimum requirements. The Bidder should provide information for all the additional equipment and components that would be required.

Annexure VI: Business Continuity Planning/Disaster Recovery (BCP/DR) Approach

1. The Bidder should clearly describe the BCP/DR Plans with respect to infrastructure and technology
2. The Bidder should specify the approach for staff deployment and management in unusual situations
3. The Bidder should also describe the contingencies taken into account as well as time frame required for resumption of operations in case of these contingencies.
4. The Bidder should clearly specify data replication and backup restore approach and solution
5. The Bidder should clearly specify the RTO and RPO observed through the approach and solution provided

Annexure VII: C.V. Format

The Bidder is required to provide the profiles of key personnel who are proposed to be deployed for Odisha e-Commercial Tax Project. The bidder should have conducted background check of the proposed personnel prior to assigning them on project

CVs of the above mentioned personnel have to be submitted in the below format:-

1.	Proposed position on the team:				
2.	Name of the employee				
3.	Designation				
4.	Date of Birth				
5.	Nationality				
6.	Education	Qualification	Name of School/College/University	Degree Obtained	Date Attended
7.	Certifications				
8.	Language	Language	Read	Write	Speak
9.	Employment Record	Employer	Position	From	To
		<i>(Starting with present position list in reverse order – Up to three quarters of a page)</i>			
10.	Relevant Experience	<i>(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments – Up to half of a page).</i>			
11.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience.			

Tender No.

		Date: Place Signature of the Authorized Signatory
--	--	---

Annexure VIII – Details of Experience

As per the format below the responding firm should provide information for each project on the similar assignments required for Pre-Qualification / technical evaluation criteria

Sr. No.	Items	Details
General Information		
1.	Customer Name	
2.	Name of the contact person and contact details for the client of the assignment	
Project Details		
3.	Project Title	
4.	Start Date: MM/YYYY End Date : MM/YYYY	
5.	Current Status (work in progress/completed)	
6.	Number of staff deployed in the assignment	
Size of the project		
7.	Total Cost of the project	
8.	Period of contract	
9.	Technologies used	
10.	Number of end users catered to by the system	
11.	Number of resources deployed across the country	
12.	Number of transactions handled by the system on a yearly basis	
13.	Multi-lingual (English and Hindi) features catered to for the web site	
14.	BCP/DR capability	
15.	Details on ICT Infrastructure design and implementation work done by Bidder	
16.	Any other information to be shared with Purchaser	

18. <i>Narrative Description of the Project</i>
19. <i>Documentary Proof and necessary details</i>
<i>Please attach the proof - Work Orders Certificates or Letter of Appointments etc with the credential only</i>

Witness:

Signature

Name

Address

Date

Bidder:

Signature

Name

Designation

Company Seal

Date

Annexure IX - Details of Litigations / Ineligibility for corrupt or fraudulent practices / Blacklisted with any of the Government or Public Sector Units

(To be submitted on the Letterhead of the responding firm)

To,

Assistant Commissioner of Commercial Taxes (IT & Policy)

Banijyakar Bhawan,

Old Secretariat Compound,

Cuttack

Odisha

E-mail: acctit@odishatax.gov.in

Phone (office): +91 671 2304922

Fax: +91 671 2304077

Subject: Selection of a service provider for design, development, maintenance and operations of Odisha e-Commercial Tax for Commercial Tax Organisation, Government of Odisha

Dear Sir/ Madam,

We, the undersigned, hereby declare that

- We are/ are not involved in any litigation with any client
- We are/ are not under a declaration of ineligibility for corrupt or fraudulent practices
- We are/ are not blacklisted with any of the Government or Public Sector Units.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Witness:

Bidder:

Tender No.

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Date -----

Company -----

Date -----

Annexure X – Copy of Financial Bid with the price column of the price bid format blanked out

1. The Bidders would need to submit a blank copy of its Financial Tender (**as per Annexure C. *Financial Formats***) with the technical Tender in compliance to the terms specified providing all the details, however, entire price related details should be omitted from this copy. **The Bidder should provide a tick (4) mark against each item of the price bid format to indicate that there is a quote against this item in the Financial Bid.**

C	Financial Formats
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Annexure I – Financial Bid Letter

Financial Bid Letter

To

Assistant Commissioner of Commercial Taxes (IT & Policy)
Baniyakar Bhawan,
Old Secretariat Compound,
Cuttack
Odisha
E-mail: acctit@odishatax.gov.in
Phone (office): +91 671 2304922
Fax: +91 671 2304077

Sir/Madam,

Subject: Selection of a service provider for design, development, maintenance and operations of Odisha e-Commercial Tax for Commercial Tax Organisation, Government of Odisha

Reference: Tender No: _____ Dated _____

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of **selection of a service provider for design, development, maintenance and operations of Odisha e-Commercial Tax for Commercial Tax Organisation, Government of Odisha** do hereby propose to provide services as specified in the Tender documents number **Tender No: _____ Dated _____**

1. PRICE AND VALIDITY

- 1.1 All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 120 calendar days from the date of opening of the Tenders
- 1.2 We are an Indian Firm and do hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.

2. UNIT RATES

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

3. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft for a sum of **Rs. XXXXX (Rupees only)**. This EMD is liable to be forfeited in accordance with the provisions of this RFP

4. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents.

5. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your terms included in Tender documents.

6. QUALIFYING DATA

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

7. BID PRICE

We declare that our Bid Prices are for the entire scope of the work as specified in the **Annexure A - II: Detailed Scope of Work** and Tender documents. These prices are indicated in **Annexure C - II: Break-up of Cost Components** attached with our Tender as part of the Tender.

8. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in **Annexure F - I: Proforma for Bank Guarantee for Contract Performance**.

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

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal
Date:
Place:
Business Address:

Witness:
Signature -----

Bidder:
Signature -----

Name -----

Name -----

Address -----

Designation -----

Date -----

Company -----

Date -----

Annexure II – Break-up of Cost Components

1. Bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
2. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (% values are not allowed)
3. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
4. Bidder must include all applicable taxes in the price quoted
5. Purchaser reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
6. Purchaser shall take into account all Taxes, Duties & Levies for the purpose of Evaluation
7. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
8. The Financial Bids shall be evaluated by Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
9. The Financial bid submission format is as given below:

#	Description	Reference	Quote Amount (in INR)	Quote Amount (in words)
A	Hardware, storage, Network Infrastructure costs considered for the project by the bidder			
B	Software Cost considered for the project by the bidder			
C	Manpower Cost considered for the project by the bidder			
	Total Cost of Ownership for 3 years [A + B + C] inclusive of taxes			

Breakup of A

#	Item Description	Minimum Requirements	Unit Rate (in INR) inclusive of three years comprehensive maintenance warranty for hardware/infrastructure/software (AMC/ASC/any support cost) and operations	Tax rate	Tax type (VAT, CST etc.)	Total Amount (in INR)
	Network Components					
1	Core Switch	4				
2	Core Router	4				
3	Server Access Switch	5				
4	Application Firewall	3				
5	Application Load Balancer	3				
6	Network Load Balancer	4				
7	Intranet Router - Between PDC and Secondary DC	4				
8	UTM Firewall – MPLS	4				
9	Internet Router	4				
	Servers					
10	Physical Machines - Database	10				

	Server				
1 1	Total Physical Machines	10			
1 2	Blade Chasis	4			
	Storage and Backup				
1 3	SAN Storage - 12 TB	2			
1 4	SAN Switch with 2 FC-IP port	2			
1 5	Tape Library [With 20 cartridges & 10 cleaning cartridges]	2			
1 6	Tapes	60			
	Network Management				
1 7	NMS Server	2			
1 8	Network Monitoring Server	2			
1 9	Network Monitoring log database	2			
2 0	Monitoring PCs	4			
2	Any other				

1	component, in servers, storage, network etc required or considered by the bidder					
Total Cost for three years (in figures)						0.00
Total Cost for three years (in words)						

Breakup of B

S. No.	Software Module	Cost for Module Includes software ASC, upgrades, patches, etc	Tax rate	Tax type (VAT, CST etc.)	Total cost
1	RDBMS Database - MS SQL SERVER				0.00
2	RDBMS Database – ORACLE				0.00
3	Network Management System (NMS)				0.00
4	Anti-Virus Solution				0.00
5	Back up and Archive Solution				0.00
6	Email Solution				0.00
7	Operating System				0.00
8	Others (If any)				0.00

Total Cost for three years (in figures)	0.00
Total Cost for three years (in words)	

Breakup of C

#	Man Power Description	Duration (Minimum Person Months)	Unit Rate for Implementation Period (per man month)	Tax rate	Tax type (VAT, CST etc.)	Total Cost (for three years)
Implementation Phase						
1	Site Preparation - Planning					0.00
2	Site Preparation - Installation					0.00
3	Site Preparation - Configuration					0.00
4	Site Preparation - Commissioning					0.00
5	Any other Component					0.00
Post Implementation Phase						
1	Project Manager	9				0.00
2	System Administrator	72				0.00
3	Database Administrator	72				0.00
4	Storage Administrator	72				0.00
5	Any other additional resources required over and above minimum required stated to meet the desired SLA in the RFP					0.00

Tender No.

Total Cost for three years inclusive of comprehensive maintenance warranty and operations (in figures)	0.0 0
Total Cost for three years inclusive of comprehensive maintenance warranty and operations (in words)	

D	Bid Submission & Evaluation Mechanism
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Annexure I: Bid Submission

1. Preparation of Bids

- 1.1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 1.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.3. Physical copies of the original instruments for Tender Fees, EMD (as per Annexure IV: Tender Fees, Earnest Money Deposit and Performance Bank Guarantee) and Technical bid are also to be submitted.

2. Submission of Bids

Bidder shall submit their bids in FOUR PARTS, each in a separate sealed envelope superscribed with the RFP document number, due date, time, Project name (Selection of a Service Provider for Supplying, Setting up and Maintaining new infrastructure for Commercial Tax Organisation, Government of Odisha) and nature of bid (Indicated by Envelope number and description)

Envelope Number	Description
1	EMD and tender fee
2	Pre-Qualification Criteria
3	Technical Bid & Checklist
4	Financial Bid Letter and Bid

- 2.1.1. **“Envelope # 1: EMD & Tender Fee”** – The EMD and tender fee drafts should be physically submitted in separate sealed and superscribed envelopes mentioning **“EMD / Tender Fees: Tender for Selection of a Service Provider for Supplying, Setting up and Maintaining new infrastructure for Commercial Tax Organisation, Government of Odisha due on xx/xx/2013 at xx:xx am”**. This packet must contain the drafts for EMD and Tender Fees as per Clause 2 and should be submitted before the bid submission date and time as mentioned in “Annexure A – V : Time Schedule”.

- 2.1.2. **“Envelope # 2: Pre-Qualification Criteria”** – This envelope must contain the information on the **Pre-Qualification criteria** as mentioned in Evaluation of Bids in “Annexure A – III: Pre-Qualification Criteria”. All auxiliary documents required to support the Pre-Qualification criteria, should also be included in this envelope. In case this envelope contains the technical details or contains the financial details, the bid will be rejected.
- 2.1.3. **“Envelope # 3: Technical Bid”** – This envelope must contain the **Technical Bid** as per the technical specifications as mentioned in the different clauses of the tender document. All auxiliary documents required supporting the technical specifications and the checklist as mentioned in “Annexure C: Technical Formats” should also be provided. In case this Technical Bid doesn’t contain the technical details or contains the financial details along with the technical details, the bid will be rejected.
- 2.1.4. **“Envelope # 4: Financial Bid”** – This packet must contain **the Financial Bid** as “Annexure C – Financial Formats”. The bidder should not change any field or the minimum requirements value.

All four envelopes have to be submitted at the following address:

Assistant Commissioner of Commercial Taxes (IT and Policy)
Office of the Commissioner of Commercial Taxes, Odisha
Banijyakar Bhavan,
Old Secretariat Compound,
Cuttack - 753001
Odisha

- 2.2. The following points need to be considered while submitting the bids:
- 2.2.1. The interested bidders may submit their bid to Purchaser on or before the time mentioned. Any bid delivered after the deadline will not be considered.
- 2.2.2. Purchaser shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.
- 2.2.3. Purchaser will not be responsible for any delay in bid submission.
- 2.2.4. In the event of the specified date for the submission of Bids being declared a holiday, the Bids can be uploaded up to the appointed time on the next working day for which Purchaser will make necessary provisions.
- 2.2.5. Purchaser may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of the Agencies shall be applicable to the extended time frame.
- 2.2.6. At any time prior to the last date for receipt of bids, Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify the Tender Document by an amendment. The amendment will be notified on Purchaser’s web site “<https://odishatax.gov.in>” and

should be taken into consideration by the prospective agencies while preparing their bids.

- 2.2.7. The offers submitted as documents, by telex/telegram/fax/email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.

Annexure II: Bid Evaluation Mechanism

1. Evaluation Process

- 1.1. The Tender Evaluation Committee constituted by the purchaser shall evaluate the tenders.
- 1.2. The decision of the Tender Evaluation Committee in the evaluation of the Pre-qualification, Technical proposals and financial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

2. Evaluation of Pre-Qualification Bid

- 2.1. Pursuant to Annexure A- III: Pre-Qualification Criteria the prospective Bidder shall have to enclose along with the letter of pre-qualification, documentary evidence in support of Pre-Qualification conditions in the absence of which the bid will be rejected summarily. The technical bid will be evaluated only for the Bidders qualifying the pre-qualification conditions. Bidder must fulfill the Pre-Qualification criteria and must individually provide the Pre-Qualification documents as documentary evidence.

3. Overall Evaluation

- 3.1. Tender Evaluation Committee will evaluate and compare the bids determined to be substantially responsive. It is Tender Evaluation Committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the Scope of work, minimum manpower & infrastructure requirement, functional requirement specifications, service level requirements and all requirements outlined in this RFP. In this regard, the bidder should mention the specifications of the proposed solution, hardware, network infrastructure.
- 3.2. Bids in compliance to the requirements will be treated as substantially responsive and shall be eligible for further financial evaluation.
- 3.3. The Least Value Bid (i.e. the bidder quoting minimum amount) will be given preference in the order of selection.
- 3.4. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its Bid would be rejected and may result in forfeiture of EMD
- 3.5. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

3.6. Evaluation of Technical Bid

- 3.6.1. Tender Evaluation Committee will carry out a detailed evaluation of the Technical Bids received in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation requirements specified in this RFP
- 3.6.2. Proposal Presentations: The committee may invite each bidder to make a presentation. The purpose of such presentations is to allow the bidders to present their proposed

solutions to the evaluation committee and the key highlights of their proposals. The presentation should not take more than 30 minutes.

- 3.6.3. During technical bid assessment, the committee will look for completeness of the bids and their responsiveness to the requirements of the RFP in all respects. The incomplete bids may be rejected straightforward. Substantially Responsive Bids will be considered for financial evaluation

3.7. Evaluation of Financial Bid

- 3.7.1. Based on the technical bid assessment, the Financial Bids of only the qualified bidders (who have submitted substantially responsive bids) shall be opened by Tender Evaluation Committee. The Financial evaluation will take into account the information supplied by the Bidders in the Financial Proposal, and shall evaluate the same.

3.8. Substantially Responsible Bids

- 3.8.1. A substantially responsive Bid is one, which conforms to the all the requirements, terms, conditions and specifications of the RFP.

- 3.9. Any attempt by a Bidder to influence its the bid evaluation process may result in the rejection of the Bidder's Bid

4. Clarification of Bid

- 4.1. During evaluation of the bids, Purchaser may, at its discretion, ask the bidder for clarification on its bid or additional information with respect to eligibility documents and technical solution. The request for clarification or additional information and response to the same shall be in writing.
- 4.2. Bidders that fail to respond to submit the requested clarification or additional information within stipulated period from receipt of request letter, their bids will be disqualified.
- 4.3. Purchaser reserves the right to ask for clarification in the form of technical presentation from the bidder on submitted technical bid at any point of time before opening the financial bid.

5. Notification of Award

- 5.1. Prior to the expiration of the period of proposal validity, the Bidder will be notified in writing or by fax or email that its proposal has been accepted.
- 5.2. The notification of award will constitute the formation of the Contract. Upon the bidder executing the contract with purchaser, the purchaser will promptly notify each unsuccessful bidder.
- 5.3. Bidders should not have conflict of interest.
- 5.4. The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

6. Signing of Contract

- 6.1. The notification of the award shall constitute signing of the agreement. The signing of agreement will result in award of contract and bidder will initiate the execution of the work as specified in the agreement. At the same time as the purchaser notifies the successful

Bidder that its bid has been accepted, the purchaser will send the Bidders the Performa for Contract, incorporating all agreements between the parties. Within 10 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the purchaser.

7. General Rejection Criteria

The following conditions may result in the rejection of the bid submitted:

7.1. General Rejection Criteria

- 7.1.1. Non submission or incorrect format for EMD/Tender fees
- 7.1.2. Improper submission mode other than online submission
- 7.1.3. Non-conformance to bid conditions
- 7.1.4. Incorrect or misleading information
- 7.1.5. Delay in receipt of bids
- 7.1.6. No board resolution or authorization letter
- 7.1.7. Bidder found to influence bid evaluation process

7.2. Technical Rejection Criteria

- 7.2.1. Not meeting PQ criteria
- 7.2.2. Non-conformance to project time-lines and scope of work including functional & technical requirements
- 7.2.3. Any deviation to the entire Scope of Work
- 7.2.4. Revelation of commercial quote in technical proposal
- 7.2.5. Inadequate submission of all requisite information

7.3. Commercial Rejection Criteria

- 7.3.1. Non-conformance to Financial bid submission formats
- 7.3.2. Quoted price is incomplete or does not include taxes
- 7.3.3. Arithmetic discrepancies corrected by Purchaser not accepted by Bidder
- 7.3.4. Any deviation to the terms and conditions specified in the RFP

Annexure III: Validity of Bids, Rates, etc.

S. No.	Item	Value
1	Validity of bids	<u>120 days from submission of bids</u>
2	Term of the Contract	Implementation Period: 44 weeks Post-Implementation Operation & Maintenance Support Period: 3 years
3	Extension	Additional Operation & Maintenance Support (On discretion): 2 years

E	Payment
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Annexure 1: Payment

Payments shall be made to the bidder on completion of milestones and certified by department or an agency nominated by the department.

The department shall make payment after successful implementation of every milestone of any given phase claimed by the bidder. Each claim will have to be supported by the following:

- Acceptance certificate for the sites accepted by the department / or agency nominated by the department
- SLA compliance report as prepared by the bidder
- All supporting documents like the bill, invoices, etc

In the event of premature termination of the agreement prior to the launch of the Project, the bidder shall not be eligible to receive any compensation or payment. Further, appropriate penalty would be imposed on the Implementation Agency as decided by the Commercial Tax Organisation, Odisha.

The following table represents the milestones and payment component laid down for the following Project:

#	Milestone	% Payment of the total contract value
1	Completion of installation of IT infrastructure at OSDC & as required at CTD-HO (Milestone Sr. no. 3 & 4 as mentioned in Milestone timelines under section 3.23)	50% of Part A
2	Stabilization of Integrated system operations for 90 days (Milestone Sr. no. 8 as mentioned in Milestone timelines under section 3.23)	50% of Part A
3	Operation & Maintenance Support will be divided in installments across 3 years (Milestone Sr. no. 9 as mentioned in Milestone timelines under section 3.23)	Part B

Part A – 60 % of the Contract Value

Part B – 40% of the Contract Value

Part B will be divided equally against 12 quarters and shall be paid against bills raised every quarter along with all supporting documents including SLA compliance report, reports, bills, etc

F	Additional Requirements/ Proforma
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Annexure I: Proforma for Form of Agreement

THIS Agreement made thedate of.....2010., between Odisha Commercial Tax Organisation (OCTD) (hereinafter referred to as the "Purchaser") of the first part

And

_____, a company registered under the companies act, 1956 having its registered office at _____ (hereinafter called the "Bidder") of the third part.

WHEREAS the Bidder is about to perform services as specified in this RFP mentioned, enumerated or referred to in certain Contract conditions, specification, scope of work, other sections of the RFP, covering letter and schedule of prices which, for the purpose of identification, have been signed by on behalf of the Bidder and (Purchaser) on behalf of the Purchaser and all of which are deemed to form part of the Contract as though separately set out herein and are included in the expression "Contract" whenever herein used..

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- a. The Purchaser has accepted the tender of the Prime Bidder for the provision and execution of the said works for the sum ofupon the terms laid out in this RFP.
- b. The Bidder hereby agrees to provide Services to Purchaser, conforming to the specified Service Levels and conditions mentioned
- c. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

Complete Request for Proposal (RFP) Document	<i>RFP document</i>
Corrigendum	<i>Corrigendum to be issued by Purchaser</i>

Bid submitted by the Prime Bidder as per file No. <<>>	<i>Prime Bidder's PQ Technical Proposal</i>
Clarification submitted by the Bidders	<i>Prime Bidder's Clarifications</i>
Break-up of cost components	<i>Prime Bidder's Commercial Proposal</i>
The Purchaser's Letter of Intent dated <<>>	<i>To be issued later by the Purchaser</i>
The Prime Bidder's Letter of acceptance dated <<>>	<i>To be issued later by the Purchaser</i>

- d. The mutual rights and obligations of the "Purchaser" and the Bidder shall be as set forth in the Agreement, in particular:
- the Bidder shall carry out and complete the Services in accordance with the provisions of the Agreement; and
 - the "Purchaser" shall make payments to the Prime Bidder in accordance with the provisions of the Agreement.

NOW THESE PRESENTS WITNESS and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to the Prime Bidder by the Purchaser as hereinafter mentioned, the Bidder shall deliver the services for the said works and shall do and perform all other works and things in the Contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said Contract.

AND in consideration of services and milestones, the Purchaser will pay to the Bidder the said sum ofor such other sums as may become payable to the Prime Bidder under the provisions of this Contract, such payments to be made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each.

Signed

Name : _____

Designation : _____

Date :

Place :

(Purchaser)

Signed

Name : _____

Designation : _____

Date :

Place :

(Bidder)

in the presence of :

Signed

Name : _____

Designation : _____

Date :

Place :

(Purchaser)

in the presence of :

Signed

Name : _____

Designation : _____

Date :

Place :

(Bidder)

Annexure II: Proforma for Bank Guarantee for Contract Performance

Ref: _____

Date _____

Bank Guarantee No. _____

To

Assistant Commissioner of Commercial Taxes (IT and Policy)
Office of the Commissioner of Commercial Taxes, Odisha
Baniyakar Bhavan,
Old Secretariat Compound,
Cuttack - 753001

Odisha

E-mail:

Phone (office):

Fax:

1. Against contract vide Advance Acceptance of the Tender No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered into between Odisha Commercial Tax Organisation hereinafter called "Purchaser") and _____ (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we ----- Bank Ltd., are holding in trust in favour of Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified Purchaser against any loss or damage that may be caused to or suffered by Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any

such claim has been given to us _____ Bank Ltd, by Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of Purchaser.

4. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time from time to time any of the powers exercisable by Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by Purchaser to the said Bidder or for any forbearance and or omission on the part of Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

Annexure III: Proforma for Statement of deviations from Schedule of Requirements

To

Assistant Commissioner of Commercial Taxes (IT and Policy)
Office of the Commissioner of Commercial Taxes, Odisha
Banijyakar Bhavan,
Old Secretariat Compound,
Cuttack - 753001

Odisha

E-mail:

Phone (office):

Fax:

Following are the Technical deviations and variations from the requirements and documents for "Selection of a Service Provider for Supplying, Setting up and Maintaining new infrastructure for Commercial Tax Organisation, Government of Odisha" against Tender No. dated dd/mm/yyyy. These deviations and variations are exhaustive. Except for these deviations and variations, the entire work shall be performed as per your requirements and documents.

S. No.	Section No.	Clause No.	Page No.	Statement of deviations and variations.	Remarks

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.

Note: Bidders may please note that compliance to a clause and a sub-clause would mean complete compliance to all the other sections within those clauses and sub-clauses.

Witness:**Bidder:**

Signature -----

Name -----

Address -----

Date -----

Signature -----

Name -----

Designation -----

Company -----

Date -----

<p>G</p>	<p>Service Level Agreement (SLA)</p>
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Annexure 1: Service Level Agreements

1. Purpose

- 1.1. 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 Bidder to department for the duration of this contract.
- 1.2. The benefits of this SLA are to:
 - 1.2.1. Trigger a process that applies department and the Bidder's management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target.
 - 1.2.2. Makes explicit the expectations that department has for performance.
 - 1.2.3. Helps department control the **levels and performance** of Bidder services.
- 1.3. The Bidder and department shall maintain a monthly contact to monitor the performance of the services being provided by the Bidder and the effectiveness of this SLA
- 1.4. This Service Level Agreement is between the Bidder and department.
- 1.5. SLA parameters will be measured using an automated tool (preferably open source such as openNMS) and the report will be submitted to department at the time of billing. This tool will be provided and managed by the bidder. Bidder will be required to get output of the tool verified by a third party before its output is used for billing purpose. This certification will form a part of roll-out milestone.
- 1.6. The following table provides the SLA parameters and associated penalties.

Before Operations and Maintenance

#	Measurement	Definition	Target	Penalty
1	Implementation of the project as per timelines defined in Scope of Work under Milestones	Bidder is expected to complete the implementation phase in 44 weeks.	As per milestones defined + 1 week	No Penalty
		Delay will be calculated with respect to all Milestones as mentioned under section 3.23 "Milestones" under Scope of Work	> 1 Week	Rs. 10,000 per additional week of delay up to 5% of performance bank guarantee submitted

After Operations and Maintenance

#	Measurement	Definition	Measurement Interval	Target	Penalty
1	Server uptime at CTD-HO and OSDC sites for all servers at OSDC and relevant servers at CTD-HO. Any downtime for maintenance shall be with prior written intimation and approval of ITD.	Average of the day wise uptime of each server shall be taken for the arriving at the monthly score for that server.	Monthly	>99.5%	
2	Uptime for SAN Disk Array for CTD-HO and OSDC sites Any downtime for maintenance shall be with prior written intimation and approval of ITD.	Average of the day wise uptime of each SAN disk array shall be taken for the arriving at the monthly score for that SAN array.	Monthly	>99.5%	
3	Uptime of Tape Library for CTD-HO and OSDC sites Any downtime for maintenance shall be with prior written intimation and approval of ITD.	Average of the day uptime of each Tape Libraries shall be taken for the arriving at the monthly score for that Tape Libraries.	Monthly	>99%	
4	Uptime of Firewall for CTD-HO and OSDC sites. Any downtime for maintenance shall be with prior written intimation and approval of ITD.	Average of the day-wise uptime of each Firewall shall be taken for the arriving at the monthly score for that Firewall.	Monthly	>99%	

#	Measurement	Definition	Measurement Interval	Target	Penalty
5	Uptime of SAN Switch for CTD-HO and OSDC sites. Any downtime for maintenance shall be with prior written intimation and approval of ITD.	Average of the day-wise uptime of each SAN Switch shall be taken for the arriving at the monthly score for that SAN Switch	Monthly	>99%	
6	Uptime of Router for CTD-HO and OSDC sites. Any downtime for maintenance shall be with prior written intimation and approval of ITD.	Average of the day-wise uptime of each Router shall be taken for the arriving at the monthly score for that Router	Monthly	>99%	
7	Information Security	Any failure/incident on any part of the information security breach shall be communicated immediately to the department as an exceptional report giving details of impact, if any.	Monthly	100% incidents to be reported to the department within 1 hour with the cause and action for the incident. Reporting of such breaches has also to be made as per the format and guidelines issued by Gol	No Penalty
				Delay beyond an hour	

#	Measurement	Definition	Measurement Interval	Target	Penalty
			Monthly	100% incident log to be submitted to the department that comprises exceptional & normal reportable activities by 5 th of every Quarter for the previous quarter.	No Penalty
				Delay beyond the date of submission	1% of the monthly payment
9	Implementation of Audit Recommendations	Implementation of audit recommendations by the department or its auditor which have been agreed by Bidder & the department to be implemented.	Half-yearly	100% on time to be implemented as per timelines agreed upon with the department.	If not met, 1% of the monthly payment
10	Adherence to Backup Policy	The bidder shall adhere to the Backup Policy developed in consultation with the department.	Monthly	100% adherence to Backup policy	If not met, 1% of the monthly payment
11	DR Drill	The bidder shall adhere to the DR Policy developed in consultation with the department.	Monthly	100% of the time the drill should happen as per schedule mentioned in the department's	If not met, 1% of the monthly payment

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#	Measurement	Definition	Measurement Interval	Target	Penalty
				DR policy	

Annexure 2: Change Control Note

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Purchaser	Date:	
Name:		
Signature:		
Received by the Bidder	Date:	
Name:		
Signature:		
Change Control Note		CCN Number:
Part B : Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		

Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.

Brief Description of Solution:

Impact:

Deliverables:

Timetable:

Charges for Implementation:

(including a schedule of payments)

Other Relevant Information:

(including value-added and acceptance criteria)

Authorized by the Bidder	Date:
Name:	
Signature:	
Change Control Note	CCN Number :
Part C : Authority to Proceed	

Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as follows, or as Attachment 1 etc.)	
For Purchaser and its nominated agencies	For the Bidder
Signature	Signature
Name	Name
Title	Title
Date	Date

<p>H</p>	<p>Check-list of documents to be submitted</p>
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Annexure I - Enclosures Check-list

(To be submitted properly numbered and indexed along with signatures of the authorized representative of quoting bidders).

S. No.	Description	Compliance (Y/N)	Refer Page No. in the Bid
For Pre-Qualification Criteria			
1	Pre-Qualification Criteria compliance sheet		
2	Certificate of Incorporation/ Registration, Certificate of Commencement, Certificate consequent to change of name, if applicable		
3	Valid Certificates/Licenses as required in Annexure A-III: Pre-Qualification Criteria		
4	Audited/ Certified financial statements & annual report for 2009-2010, 2010-2011, 2011-2012.		
5	An undertaking by the bidder duly signed by the authorized signatory.		
6	Valid documentary proof of Service Tax registration number, Employee Provident Fund Number, Income Tax registration/PAN number, Income Tax returns for the last three years		
7	Audited/ Certified financial statements & annual report for 2009-2010, 2010-2011, 2011-2012.		
8	Details of projects in the format provided		
9	An undertaking by the bidder duly signed by the authorized signatory		
10	Certificate for the authorized signatory		
11	Letter from OEM as required in Annexure A-III: Pre-Qualification Criteria		
For Technical Bid			
12	Necessary detailed technical write up as specified in Annexure B: Technical Formats		

S. No.	Description	Compliance (Y/N)	Refer Page No. in the Bid
For Financial Bid			
13	Financial bid as per Annexure C-Financial Formats		

I	Bill of Materials
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Annexure 1 – Bill of Materials

Description	Qty OSDC	Qty CTD-HO
Network Components		
<i>Core Switch</i>	2	2
<i>Core Router</i>	2	2
<i>Server Access Switch</i>	2	1
<i>Application Firewall</i>	1	2
<i>Application Load Balancer</i>	1	2
<i>Network Load Balancer</i>	2	2
<i>Intranet Router - Between PDC and Secondary DC</i>	2	2
<i>UTM Firewall – MPLS</i>	2	2
<i>Internet Router</i>	2	2
Servers		
<i>Virtual Machines - Web Server</i>	4	2
<i>Virtual Machines - Application server</i>	5	2
<i>Virtual Machines - Enterprise access manager</i>	1	1
<i>Virtual Machines - Archival & backup server</i>	1	1
<i>Virtual Machines - Antivirus server</i>	1	1
<i>Virtual Machines - DNS server</i>	2	1
<i>Virtual Machines - SAN Management Server</i>	1	1
<i>Virtual Machines - SysLog Server</i>	1	1
<i>Virtual Machines - Certificate Server</i>	1	1
<i>Virtual Machines - Document Manager</i>	2	1
<i>Virtual Machines - Mail Server</i>	2	1

<i>Virtual Machines - SMS Server</i>	2	1
<i>Physical Machines - Database Server</i>	5	5
<i>Total Physical Machines</i>	12	8
<i>Blade Chasis</i>	2	2
Storage and Backup		
<i>SAN Storage - 12 TB</i>	1	1
<i>SAN Switch with 2 FC-IP port</i>	1	1
<i>Tape Library [With 20 cartridges & 10 cleaning cartridges]</i>	1	1
<i>Tapes</i>	30	30
Network Management Server		
<i>NMS Server</i>	1	1
<i>Network Monitoring Server</i>	1	1
<i>Network Monitoring log database</i>	1	1
<i>Monitoring PCs</i>	2	2
Other Software		
<i>RDBMS Database - MS SQL SERVER</i>	1	2
<i>RDBMS Database – ORACLE</i>	1	2
<i>Network Management System (NMS)</i>	1	1
<i>Anti-Virus Solution</i>		
<i>Back up and Archive Solution</i>	1	1
<i>Email Solution</i>	1	1
<i>Operating System</i>	As required	As required
<i>Hypervisor</i>	As required	As required

Annexure 2 – Minimum Technical Requirement Specifications

The following section provides the minimum technical requirement specifications for the various components as mentioned in the BoM. Bidder is required to provide feedback against each of the requirements specifications and submit the same along with the technical bid.

Switch

#	Item	Requirement Description	Compliance (Yes / No)	Deviation / Remarks
1	Core Switch	Chassis based Architecture, with minimum 5 payload slots for switching and one slot should be free for future expansion.		
2		Should have 500 Gbps switch fabric or higher.		
3		Packet forwarding rate for 64-byte packets required at least 210 million packets per second forwarding rate at Layer 2, 3		
4		The Switch should have the following interfaces /ports from Day 1:		
5		20 x 10/100/1000 BaseTx interfaces		

6	8 x 10Gbps interfaces SFP ports (LR 4 ports (Upto 10kms) & SR 20 Ports)		
7	There should not be any service degradation due to failure of power supply or CPU.		
8	Redundant power supplies, fan and CPU from day 1. The Switch should be able to take redundant switching fabric/CPU with similar feature and Capacity.		
9	Hot swappable chassis Components such as power supply and interface modules		
10	Support for 2000 Active VLANs.		
11	Layer 3 features, VRRP or equivalent to create redundant, Static IP routing, RIPv1&2, OSPF.		
12	Standard and extended ACLs on all ports		
13	Should support 802.1x user authentication		
14	Should have support for Ipv6		
15	CoS: Should support port-based COS assignment and CoS trust		
16	Queue per port: Should have minimum 8 hardware queues per port		
17	Mac address table size of 50,000 entries and Routing entries capacity of 256,000 on the CPU.		

18	Layer 2 Features	Layer 2 switch ports and VLAN trunks IEEE 802.1Q VLAN encapsulation Support for at least 4000 VLANs. 802.1s 802.1w Port trunking capability. Port mirroring capability		
19	Layer 3 Features	VRRP/HSRP Static IP routing IP routing protocols Open Shortest Path First Routing Information Protocol IP Version 6 support.		

Router

#	Item	Requirement Description	Compliance (Yes / No)	Deviation / Remarks
1	Architecture	Modular chassis 19'' rack mountable Shall Support At least 5 Security Zones physically isolated from each other Stateful		

2	High Availability requirements	VRRP/HSRP High Mean Time between Failure values should be available to ensure long life of router hardware. The router should be capable of booting from a remote node or external flash memory, where the router image is present. The Router should have redundant power supply		
3	Miscellaneous requirements	Sufficient RAM must be available for proper router operation to keep IGP and EGP routes. Extensive debugging capabilities to assist in hardware problem resolution.		
4	Interface module support	2 X 2 Mbps serial ports 4 X 10/100 baseTX fast ethernet routed interfaces All the Serial Ports should be Flex-Configured for RS-232/V.35 interfaces. Shall be able to support variety of other interfaces.		
5	Performance requirement	The router should have a minimum of 400 or more kpps throughput.		
6	Software requirements	Should support the standard routing protocols with QOS.		
7	Functional requirements	Network address translation.		
8	IP Routing protocols	RIP v1 and v2 OSPF v2 and v3 BGP Policy Routing.		

9	Protocols	PPP Multilink PPP		
10	Multicasting and QoS	PQ, cRTP, LFI, WRED		
11	Accounting	Network Time Protocol. Packet & Byte Counts. Start Time Stamp & End Time Stamps. Input & Output interface ports. Type of service, TCP Flags & Protocol. Source & Destination IP addresses. Source & Destination TCP/UDP Addresses		
12	Security	Support for Standard Access Lists and Extended Access Lists to provide supervision and control. Controlled SNMP Access. Control SNMP access through the use of SNMP with authentication. Multiple Privilege Levels. Support for Remote Authentication Dial-In User Service (RADIUS) and AAA.		
13	Others	Ethernet Interface of the Router should support 802.1Q Support for additional Ethernet Interface card Should have automatic route optimization and load distribution over multiple service provider networks.		

14	Management	Telnet and SSH SNMP Shall have Console port for local management. Configuration replacement and roll back functionality Preplanned reboot		
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Access Switch

#	Requirements Description	Compliance	Deviation / Remarks
		(Yes / No)	
1	The Switch should be a Fixed Configuration switch with 16 x SFP+ ports for 1G/10G combo options based on requirement stated below.		
2	The Switch should be loaded with 2 x 10Gbps LR Modules for remote office connection and 12 x 5 meter Copper Cable with 10G Modules at both ends for Server Connection		
3	The Switch Should support at least 800Gbps of switching capacity		
4	The Switch Should support throughput of at least 250 Mpps for IPv4 and 125 Mpps for IPv6		
5	The Switch Should support 250,000 IPv4 Routing Entries , 125,000 IPv6 Routing Entries and 30,000 Multicast Routes		
6	The Switch Should support at least 55,000 MAC addresses , 4,000 Active VLANs, 40,000 ARP Entries and 50 Spanning Tree Protocol		

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	Instances		
7	The Switch should support 4 GB Dynamic RAM (SDRAM) and 2G flash		
8	The Switch should support SFP+ optics for 10G connectivity and SFP for 1G Connectivity and additional module slot for scalability to 40 ports		
9	The Switch Should support 10 G Ethernet: IEEE 802.3, IEEE 802.3ae, 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Reconfiguration of Spanning Tree, IEEE 802.1s Multiple VLAN Instances of Spanning Tree, IEEE 802.3ad LACP, IEEE 802.1p CoS Prioritization, IEEE 802.1Q VLAN		
10	The Switch Should support redundant power supplies		

Firewall

Sr. No	Minimum Requirement Specifications	Compliance for Minimum Requirements (indicate YES/NO)	Deviation/Remarks
1	Make		
2	Model		
3	Form Factor / Dimension		
4	Weight		
5	Heat Dissipation		

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6	Power Requirement			
7	Power Specification	Indian power specifications in terms of Phase, Voltage, Freq		
8	Current Rating			
9	Number, Rating, Type of power points required			
10	Operating Temperature range			
11	Operating Relative Humidity range (non-condensing)			
12	Power Supply			
	Hot Swappable Power supply proposed			
	(N+1) redundant power supply proposed			
13	Support			
	Is the proposed product/solution End-of-life or will reach End-of-life within 24 months from the date of submission of bid or 12 months from the date of acceptance, whichever is later?	No		
	Will the proposed product/solution reach End-of-life during the currency of contract?	No		
	Will the proposed product/solution reach End-of-support during the currency of contract?	No		

		Firewall & Integrated IPSEC VPN Applications should be EAL4 / FIPS 140-2 / ICISA certified		
		The hardware platform & firewall with integrated IPSEC VPN application has to be from the same OEM.		
		The Firewall should have remote access features like IPSec Client to Site VPN		
		Appliance should support for high availability deployment in Active – Active mode. It should not depend upon any 3rd party product or appliance for the same.		
		It should support the protection of unlimited IP hosts		
		Firewall Architecture should be on multiple tiers (firewall module, logging & policy management server, and the GUI/WebUI Console)		
		The communication between all the components of Firewall System (firewall module, logging & policy management server, and the GUI/WebUI Console) should be encrypted		
		Firewall should support for static and dynamic routing capabilities. The firewall should support open standard protocols like RIP, OSPF and BGP		
		Firewall system should have support to configure QoS for the network traffic		

		The firewall should have at least local hard-disk or equivalent, in order to keep the event logs in the event of management server connection failure, etc. Provide detailed information		
15	Interface and Connectivity Requirements	The firewall must be supplied with at least 8 10/100/1000Mbps interfaces on Copper.		
		The platform should support VLAN tagging (IEEE 802.1q) .		
		Firewall should support Active/Active with Stateful Failover for IPSec VPN Connections.		
		Firewall should have a dedicated Console port		
		Firewall should have a Management port		
16	Performance Requirements	The Firewall should support throughputs of minimum 300 Mbps for Clear text traffic & scalable to 350 Mbps		
		Provide information on the concurrent sessions supported Should support minimum 16000 concurrent sessions. Packets per second supported - 90000		
		Provide information on the IPSEC VPN throughput supported Should provide minimum 100 Mbps of 3DES/AES256/SHA1 encryption		

17	Firewall Filtering Requirements	The Firewall should also support the standard Layer 3 mode of configuration with Interface IP's. It should be possible to protect the firewall policies from being compromised.		
		The Firewall must provide state engine support for all common protocols of the TCP/IP stack		
		The Firewall must provide NAT functionality, including dynamic and static NAT translations		
		The Firewall must provide filtering capability that includes parameters like source addresses, destination addresses, source and destination port numbers, protocol type and time		
		The Firewall should be able to filter traffic even if the packets are fragmented.		
		All internet based applications should be supported for filtering like Telnet, FTP, SMTP, HTTP, DNS, ICMP, DHCP, ARP, RPC, SNMP, Lotus Notes, MS-Exchange etc		
		It should support the VOIP Applications Security by supporting to filter SIP, H.323, & MGCP flows.		
		The Firewall should support authentication protocols and have support for firewall passwords, smart cards, & token-based products, and X.509 digital		

		certificates.		
		The Firewall should support database related filtering and should have support for Oracle, MS-SQL, and Oracle SQL-Net.		
		The Firewall should provide advanced NAT capabilities, supporting all applications and services-including H.323 and SIP based applications		
		Support for Filtering TCP based applications		
		Support basic inspection HTTP, FTP & SMTP traffic		
		Should support CLI & GUI based access to the firewall modules		
		Local access to firewall modules should support role based access		
		Local access to the firewall modules should support authentication protocols – RADIUS & TACACS+		
		The firewall should be capable of carrying out the QoS functionality like allocation of bandwidth to applications		
18	Firewall/IPSec VPN Management Server requirements	Firewall Real-Time Monitoring, Management & Log Collection (with storage) and Systems Resource Monitoring should be provided in the Centralized Management.		

		Firewall policies can be enforced from centralized management server at DC.		
		Firewall Management Systems should support High Availability and support the automatic replication & synchronization of the security policies and objects.		
		Any changes or commands issued by an authenticated user should be logged		
		Firewall Management system should also provide the real time health status of all the firewall modules on the dashboard for CPU & memory utilization, state table, total # of concurrent connections and the connections/second counter.		
		Real Time Monitoring, Appliance Health Monitoring, Security Policy Rollout for Firewall Systems on the Firewall appliances and Logs Collection from the Firewall appliances should be from single Management Server/Appliance		
		The Firewall Management system should only support communication to well defined system and all the communication should be encrypted.		

Application Proxy Firewall

#	Application Proxy Firewall	Compliance (Yes / No)	Deviation / Remarks
1	MSP should provision firewalls with application proxy support for various protocols like HTTP, SMTP, FTP, SNMP, P2P, RTSP, ILS, and DNS etc.		
2	Firewall should be capable of controlling streaming through MS, QuickTime or Real etc.		
3	MSP should provision minimum two firewalls with application proxy working in High Availability mode in addition to stateful Inspection firewalls as mentioned above.		
4	MSP should configure and maintain the application proxy firewalls to secure the network it protects.		
5	The firewalls with application proxy capabilities must also have an integrated VPN module and capabilities to configure site-to-site or dialup-to-site VPNs.		
6	Authentication Server		
7	MSP shall set up and maintain centralized management of authentication data, such as usernames and passwords through protocols such as RADIUS, TACACS+, Kerberos etc		
8	The Authentication servers shall be sized by the MSP independently.		

9	MSP shall provide requisite licenses for all the system software required for the Authentication server including, but not limited to, Operating System, etc.		
10	VPN Network		
11	The VPN capability shall come as an integrated module in the firewalls serving as application proxy and shall support Site to Site and Remote Access VPN using IPSec technology.		
12	It shall be able to support hub and spoke model.		
13	It shall support Certificate / Radius / LDAP for authentication.		
14	The VPN module shall be capable of creating site-to-site VPN with the industry standard routers and shall also support NAT-traversal functionalities.		
15	It shall support authentication using X.509 certificates, Pre-shared keys, SCEP, RADIUS, CHAP/PAP etc.		
16	It shall have traffic management and QoS feature.		
17	It shall have/ or should be in process of evaluation for common certifications Common Criteria Evaluation Assurance Level (EAL) 4/ ICSA Labs Ipsec certification/ FIPS certification.		
18	IPSec stateful failover shall provide fast and scalable network resiliency for VPN sessions between remote and central sites.		
19	It shall have support for additional encryption hardware to offload load.		

20	It shall be capable to support minimum 1000 tunnels.		
21	The solutions shall provide protection against replays.		
22	The VPN connection shall be based on the IPSec and shall provide end-to-end VPN connection.		
23	The VPN connection shall be based on either the digital certificates using PKI negotiations or pre-shared keys (whichever is more secure) to create the Phase-I IPSEC VPN connection.		
24	MSP shall design the VPN configuration in order to provide secure connection over Internet which can thwart virus attacks, Worms and network related attacks.		
25	MSP shall assist the users in setting up the remote VPN client which is compatible with the VPN gateway of the remote installation.		
26	MSP shall also be responsible for the management of VPN connection and administration of the VPN module in the firewall.		
27	The system shall be able to provide adequate throughput of the IPSec traffic. The throughput shall be dependent on the Sizing of the traffic		

Database Server

#	Item	Requirement Description	Compliance (Yes /	Deviations /
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			No)	Remarks
1	Processor	Latest Generation x86-64 Bit Minimum Octa-Core Processor with Minimum 1.86Ghz Clock Speed and 12MB Cache with QPI Technology or above		
2	Number of Processors	Offered Server should be configured with 2 (two) Processors		
3	Memory	128 GB DDR3 Memory Per Server		
4	Memory Scalability	Memory Should be Scalable up to 512 GB		
5	PCI-Express Slots	Server Should Have Minimum 4 * PCI Express Slots		
6	Network Interface Ports	Minimum 2, 10 gbps sfp card		
7		The NIC Ports should support FCoE & iSCSI		
8	FC-HBA Ports	Minimum 2, 8 Gb/s FC-HBA Cards		
9	Internal RAID	Internal RAID Controller should be able to do RAID 1,0		
10	Internal / External HDD (For OS only)	Minimum 4 * 50 GB SSD		
11	Pre-Failure Warranty	Critical Components like CPU, Memory, SSD & PCI Slots should be covered under Pre-Failure Warranty		
12	OS & Virtualization Infrastructure Support	Should support the following - MS Windows, RHEL, SLES, OEL, Oracle Solaris, Citrix, VMWare Vsphere & Microsoft HyperV		

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13	I/O & Power Supply Redundancy	Server Should have redundant power supply and redundant I/O		
14	Form Factor	Blade		

Other Servers

#	Item	Requirement Description	Compliance (Yes / No)	Deviations / Remarks
1	Processor	Latest Generation x86-64 Bit Minimum Hexa-Core Processor with Minimum 1.86Ghz Clock Speed and 12MB Cache with QPI Technology or above		
2	Number of Processors	Offered Server should be configured with 4 (Four) Processors		
3	Memory	128 GB DDR3 Memory Per Server		
4	Memory Scalability	Memory Should be Scalable up to 512 GB		
5	PCI-Express Slots	Server Should Have Minimum 4 * PCI Express Slots		
6	Network Interface Ports	Minimum 2, 10 gbps sfp card		
7		The NIC Ports should support FCoE & iSCSI		
8	FC-HBA Ports	Minimum 2, 8 Gb/s FC-HBA Cards		
9	Internal RAID	Internal RAID Controller should be able to do RAID 1,0		

Tender No.

10	Internal / External HDD (For OS only)	Minimum 2* 50 GB SSD		
11	Pre-Failure Warranty	Critical Components like CPU, Memory, SSD & PCI Slots should be covered under Pre-Failure Warranty		
12	OS & Virtualization Infrastructure Support	MS Windows, RHEL, SLES, OEL, Oracle Solaris, Citrix, VMWare Vsphere & Microsoft HyperV		
13	I/O & Power Supply Redundancy	Server Should have redundant power supply and redundant I/O		
14	Form Factor	Blade		

Blade Chasis

#	Item	Requirement Description	Compliance (Yes / No)	Deviations / Remarks
1	Blade Chassis	Solution to house the required number of blade servers in smallest number of enclosure		
2		Same enclosure should support Intel Xeon, AMD Opteron or RISC/EPIC blades. Enclosure should also support Unix, Linux and Windows Operating environment.		
3		Should have Hot Pluggable & Redundant Management Modules.		

4		Should provide a highly reliable and high performance redundant mid-plane/back-plane design in the blade enclosure. Should provide detailed technical information.		
5		Should be able to accommodate the blade servers mentioned in the sections below in the proposed blade enclosures.		
6		Support simultaneous remote access for different servers in the enclosure.		
7	LAN Interconnect	Two or Four network ports from each of the servers in the enclosure should be available on 10 Gigabit LAN switch / Link Aggregation Module / Pass-through to connect to external network devices..		
8	Fibre Channel Interconnects	Redundant 8GB Fibre Channel Pass thru Interconnect modules to direct HBA cards to SAN Switch/Storage.		
9	MAC Address & WWN Management	Blade Enclosure should preferably support management & deployment of MAC Addresses of NIC Adapters and WWN No of FC adapters at the chassis level so that replacement of a server blade does not involve Network & SAN configuration effort at the blade level		
10	Power Supply	The enclosure should be populated fully with power supplies of the highest capacity & energy efficiency available with the vendor. Power supplies should support N+N as well as N+1 redundancy configuration, where N is greater than 1. Guaranteeing complete availability even on failure of any 2 power supplies		

		across the enclosure		
11	Cooling	Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for improved power consumption and acoustics		
12	Redundancy	The Midplane/Backplane, all interconnect switches the power bus running across the chassis should be in redundant configuration		
13	System Software	Management/controlling software have to be from the same OEM		
14	Remote Management	Must provide a remote management functionality to operate the server in both in-band and out-of-band. Must be part of the server without the need to install any additional hardware or software		
15		Must have a Real-time Virtual KVM functionality and be able to perform a remote Power sequence. Must provide both Java & Java-free browsing options.		
16	Power Management	Must be able to show the actual power usage and actual thermal measurement data of the servers.		

Storage Infrastructure

#	Requirement Description	Compliance (Yes / No)	Deviations / Remarks
1	Replication		
2	Bidder should configure the replication between the OSDC and CTD-HO site.		
3	Bidder should design a suitable replication strategy and an effective model for replication of the databases on the SAN storage, Bidder should accordingly provision the infrastructure.		
4	The Replication should make use of IP ports available on the SAN storage.		
5	The replication software should be compatible with proposed solutions and should support both synchronous and asynchronous modes.		
6	Bidder should provide requisite licenses for all the system software required for the Replication of the storage system.		
7	Bidder should provide replication solution that support across heterogeneous storage arrays from different storage OEMs		
8	SAN Storage Disk System for CTD-HO site		
9	Bidder should design the SAN storage with RAID 1+0 level configurations for Core Database and RAID 5 for other data stores.		
10	Bidder should provision adequate raw disk capacity based on the proposed solution and its sizing considerations. The same should also include RAID and other overhead considerations.		

11	The storage system should offer exhaustive support for all industry leading cluster systems.		
12	The storage system should support heterogeneous multi-host connectivity. The system should facilitate connectivity to various flavours of Operating Systems (OS).		
13	The storage system should be configured with adequate number of minimum 2 Gbps (per controller) FC host ports so that adequate throughput is available to the connected servers.		
14	The storage system should provide for minimum Dual AC input and redundant and hot swappable components including, but not limited to, Disks, Power supply, etc.		
15	The storage system should be compatible with the proposed replication software.		
16	Storage Architecture		
17	Bidder should propose single storage array system with No Single Point of Failure (SPOF).		
18	The storage system should provide end-to-end Fibre technology with a minimum of full-duplex 2 Gbps end-to-end bandwidth from front-end port to disk.		
19	Disks and Disk Controllers		
20	Bidder should propose dual ported Fibre Channel disks with capability for minimum full-duplex 2 Gbps through and through bandwidth. Bidder should provision disks with 146 GB capacity, of 15000 rpm.		
21	The disk array should have minimum of 5% of global hot spare disks. The global hot spare disks should be automatically configurable without any kind of interruption.		
22	The storage array should support hardware based RAID controllers with RAID level		

	configurations.		
23	The storage system should provide capability for storage expansion in order to facilitate volume enhancement without downtime.		
24	Bidder should ensure that all the components such as controllers, fibre loops, etc. are populated and configured such that the performance of the disk array is optimized and the disks are load balanced across multiple controllers.		
25	Bidder should undertake I/O tuning of the disk array so that the database related performance is optimized.		
26	Cache		
27	Bidder should provision for minimum of 2 GB cache so as to provide the requisite system performance.		
28	The cache should have adequate memory protection in order to ensure no data loss in case of any faults. The cache in the storage disk array should have facility for data protection in case of power failure.		
29	Bidder should provide necessary fibre cabling for the SAN. All necessary patches / connectors should also be provisioned.		
30	Tape Library		
31	Bidder should provision tape library as a backup device for copying the data on to a removable media.		
32	Bidder should size the tape library based on estimated data size and considering a full backup window of 4 hours. The number of tape drives should be sized accordingly.		

33	The tape library should be populated with native Fibre channel LTO Gen 5 or latest LTO drives interface. The tape library should be scalable to 2 times the number of tapes drives that are provisioned.		
34	The tape library should have the capability for automatic self-discovery of tape drives.		
35	The tape library should include a bar-code reader to enable managing the inventory of tape cartridges. The bar code reader should integrate with the media management software proposed.		
36	The tape library should have adequate media slots. The tape library should be scalable to 2 times the proposed number of media slots.		
37	The disk array should provide for minimum Dual AC input.		
38	Bidder should provision for adequate number of native minimum full-duplex 2 Gbps Fiber Channel ports in the tape library so as to stream data for full-utilization of all the tape drives.		
39	The tape library should have capability to backup data from multiple hosts running various flavors of OS.		
40	Tape Media / Accessories: Bidder should estimate the requirements of the tape and labels independently and provision adequate media for the period till the end of the contract.		

SAN Controller

#	Item	Requirement	Compliance (Yes / No)	Deviations / Remarks
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1	Controllers	The proposed SAN array shall be configured with dual Active-Active controllers for redundancy with dedicated cache mirroring interface between controllers		
2	Front-End & Back-End Ports	The proposed SAN array shall be configured with minimum 4x8 Gb/s FC front end host ports, & 8 x 4Gb/s FC Back end ports spread across dual controllers.		
3	Cache & Cache backup	The proposed SAN array shall be configured with at least 32 GB total usable read / write cache for data, across dual controllers. Cache shall be mirrored between the controllers.		
4	Offered Capacity	The proposed SAN array shall be configured with minimum 12 TB using 300 GB or more and 15k rpm dual ported FC/SAS drives.		
		SAN storage with RAID 1+0 level configurations for Core Database and RAID 5 for other data stores.		
5	Maximum Scalability	The storage system should be scalable up to minimum 300TB of RAW capacity using fiber channel/SAS disk drives.		
6	Disk IOPS	The array should be configured to deliver at least 10000 disk IOPS at less than 10 milliseconds response.		
		Bidder should enclose OEM certification for the given performance for proposed configuration supported with published benchmark document.		
7	RAID Levels	The Proposed SAN Array should support RAID Levels 1 or 10, 5 or 6		
8	Snapshots & Volume Clones	Offered Storage must include snapshots & volume clones licenses		

SAN Switch

#	Item	Requirement	Compliance (Yes / No)	Deviations / Remarks
1	Architecture	Switch Should have Completely Non-Blocking Architecture		
2	Fabric Bandwidth	Switch Should have minimum 680 Gb/s Fabric Bandwidth		
3	Port Speed	Ports should be configured with atleast 8 Gb/s FC SFPs and should auto-negotiate to 2/4 Gbps speeds		
4	QoS	Switch Should support Quality of Services		
5	ISL Trunking	Switch Should include ISL Trunking / link aggregation upto minimum 64Gb/s		
6	Power Supply and Fans	Switch Should be Configured with redundant Power Supplies and Fans		
7	Number of Ports	24 ports		

Mailing Solution

#	Requirement Description	Compliance	Deviations / Remarks
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		(Yes / No)	
1	Should be able to support and enable users to connect using the desktop / thick mail clients like MS Outlook, Lotus Notes, Mozilla Thunder Bird, Evolution, Netscape Communicator, Outlook Express etc. using industry standard protocols like POP3/IMAP/HTTP/SMTP		
	System should auto-save mails in draft folders for mails not sent		
	System should include built-in Search, providing users with the ability to find email messages quickly.		
	Shared calendaring - allowing users to track all meetings, view other calendars, and share their calendar with others from within e-mail application.		
	The company directory is populated with contact information and can be accessed by all employees.		
	The contact manager allows users to store address book information for an unlimited number of contacts and groups—all information is accessible from within email application.		
	Task lists will allow users to create multiple task lists, quickly add tasks from anywhere in webmail, and sort tasks by complete or incomplete.		
	The control panel allows email administrators to manage their account settings, create, modify, and delete mailboxes, setup aliases, and much more.		
	Statistics for users like Bandwidth Usage, Space Usage, Mail Sent & Received		
	Set preferences of Individual Mail Users about password change facility		
	Modify Mail Quota and Attachment Size for Individual Mail Users		

	These are standard protocols that allow users to use desktop software like Outlook and Thunderbird and wireless devices such as Blackberry and any other Android device. Email application should support these protocols.		
	Protects users from spam and allows administrators and users to blacklist and safe list senders, and control the filtering sensitivity.		
	Reduce spam more effectively using appropriate spam control mechanism		
	Easy spam administration at the system, domain, or user level		
	Virus protection should incorporate multiple anti-virus (at least 3 Level) scanners for maximum protection from computer viruses and security threats.		
	Folder auto-clean allows easy control over the size of folders		
	Provides SSL encryption for POP/IMAP/SMTP/Webmail in order to encrypt user data so that others cannot view it. This is very important for passwords and confidential emails. Email application could allow for classification of emails by confidentiality		
	User can create as many user groups as needed, each of which can forward to a total of 50 email accounts. Up to four of those recipients can be sent to external email accounts.		
	User can create up to 50 domain aliases. When an email is sent to a domain alias, the email is automatically directed to the corresponding email account in the original domain.		
	BCC archiving allows email administrators to archive all incoming and outgoing emails, storing them in a third party email account.		

	Out-of-office and auto-responder facilities can be configured by users		
	Ability to create user-defined folders		
	User level configuration such as templates, signatures, archival etc.		
	Should explain how messages are stored and advantages of that approach w.r.t single mailbox restore without impacting / downtime for other users in online and offline mode.		
	The messaging store should be database driven.		
	Should support recovery or restoration of single mailbox without impacting / downtime for other users in online and offline mode.		
	Every outgoing mail should be appended with a Disclaimer statement preset by the Administrator at the global level.		
	The system administrator should be able to change the disclaimer.		
	The System should not duplicate the message addressed to multiple recipients in to each mailbox in the system.		
	Should have message journaling, so as to provide the retention of every message sent or received through an organization and within the organization.		
	Should facilitate auto and manual recovery of the corrupt mailboxes to the active messaging system with the need of a recovery server.		

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	Should provide an easy way for recovery of individual or group of mailboxes to the active system.		
	Able to recover the deleted messages at global / user level from the mailboxes and should be configurable to set the retention period.		
	The Directory system should support for making a query on other directory servers over LDAP v3		
	Support for NOS based directory services		
	Single Sign-On into the Messaging System: (Users should not be challenged for another password or even the same password as Network Authentication).		
	The proposed solution should support message archival on the Server(s) to comply with security and auditing requirements		
	The EMS be able to recover the deleted messages at global / user level from the mailboxes and should be configurable to set the retention period.		
	Details of any other feature that is not mentioned or listed in above category may please be provided. These will have added weightage.		

Backup and Archival Solution

#	Item	Requirement Description	Compliance (Yes / No)	Deviations / Remarks
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1	Support of SAN Based Backup	Proposed backup solution should provide Online SAN based backup agent on all database servers with LAN based (open file support) on all app/web servers		
2	Linux / Windows Compatible Software	The proposed Backup Solution Software has inbuilt Java / Web based GUI for centralized management of backup domain and Linux / Windows supported Backup server		
3	Disk Staging Feature	Software must have integrated true Disk Staging feature, wherein the backup continues to take place even when the disk space allocated is full. The backup software must be intelligent enough to flush out the data from the disk and migrate the same to the tape automatically based on the user defined threshold & will not affect the backup operations. Bidder must quote the licenses for disk based backup		
4		The proposed Backup Solution has in-built media management and supports cross platform Device & Media sharing in SAN environment. It provides a centralized scratched pool thus ensuring backups never fail for media		
5	Incremental Backup	The software should support for ever incremental backup & there should not be a need to do a Full back up again		
6	Entire Server Backup	The software should have capability to back up the entire configuration of the server and restore it from scratch the entire system including configuration when in a scenario of hardware failure		
7		Backup Software is able to rebuild the Backup Database/Catalog from tapes in the event of catalog loss/corruption.		

8	Database support	The proposed Backup Solution has certified "Hot-Online" backup solution for different type of Databases such as Oracle, SQL Server, etc		
9		The proposed solution should have Bare Metal Recovery agent on database servers		
10	Individual File Restore	The Proposed backup solution shall provide granularity of single file restore		
11		The Proposed backup solution shall be designed in such a fashion so that every client/server in a SAN can share the robotic		
12		Backup Solution shall be able to copy data across firewall		
13		Backup Solution shall support automatic skipping of backup during holidays		
14		Should support backup Policies to be defined centrally & should be applied to Data, not restricted to tape media's. This is to optimally reuse the tape media.		
15		The software should have capability to retrieve selectively based on search criteria		
16		The Backup Software shall provide restart-able restore in case of any failure during a Restore operation		
17		The Backup software must also be capable of reorganizing the data onto tapes within the library by migrating data from one set of tapes into another, so that the space available is utilized to the maximum. The software must be capable of setting this utilization threshold for tapes.		

18		The backup software should have the capability to reclaim the media back in to the new backup process even if the 50% of the data had expired in the backed up media. The reclamation threshold should be user configurable		
19		The Backup software must have an integrated RDBMS as the catalog and must not use Flat file system to store the backup data.		
20		Should have the ability to retroactively update changes to data management policies that will then be applied to the data that is already being backed up or archived		

Antivirus / Anti-spam Solution

#	Requirement Description	Compliance (Yes/No)	Deviations / Remarks
1	Anti-virus shall have auto update feature, it shall be able to push signature from the centralized server to all the clients.		
	Bidder shall ensure that the scan logs are made available for review.		
	The solution must support mass mailing virus detection.		
	The solution must support mail attachment virus detection.		
	The solution must support Malformed Mail format detection.		

	The solution must have a built in Safe Stamp feature.		
	The solution must have its own Updated Recommended Virus Extensions.		
	The solution must support Heuristics-based mail header detection for Spam.		
	The solution must support Heuristics-based scanning of the mail body for Spam.		
	The solution must support administrator defined Anti-Spam exception list (approved list).		
	The solution must support administrator-defined non-approved list of known spammers.		
	The solution shall be able to detect Spam based on multiple categories (such as general, commercial email, Get rich quick, pornography etc).		
	The solution shall be able to take action based on the category in which Spam is detected.		
	The solution must be able to take different action based on the different sensitivity level of Spam detection.		
	The solution must provide alerts based on action taken on the Spam mail.		
	The solution must support Encrypted Mail Detection.		
	The solution must support Password Protect Zip Detection.		
	The solution must have a Secure SSL Web Management Console.		

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	The solution must be able to prevent System Denial of Service ('DoS') Attack.		
	Bidder shall propose the required hardware for the entire solution		
	Bidder shall provide requisite licenses for all the software required for the Anti-virus and Anti-spam Solution.		

ABBREVIATIONS

AMC	Annual Maintenance Contract
BCP	Business Continuity Plan
BG	Bank Guarantee
CD	Compact Disk
CGO	Central Government Offices
CPU	Computer Processing Unit
DR	Disaster Recovery
DVD	Digital Video Disk
EMD	Earnest Money Deposit
FAQ	Frequently Asked Questions
FC	Fibre Channel
FRT	First Time Resolution
GIS	Geographic Information System
GSI	Geological Survey of India
GUI	Graphical User Interface
GTV	Gross Total Value
HVAC	Heating, Ventilation, and Air Conditioning
ICT	Information and Communication Technology
I/O	Input Output
KPI	Key Performance Index
KVM	Keyboard, Video, Mouse
LAN	Local Area Network
MIS	Management Information System
OCTD	Odisha Commercial Tax Organisation
NDC	Near Data Centre

OEM	Original Equipment Manufacturer
OS	Operating System
PBG	Performance Bank Guarantee
PC	Personal Computer
PDC	Primary Data Centre
QoS	Quality of Service
SAN	Storage Area Network
SLA	Service Level Agreement
TDS	Tax Deducted at Source
UAT	User Acceptance Testing
UPS	Uninterruptible Power Supply