Telephone No: 23019915

FAX No: 23015644

Army Headquarters Computer Centre

Integrated HQ MoD (Army)

`B' Wing Basement, SenaBhawan, DHQ PO, New Delhi - 110011

Tender No: PC-621/AHCC/IDAM/IT Proj 07 Mar 2019

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ESTABLISHMENT OF AUTHENTICATION AND SINGLE SIGN ON (SSO) PLATFORM AT ARMY HEADQUARTERS COMPUTER CENTRE

Sir,

- 1. Army Headquarters Computer Centre (AHCC), Integrated HQ MoD (Army), hereinafter referred to as the 'Buyer', is planning to setup its own dedicated Identity Governance and Access Management Solution for its Central Data Centre at AHCC and six other data centres in a distributed architecture in the name of "Establishment of Authentication and Single Sign On (SSO) Platform at Army Headquarters Computer Centre". Online bids based on a Two-Bid System (i.e. Technical and Commercial Bids), are invited for the delivery of items and services as listed at Part II of this Tender Enquiry (TE). Please refer the above mentioned Title, TE number and tender can be viewed at www.eprocure.gov.in.
- 2. The address and contact numbers for sending documents or seeking clarifications regarding this RFP are given below -
 - (a) <u>Bids/queries to be</u> addressed to:

Commandant

Army Headquarters Computer Centre Integrated HQ MoD (Army)

'B' Wing Basement, SenaBhawan DHQ PO, New Delhi – 110011

(b) **Postal address for sending the Documents:**

Commandant

Army Headquarters Computer Centre Integrated HQ MoD (Army)
'B' Wing Basement, SenaBhawan DHQ PO, New Delhi - 110011

(c) Name/designation of the contact personnel:

Commandant

Army Headquarters Computer Centre

(d) Telephone Numbers of the contact personnel:

Tele:011-23019915 Fax:011-23015644

(e) Email id of contact personnel:

techweb@nic.in

- 3. This RFP is divided into five Parts as follows:
 - (a) Part I Contains general information and instructions for the SIs about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
 - (b) Part II Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), technical specifications, scope of work, delivery period, mode of delivery and consignee details.
 - (c) <u>Part III</u> -Contains standard conditions of RFP, which will form part of the contract with the successful System Integrator (hereinafter referred to as SI).
 - (d) <u>Part IV</u>-Contains special conditions applicable to this RFP and which will also form part of the contract with the successful SI.
 - (e) Part V Contains evaluation criteria and format for price bids.
- 4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
- 5. All parameters which are mentioned in this RFP are purely non-proprietary, and if a proprietary standard is mentioned anywhere, it is to indicate merely the functionalities required, and SI can use equipment/system from any standard OEM, which provides the same functionalities.
- 6. **Placement of Purchase Order** The Purchase Order will be placed on successful conclusion of negotiations with the L1 Firm.
- 7. Please ensure that this is your best and final offer

Yours faithfully, Colonel Commandant Army Headquarters Computer Centre

Ink Signed Copy to:-

- 1. PCDA, 'G' Block, New Delhi 110 011.
- 2. Army HQ CRC, c/o HQ Tech Group EME, Delhi Cantonment 110 010.
- 3. IFA (Army/M), Kashmir House, New Delhi 110 011.
- 4. DG Audit (Def Services), Room No 21, L-II Block, New Delhi 110 001.
- 5 Project file.

Copy to:-

- 6. DDG IT (Budget Section), Army HQ, West Block III, RK Puram, New Delhi-110 066.
- 7. DDG IT (Project Section), Army HQ, West Block III, RK Puram, New Delhi-110066.
- 8. Controller Auditor General (CAG), 10, Bahadur Shah ZafarMarg, ITO, New Delhi.
- 9. Commissioner of Sales Tax, Sales Tax Office, Bikri Kar Bhawan, IP Estate, ITO, New Delhi.

PART I - GENERAL INFORMATION

1. <u>Critical Dates</u>. The critical dates with respect to the Tender ref PC-621/AHCC/IAM are as follows:-

	CRITICAL DATE SHEET						
Ser No	ltem	Date	Actual Date	Time			
(a)	Publication Date	'P' Day	07 Mar 19	1500 hrs			
(b)	Bid Document Download	'P' Day + 1 Day	08 Mar 19	0900 hrs			
(c)	Earliest Date of Bid Submission	'P' Day + 1 Day	09 Mar 19	0900 hrs			
(d)	Last Date of Bid Submission	'P' + 21 Day	28 Mar 19	1600 hrs			
(e)	Bid Opening Date	'P' + 22 Day	29 Mar 19	1500 hrs			
	Note: 'P' is the date of publication of the tender						

- 2. Manner of Depositing the Bids. The bids will be submitted in the following manner:-
 - (a) The following documents **in original** shall be submitted physically, by post or by hand, at the address given in Para 2 (a) of the covering letter prior to the last date of submission of bids. The non-receipt of physical document shall render non-acceptance of the technical bids.
 - (i) EMD instruments as per Para 14 of Part I of RFP.
 - (ii) Tender Conditions Acceptance Certificate on firm letterhead. (Format is attached at **Appendix A** to this RFP)
 - (b) <u>Cover I</u>. The following documents shall be submitted online. Cover-I will contain the Technical Bids consisting of following documents will be considered for eligibility criteria of firm:-
 - (i) Proof of valid company/ firm registration/ renewal of registration certificate.
 - (ii) Copy of PAN card No of firm is mandatory. In case of proprietorship firm have a single owner, PAN of the individual owner may be submitted alongwith documentary proof of proprietorship firm owner by shri
 - (iii) Proof of GST/ TIN Regd No.

- (iv) Bank solvency certificate of credit worthiness.
- (v) Scanned copy of EMD or the exemption certificate.
- (vi) **Tender Conditions Acceptance Certificate**. The bidder shall certify for acceptance of all the tender conditions of the online RFP and furnish a certificate as per **Appendix A**. The certificate duly signed shall be scanned and uploaded. If the certificate is signed by legally authorised signatory, a copy of the authorization letter be enclosed/uploaded.
- (vii) Tender documents duly attested by the bidder with signature and stamp, failing which the tender **will be rejected**.
- (viii) The tech bids must not be modified by the bidder, else the bid submitted is **liable to be rejected**.
- (ix) Clause by clause compliance of specifications bringing out clearly the deviations from specification (if any) mentioned in Para2, Part-II of the RFP.
- (x) The bidder must specify the eqpt make/ model and word compiled or not compiled shall be written against every para/ sub para of Para 2, Part-II of RFP.
- (xi) Technical data sheet of equipment.
- (xii) OEM authorization and ISO certificate of equipment.
- (xiii) GST clearance certificate indicating the amount if GST paid in current fin year.
- (xiv) NEFT/ ECS form.
- (xv) Nondisclosure agreement/ Confidentiality Certificate.
- (xvi) Any other details as consider necessary.
- (c) <u>Cover II</u>. Commercial bid packet will be submitted online as Cover-II and will consist of Commercial bid in the form of "**BOQ**" (Bill of Quantities).

3. Time and date for opening of Bids:

(a) Date: **29/03/2019** (DD/ MM /YYYY).

(b) Time: **1500** Hours.

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.

4. <u>Place of Opening of the Bids</u>. The bids would be opened by a Board of Officers constituted for the purpose at Army Headquarters Computer Centre. The SIs may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Sis will be read out in the presence of the representatives of all the SIs. This event will not be postponed due to non-presence of your representative.

5. Two-Bid System (Technical and Commercial).

- (a) The Technical Bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of technical Bid will be carried out off-line and the results of the evaluation will be uploaded on the Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app).
- (b) The Commercial Bids of only those Bidders whose Technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders through Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app).
- (c) The offers (Technical and Commercial) will be opened by separate committees and if firm desires, may depute their representatives, duly authorized in writing, to be present at the time of opening of tenders. Further negotiations will be made only with the lowest bidder (L1) as determined by the Tender Purchase Committee.

6. **Forwarding of Bids.**

- (a) The documents specified in para 2(a) of Part-I will be delivered physically, by post or by hand. The physical receipt of these documents is mandatory. The technical bids shall not be accepted if these documents are not received prior to bid opening.
- (b) The **TECHNICAL** and **COMMERCIAL** bid will be submitted "**Online**".
- (c) The **TECHNICAL BID** and the **COMMERCIAL BID** should be submitted by the bidder duly digitally signed by the legal owner of the firm or the person auth by him to do so. Instructions for Online Bid Submission Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-procurement https://eprocure.gov.in/eprocure/app are attached at **Appendix B**.
- 7. Modification and Withdrawal of Bids. A SI may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by assigned confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid maybe withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in SI's forfeiture of Earnest Money Deposit (EMD).

- 8. Rejection of Bids. Canvassing by the SI in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Any conditions / terms given in the Technical or Commercial bids by SIs will not be binding on Army Headquarters Computer Centre. All the terms and conditions for the supply, delivery, testing and acceptance, payment, warranty, uptime, penalty will be as given in the RFP and no change in any term or condition by the SIs will be acceptable. Conditional tenders will be rejected. Alteration, if any, in the tender document should be attested properly by the SI with signature and stamp, failing which the tender will be rejected.
- 9. <u>Unwillingness to Quote</u>. SIs unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting SI may be delisted from the list of SIs empanelled with the Deputy Directorate General of Information Technology for the given range of items and services as mentioned in this RFP.
- 10. <u>Validity of Bids</u>. The Bids will remain valid till 270 days i.e <u>23/12/2019</u> (DD/MM/YYYY) from the last date of submission of the Bids.
- 11. <u>Earnest Money Deposit</u>. SIs are required to submit Earnest Money Deposit (EMD) for amount of Rs 20,00,000/-(Rupees Twenty Lacs only)along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful SIs will be returned to them at the earliest after expiry of the final bid validity or after the 30th day of award of the contract, whichever is earlier. The Bid Security of the successful SI would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those SIs who are registered for the same item/range of products/goods or services with the Central Purchase Organization/ National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited, if the SI withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

PART II - ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

- 1. **Schedule of Requirements**. List of items/ services required are as per Appendices C and D below.
- 2. Technical Details:-
 - (a) Appendix C Scope of Work for the Project.
 - (b) Appendix D Technical Qualitative Requirement.
 - (c) Appendix E -SI Selection Criteria.
 - (d) Appendix F Procedures and Guidelines for Acceptance Testing Procedure.
 - (e) Appendix G -Confidentiality Certificate.
 - (f) <u>Technical Details with Technical Parameters</u>. List of items/ services required are as per Appendix D. "Wherever possible, open and interoperable industry standards such as ISO, RFCs, TPC, SpecWeb, X.509 Certification, IETF and ITU Specifications, etc will be adhered to and clearly stated in the response".
 - (g) <u>Evaluation of Technical Parameters</u>. All SIs may be required to show a demonstration of its capabilities and of the product in a test environment at a location mutually agreed with the Buyer for approval of the Technical Evaluation Committee (TEC) convened by the consignee at date, time and place intimated by the Technical Evaluation Committee in case desired by the Technical Evaluation Committee (TEC) at no cost no commitment basis. In the event, the SI is unable to demonstrate the same within the stipulated period, or if the solutions / equipment's does not conform to the laid down specification and/or performance parameters, than the Technical Evaluation Committee (TEC) reserves the right to disqualify/reject the bid.
 - (h) <u>Requirement of Installation/ Commissioning</u>. Refer Annexure II of **Appendix C**.
 - (j) <u>Acceptance</u>. Delivery of all software and hardware will be at site i.e. Army Headquarters Computer Centre, Sena Bhawan, New Delhi. The system will be subjected to an acceptance testing procedure by the Project Implementation Core Group (PICG. The SI and the user, before the finalization of the contract, will work out the specific details of the procedure jointly. The broad outline of the acceptance testing procedure of the complete solution is given at **Appendix 'F'**. The specifications of the equipment should be in conformity with the details provided by the SI and as per the given specifications. The user would issue acceptance certificate on successful completion of acceptance testing. The date of issuing final acceptance certificate would be deemed to be the date on which the warranty will commence for the hardware and the software. The user will order a board of officers to carry out the ATP. Test data would be collected by the SI and would be required to submit ATP document jointly signed by user and the SI's authorized representative.

- (k) <u>Requirement of Technical Documentation</u>. Manuals and such document deemed necessary along with the soft copy for installation, configuration, management, administration, troubleshooting and maintenance guides will be supplied after the completion of project. Documentation will be done for each of the following:
 - (i) Architecture Identity Management using PKI, Identity and Role Based Access to applications and services, Integration of different applications on the solution platform.
 - (ii) Installation and Configuration Manuals, Administrator and Operator Manuals.
 - (iii) Troubleshooting and Maintenance Guides for administrators and solution managers.
 - (iv) Training Documents: Please refer to Para 2 (I) (iv) of Part II of RFP.
- (I) Requirement of Training. Four training capsules by OEM instructor/ OEM certified training engineer (two training capsules on solution administration and two Advanced Training Capsules for trouble shooting of implemented solution) of minimum 2 weeks duration to a total of 10 individuals per capsule in managing the solution spread over two (02) years will be catered for by the SI at the user / OEM/ SI premises. The choice of the training premises shall remain with the Buyer. The training shall be on the following aspects: -
 - (i) Basic/Advanced System Administrator training on each of the software/solution provided. It shall also cover system software, operating system, hardware configuration.
 - (ii) A detailed syllabus for Basic and Advanced Administrator training on each of the supplied software/solution shall be submitted as part of the technical bid. However, buyer shall reserve the right to make modifications to the syllabus, if required at the time of implementation of the project.
 - (iii) The training shall cover not only installation, configuration, management but also troubleshooting of the solution implemented at AHCC.
 - (iv) Training documents specific identity, access management, directory services implemented at the Buyer location shall be prepared during the implementation phase and shall form part of deliverables at the time of Acceptance Testing.
- (m) <u>Inspection</u>. The stores will be subject to inspection by a Board of Officers detailed by the purchaser to ascertain that they conform to the specifications as laid down in the supply order. In case the stores ordered on receipt are not found to be conforming to the laid down specifications, the defective stores will be removed and replaced by the stores of the correct specifications by the supplier at his own expense within a period of 15 days of inspection. In case of any dispute, decision of the purchaser will be final and binding. The item should conform to latest manufacturing technology and should also conform to the current production standard of having 100% defined life at the time of delivery.

- (n) <u>Software Updates/ Upgrades</u>. SI will guarantee provision and implementation of all software updates/ upgrades, patches at no additional charge during warranty period. However after warranty, software updates/ upgrades, patches, will be passed on to the user free of cost by the SI during the AMC period, if entered into by the buyer. Any update/ upgrade released on chargeable basis by the OEM and deemed necessary for proper functioning of the system, after warranty period, will be provided by the SI, at the discretion of the buyer and on mutual negotiation for the cost of the same.
- 3. Any item of work/ equipment/ software not specifically mentioned, but considered essential for completion of the work in all respects shall be deemed to be included in the scope of work of the successful SI.
- 4. <u>Two-bid System</u>. As Two-bid system is being followed, SIs are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The SIs are advised to submit the compliance statement in the format given in **Appendix 'D'** with the Technical Bid.
- 5. <u>Delivery Period.</u> Delivery period for supply of items would be as given below from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
 - (a) **Delivery of hardware and software** for acceptance within **12 weeks** of placement of Supply Order at AHCC, New Delhi.
 - (b) **Installation and integration** with existing infrastructure of Data Centre at AHCC and six other locations with necessary documentation within **38 weeks** of placement of Supply Order at AHCC, New Delhi.
- 6. **Service Level Agreement**. Service Level Agreement will be as laid down in the warranty and maintenance clause at Part IV of the RFP which bidder will have to comply.
- 7. <u>Information Security Requirements</u>. Adherence to the following mandatory Information Security Requirements is binding on all SIs:
 - (a) The SI is obligated to adhere to the rules and obligations specified in this RFP.
 - (b) Software that, intentionally or otherwise, attempts to breach the security of AHCC's systems shall not be installed.
 - (c) Restrictions on copying and disclosing information.
 - (d) Non-disclosure of information including but not limited to the following:
 - (i) Discovery of any security weakness shall not be disclosed to third parties, and shall be reported to AHCC immediately. Third Party does not include persons required to resolve issues, such as OEM personnel, external experts etc.
 - (ii) The SI shall not disclose to third parties, whether directly or indirectly, information regarding AHCC's network, details of the applications or other information that they may have access to during the course of contract with AHCC. Third Party does not include persons required to resolve issues, such as OEM personnel, external experts etc.

- (e) AHCC reserves the right to:
 - (i) Audit contractual responsibilities or to have the audits carried out by a third party without any notice.
 - (ii) Monitor, and revoke, user activity.
 - (iii) Terminate the contract immediately for gross security violation by the SI's personnel/ subcontractors/agents.
 - (iv) Subject the SI's personnel/ subcontractors/ agents to AHCC's personnel security review process.
- 8. <u>Confidentiality of the Project</u>. SI shall ensure confidentially of the project and shall not disclose any information gained by SI or his representatives/agents, while interacting with the persons of Army Headquarters Computer Centre or any documents prepared in connection with the project or any documents received by SI or any study carried out by SI directly or indirectly, to any person or company or institution or press. All persons who are associated with this project, shall sign a Confidentiality Certificate with the Company seal duly affixed as per **Appendix 'G'**. This shall be handed over to Army Headquarters Computer Centre prior to commencement of the project.

9. Consignee Details:

Commandant, Army Headquarters Computer Centre, Integrated HQ MoD (Army) `B' Wing Basement, Sena Bhawan DHQ PO, New Delhi - 110011

Tele: 011-23019915, Fax: 011-23015644

Appendix 'A'

(Refer to Para 2 (a) (ii) of Part I to Tender No.PC-621/AHCC/IDAM/IT Proj dt 07 Mar 2019)

TENDER CONDITIONS ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:
Го,
SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.
Tender Reference No:
Name of Tender/Work:
Dear Sir,
I. I/We have downloaded/ obtained the tender document(s) for the above mentioned "Tender/Work_ from the web site(s) namely:as per vour advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I / we have read entire terms and conditions of the tended documents from Page No to(including all documents like annexure(s) schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby the terms /conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation oo have also been taken into consideration, while submitting this acceptance letter.
I / We hereby unconditionally accept the tender conditions of above mentioned ender document(s) / corrigendum(s) in its totality / entirety.
The Tech Bid and its enclosures as submitted in physical form as mentioned in para 2 of part I of TE is the true copy of the documents uploaded on the Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app).
6. In case any provisions of this tender are found violated ,your department organisation shall be at liberty to reject this tender/bid including the forfeiture of the fusaid Earnest Money Deposit absolutely and we shall not have any claim/right against depensatisfaction of this condition.
7. The Technical and Commercial Bids are valid upto
(Fill date a minimum of 270 days from the closing of the tender)
Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Appendix 'B'

(Refer to Para 6 (c) of Part I to Tender No PC-621/AHCC/IDAM/IT Proj dt 07 Mar 2019)

INSTRUCTIONS TO THE BIDDERS

Instructions for Online Bid Submission Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e - Procurement at https://eprocure.gov.in/eprocure/app are as follows:-

- 1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2. Bidder should do the enrolment in the e-procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3. Bidder need to login to the site through their user ID/ password chosen during enrolment /registration.
- 4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-token/Smart Card, should be registered.
- 5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6. Bidder logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-token/Smartcard to access DSC.
- 7. In case of limited tender the regd dealers/ the bidders invited to participate in the tender will receive a notification through e-mail wrt to tender and after log in the bidder selects the tender and moves it to "my tenders". In case of open tenders the bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.
- 8. From my tender folder, the bidder selects the tender to view all the details indicated.
- 9. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 10. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre -bid meeting if any or during the pre -bid meeting if any.
- 11. Bidder should take into account the corrigendum published before submitting the bids online.

- 12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 14. Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 15. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 16. While submitting the bids online, the bidder must read the terms & conditions and accept the same to proceed further to submit the bid packets.
- 17. The bidder has to select the payment option as **offline** to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 18. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. The submitted bid will not be acceptable if otherwise.
- 19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders must note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. The tech bid acceptance will be subject to physical receipt of specified document at the time of tech bid opening. Further, the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids physically by the bidders under any circumstances whatsoever.
- 21. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

- 22. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 23. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers or the procurement officer opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 27. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 29. For any queries regarding e-tendering process, the bidders are requested to contact TIA as provided in the tender document. The bidders for any further queries can also to contact over phone: 1800-233-7315 or send a mail over to cppp-nic@nic.in.
- 30. The undertaking to the effect that the terms and conditions stipulated in the tender document are acceptable by the auth signatory of the bidders Regd firm will have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on CPP portal during bidding by the bidders.

Note :- (Rate to be quoted online by bidder in BOQ Excel Sheet only).

Appendix 'C'

(Refer to Para 2(a) of Part II to Tender No. PC-621/AHCC/IDAM/ IT Proj dt 07 Mar 2019)

SCOPE OF WORK: ESTABLISHMENT OF AUTHENTICATION AND SINGLE SIGN ON (SSO) PLATFORM AT ARMY HEADQUARTERS COMPUTER CENTRE

Introduction

- 1. There is a need to establish a unique Authentication and Data Protection Solution for Central Data Centre of Indian Army. It would comprise of two components, first is an identity governance and role based access control solution and second is a PKI based Certification Authority (CA) framework. The PKI based Certification Authority framework already exists at AHCC. Implementation of an identity governance and role based access control solution and its integration with existing PKI based Certification Authority framework is included in the ibid project. It is envisaged to establish a distributed authentication mechanism for Central Data Centre and six other locs. The CA will be the issuing authority of the digital certificates for individuals (Army Personnel) and digital certificates for applications being hosted on Army Intranet. Each user will be provided with a hardened USB token for his/ her digital certificate. Complete implementation of Identity and Access Management Solution for the automated user lifecycle management and enabling Single Sign On (SSO) across the applications deployed at the Data Centres shall be the responsibility of SI. The SI will integrate the existing PKI solution with the proposed Identity and Access management solution for second factor authentication. The solution will provide standards based data and session encryption for data protection.
- 2. The solution shall integrate all the websites/ applications deployed over Army Data Network. These include static/ dynamic websites and applications (predominantly web based). The bidder shall be responsible for providing Single Sign-On solution for all the existing websites/ applications. In addition the solution should also support Single Sign-On for applications developed on ERP, JAVA, DotNet, PHP platform and HTML5/JS. The solution offered should not be restricted to above mentioned technologies. It should be possible to integrate the solution with the developments in other technologies.

Objectives

- 3. AHCC has undertaken a comprehensive enterprise authentication and data protection initiative to implement IAM solution, integrate the same with existing PKI based CA Infrastructure for second factor authentication of users of a wide spectrum of applications and platforms used throughout the organization. As part of this initiative, AHCC has formally gathered the needs and requirements for an enhanced solution for authentication and data protection implementation.
- 4. The planned solution should help achieve the following goals and objectives of AHCC:-
 - (a) Establish a single window identity platform duly integrated with existing PKI solution est for all users of Army Data Network (ADN).
 - (b) Ensure unique identity for each user is created on identity platform.
 - (c) Provide distributed authentication mechanism for applications/ services hosted on ADN.
 - (d) Enable Single Sign On for all applications hosted on ADN.

- (e) Reduce identity administration overheads and costs by building efficient processes.
- (f) Allow Provisioning/ De-provisioning of services in a timely manner.
- (g) Allow temporary and permanent delegation of roles for accessing services and applications by building automated and efficient processes.
- (h) Enhance security & control by managing access and data security to the organizational applications and services.
- (i) Enforce organisational and security policies.
- (j) Achieve compliance with internal policies and industry best practices.
- (k) Leverage technology to drive organisational process improvements.
- (I) Ensure availability and implement multi-factor authentication.

Scope of Work

- 5. The scope of work by the SI shall cover production/ procurement of equipment, factory/ in-house testing, packing, transportation and delivery at AHCC, installation of all hardware, porting of software and configuration of software, integration of existing applications and providing support for integration of applications launched during the period of warranty of the project and commissioning of the solution on a **turnkey basis**. The operation of the solution will be done by the buyer himself after the completion of acceptance and testing procedures. The delivery of stores will be at AHCC, however, integration and commissioning of the solution at all locations (07 locations including AHCC) shall be the responsibility of the bidder.
- 6. This Project will implement an IDAM solution integrated with the existing PKI setup over entire ADN. After the identification of the software/process/ solution, best practice testing and implementation activities will occur. The scope of this Project is to identify, design and implement an integrated Authentication and Data protection solution that will provide a robust solution to achieve following:-

Identity Management Solution

- (a) Establish an Identity Governance & Management Solution for creating unique identity for specified number user on ADN. The existing PKI solution will be integrated with this solution to implement automated user creation/ registration process. This will be made available for achieving multi factor authentication for applications hosted on ADN.
- (b) Provide automated and efficient **Identity Life Cycle Management** at AHCC:
 - (i) Easy to use web based tools to manage identities from creation to termination.
 - (ii) Centralized management of identity profiles.
 - (iii) Repository for identity data, audit and security logs.
 - (iv) Automated propagation of identity attribute changes to all the target systems (Applications). Services will include email, portal server, web applications, client based applications and network access control (NAC) devices.
 - (v) Flexibility of certain application requiring only single factor authentication and critical applications requiring two factor authentication. Similarly the identity

manager should also have the flexibility of creating few identities with only single factor authentication as well few identities with two factor authentication.

- (c) Provide automated workflow solution for Identity Management Processes:-
 - (i) Elimination of manual processes.
 - (ii) Creation and Modification of User data manually or automatically based on event and/or workflow or script.
 - (iii) Automated requisition for PKI token personalization for user being created. User registration process for those users requiring two factor authentication shall be complete only when Digital Certificate of user is added in LDAP at relevant field.
 - (iv) Self-service password management and central multi-system administration.
 - (v) Automated user provisioning and de-provisioning.
 - (vi) Automatic synchronisation of identity information in various repositories/directories. Synchronisation of IDs and passwords across platforms and applications
 - (vii) Automated and approval based provisioning and access request workflow.
 - (viii) Automated personal and role based access provisioning workflow for each application.
 - (ix) Multiple workflows for multi role provisioning for each user.
 - (x) Automated temporary and permanent delegation of roles mapped to various role based applications.
 - (xi) Locking and Unlocking of Users manually or automatically based on event or workflow
 - (xii) Duplicate user-ids should not be allowed.
 - (xiii) Allows user management to be distributed to users other than administrators, including providing multiple granular levels of identity administration permissions.
 - (xiv) Synchronizes User Ids from IAM system to and from other User ID stores.
 - (xv) The solution should facilitate administrator to configure real time alerts for events like configuration modification, intruder attack, fatal events etc.
 - (xvi) Allows creation/deletion of groups and addition/deletion of group members.
 - (xvii) Allows groups to be members of groups.
 - (xviii) Supports addition/deletion of users to group dynamically based on rules or set of rules.
 - (xix) Solution should map personal ID to multiple roles/ designations. It should include provisioning/ de-provisioning on joining/ movement of personnel on transfers and temporary assignment of roles.

(d) Should have capability to integrate with leading SIEM solutions.

Access Management Solution

- (e) Establish a comprehensive access management solution tightly integrated with the identity management solution.
- (f) De centralised/ distributed access management from AHCC and six other locs.
- (g) Provide Single Sign On across all applications on ADN.
- (h) Provide multi-factor authentication for select application access with username/ password as primary and Token based authentication as the secondary mode of authentication.
- (j) Provide Role based access control to applications.
- (k) The Solution should support global idle session timeout, session timeout for idle sessions and single log-out.
- (I) Support for SSO to legacy applications.

Common Directory/ LDAP Services

- (m) Implement a solution that will maintain the identity of user accounts created by identity management platform, the digital certificate of each user and the access roles of various applications to a **common repository**.
- (n) This repository should provide the framework on which a Single ID/Single-Sign-On/Global Logout solution for all systems could be built.
- (o) Store the digital certificates generated against each user.
- (p) Replication across Multiple Nodes.
- (q) Schema management: Support creation of custom object classes and attributes to define entries specific to user needs.
- (r) Backup and restore: Support for online backup and restore.
- (s) Synchronization: Supports Synchronization of user data with other directory servers e.g. Microsoft AD
- (t) Directory services should allow to create user manually as well as automated manner. It should facilitate duplicate verification management.

Policy and Security Compliance

- (u) As a policy **primary authentication will be username/ password** and second factor will be PKI Token based, however there should be capability to have other authentication mechanisms like one time password on mail account, biometric etc.
- (v) Password Policies: uses policies to enforce rules related to password complexity, expiry, length, password aging, password composition, password history enforcement etc.
- (w) Self-service password resets: allows users to manage their passwords and to reset a forgotten password without the help of an administrator

- (x) Administrative password resets: allows a delegated administrator or helpdesk staff member to reset a password for an end-user
- (y) The session between client machines and Access Manager would be encrypted. Data encryption in a session will be of minimum 256 bit keys.
- (z) Logging and reporting of user access to critical information and assets for a duration of min 180 days.
- (aa) Solution should have activity trail of the following:-
 - (i) Sign-on, Sign-off
 - (ii) User: create, update, delete or disable accounts
 - (iii) Role: create, update, delete or disable roles
 - (iv) Password changes, resets, challenge response questions changes
 - (v) Synchronization events
- (ab) Landing Page Features
 - (i) The solution implemented should offer customizable landing page which can be accessible over Army Data Network. User once authenticated, the landing page should display the list of all applications authorized to him. On choosing any application, the user should be directed to that application with the correct credentials without having to separately login/ sign in. The page should also allow users to manage own attributes e.g. change password, contact details etc.
 - (ii) The solution should provide easy customization of UI to end user

Additional Objectives

- (ac) Reduced complexity by:
 - (i) Improve information quality through automatic synchronization of identity information in various repositories/directories. Synchronization of IDs and passwords across platforms and applications. Simplify the user provisioning and setup for user ids for various internal applications.
 - (ii) Provide simple and non-technical means for managing user request options.
 - (iii) Reduce the number of log-on credentials.
- (ad) Reduce Administrative and Help desk costs:
 - (i) By providing central and delegated administration of Identities.
 - (ii) By providing tools to manage entitlements.
 - (iii) Faster on-boarding of users and application owners.
 - (iv) Faster Processing of Requests.
 - (v) Lower help desk call volumes.

- (vi) The solution should improve organizational efficiencies by:
 - (aaa) Automation of repetitive administrative and help desk tasks.
 - (aab) Automatic provisioning for approved requests.
- (vii) Provide a maintainable and scalable solution that could be extended to support future needs of AHCC as they are discovered.
- 7. Some additional technical requirements are :-
 - (a) System software should be platform independent.
 - (b) The system software should be completely scalable both horizontally and vertically to accommodate the changing numbers of users and applications.
 - (c) Should be on web based multi-tiered architecture and work with all common web browsers like Microsoft Edge, Internet Explorer, Google Chrome, Mozilla Firefox etc.
 - (d) Support for interoperability with cross platforms specifically Windows and Linux.
 - (e) Support SSL/ TLS of latest version.
 - (f) System shall have complete web based administration module.
 - (g) The solution should be able to generate reports and returns for audit purposes.
- 8. <u>Performance</u>. Performance is a prime requirement of the proposed solution. There are many factors that may affect the performance. The offered solution should have the capability to handle atleast **2,000 concurrent authentication requests**. The solution should also support atleast **30,000 concurrent user sessions at all times**.
- 9. **Availability**. All the components of the application must be available with 99% uptime.
- 10. **Scalability**. The architecture should be proven to be highly scalable and capable of delivering high-performance as and when the data volumes increase. It is required that the hardware, software application and deployment architecture should cater for scalability of Web Servers, Database Servers, Applications Server, and all other solution components.
- 11. <u>Distributed Architecture</u>. The solution should be deployed in a distributed architecture with a central Identity Manager and seven distributed Access Managers (one at AHCC and six at different Command HQ locs). The desired solution architecture is att as **Annexure I**.
- 12. <u>Backup and Recovery</u>. It is required to implement necessary mechanism in the solution to address the Data backup/ storage and retrieval at AHCC.
- 13. **Extension/Flexibility**. Extensibility/ Flexibility encompasses the ease of extending the architecture to include new functions and technologies in the future.
- 14. **<u>Usability</u>**. The application should be easy to use with minimum data entry by the end users.

15. <u>Interoperability</u>. System should support the application/data/information level integration with web and enterprise applications of other Army Directorates based on business requirements. Integration platform should support heterogeneous environments/platforms being used in other directorates. It should enable seamless integration with other enterprise applications.

Proposed Solution Framework

- 16. The detailed item/service-wise requirement of the proposed solution is as follows:
 - Hardware Requirements. SI will clearly specify the exact details and cater for all (a) hardware required in the proposed solution offered by him to work. The SI will propose and cater for optimum server configuration keeping in view the size of data, workflow and scalable number of users for database, application software of identity management, access management, LDAP, storage and backup. The hardware provided should be capable of supporting upto 1,00,000 users ab-initio and should be able to handle atleast 2,000 concurrent authentication requests. The solution should also support atleast 30,000 concurrent user sessions at all times. In future, any increase in the number of users by the buyer should only entail procurement of additional licenses without any increase/ modification to the hardware. If any SI desires to use virtualization, requisite licenses should be catered for in the bid /offer. In case of use of virtualisation AHCC shall not provide SAN storage and same (storage/ licenses for virtual storage) has to be catered for by bidder. The make and model of all the components (Hardware and Software) being offered as part of the solution shall be specified in the technical bid being submitted.
 - (b) <u>Software Requirements</u>. The solution framework should have a distributed architecture. Any underlying software required for the solution such has Operating System, database etc has to be catered for in bid/offer. The software requirement should meet the scope of work defined in paras 5 to 11 above. The software should cater for licenses to support 30,000 users. The licensing can be either user based or core based. The software solution should meet the requirements as brought out above in this Appendix. The SI will provide warranty support for three years from the date of acceptance. In addition to this, SI will guarantee complete support in all aspects to include installation, customization, configuration, maintenance, patch updates, upgrades, bug fixing and troubleshooting during the said period for any software components proposed / being provided in the solution. The IPR of the development / customization of software will be handed over to the Buyer by SI before ATP.

Installation/Integration and Commissioning

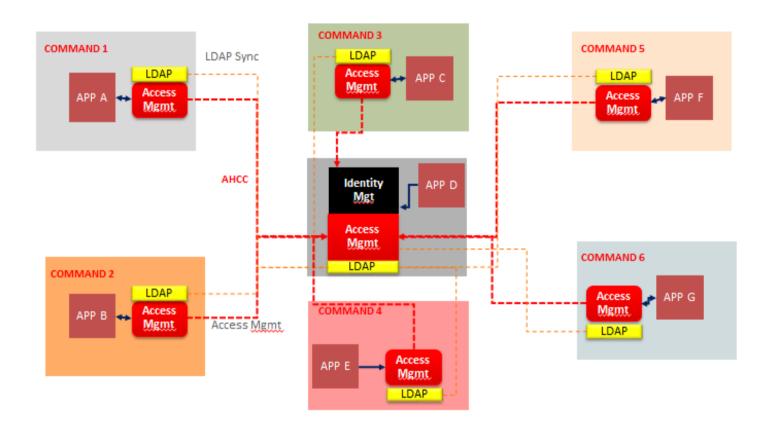
- 17. The Identity and Access management solution shall be installed and integrated with the existing PKI framework at AHCC. All existing applications and websites shall be integrated with the solution. The configurations based on requirements provided in the RFP will be finalised by AHCC, all changes including changes in the report formats or new reports in the package would be carried out free of cost during entire life cycle of the project including the warranty period. The phase wise implementation schedule is given at **Annexure II of Appendix C.**
- 18. Implementation/ commissioning of the project shall be carried out by the implementation team of SI having atleast one OEM/ OEM certified engineer of the SI, the SI being overall responsible to get the same done. An OEM representative will be part of the implementation team of the SI.
- 19. <u>Patches and Updates</u>. Solution will require constant flow of patches and updates from various sources external to the air-gapped network on which it is going to be deployed. The SI will be responsible for providing and setting up a mechanism (including a standalone

workstation) for downloading the patches from internet connection (provided by the buyer), sanitizing the same to remove any embedded malware threat and providing these patches/updates in an offline mode (on an optical media).

Annexure I of Appendix 'C'

(Refer to Para 11 of Appendix C of Part II to Tender No. PC-621/AHCC/IDAM/IT Proj dt 07 Mar 2019)

SOLUTION ARCHITECTURE



Annexure II of Appendix 'C'

(Refer to Para 17 of Appendix C of Part II to Tender No. PC-621/AHCC/IDAM/IT Proj dt 07 Mar 2019)

IMPLEMENTATION SCHEDULE

- 1. SI will be given **38 weeks** from the date of placement of Supply Order to carry out implementation of the project at CDC, AHCC.
- 2. Implementation will be done in phases as enumerated in succeeding paragraphs. An additional phase of Post Release Support is also included for this project. The solution shall be first tested and implemented on test environment at AHCC and then integrated with existing applications and services at CDC, AHCC. All testing will be done using hardware procured by SI for the proj, to test the software prior to making it live on the Army Data Network.
- 3. **Requirements Gathering Phase**. This phase is spread over **06 weeks**. D-day is the date of issue of supply order.

Activity	Time Required (Weeks)	Total Time (Weeks)
Study of requirements, workflows and various functionalities of various components at CDC, AHCC. Analysis of existing procedures and identify and suggest business process re-engineering for better functioning.	Three weeks	D plus 3
Presentation of plans by Project Manager (SI)	One week	D plus 4
Review and acceptance of deliverables of Inception Phase by AHCC	Two weeks	D plus 6

- 4. During requirements gathering phase, SI will designate a project manager to serve as the principal point-of-contact for the Project. The project manager will:
 - (a) Develop a Project Schedule.
 - (b) Conduct a Project Inception meeting to introduce all stakeholders.
 - (c) Study and Analysis.
 - (d) Gap Analysis.
 - (e) Validate Pre-requisites.
 - (f) Conduct risk assessment.
 - (g) Formulate Detailed Scope.
 - (h) Propose a Project Plan
 - (j) Obtain Approval on Project Plan

- 5. The deliverables for requirements gathering phase is as under:-
 - (a) Project Management Schedule
 - (b) Risk and Issues Register
 - (c) Pre-requisite check list
 - (d) Project Plan Presentation
- 6. <u>Design Phase</u>. This phase is spread over **06 weeks**. K Day is the date of acceptance of requirements gathering phase deliverables or D plus 12 weeks, whichever is earlier. **50% of the total project cost** excluding the cost of training and AMC charges will be paid on completion of deliverables in **Design Phase**.

Activity	Time Required (Weeks)	Total Time (Weeks)
Definition, validation and base lining of solution architecture	Two weeks	K plus 2
Prototype of functional and users' interface, Workflows, Testing plan, Solution development plan	Two Weeks	K plus 4
Review and acceptance of deliverables of Elaboration Stage.	Two week	K plus 6

- 7. During this stage, SI will design the architecture of the system. SI will finalise the software requirements and specifications and arrive at a technical solution to provide a Technical Design for implementation. Following deliverables will form part of this stage:-
 - (a) SI will conduct various interactions with AHCC stakeholders to gather the requirements and define the same.
 - (b) Identify and define key business drivers.
 - (c) Identify and define key use cases.
 - (d) Identify and define solution scope and solution metrics.
 - (e) Identify, based on inputs from users, which user has what access to all the associated systems.
 - (f) Identify the important quality attributes for reliability, availability, serviceability, and security.
 - (g) Identify integration point for placing two factor authentication solution.
 - (h) Identify any constraints that AHCC may place on the solution design.
 - (j) Document the solution requirements in the Solution Requirements Document.
 - (k) Conduct executive workshop and present the high level requirement.
 - (I) Obtain sign-off on Solution Requirements Specification.
 - (m) Create Solution Design Document.
 - (n) Begin documentation of the Solution Integration Document.

- (o) Finalize the architecture for the proposed solution.
- (p) Deliver entire hardware and software required for implementation phase.
- (q) Obtain sign-off on Solution Design Document
- 8. <u>Implementation Phase</u>. This phase is spread over **16 weeks** and will be used by the SI to implement the solution as per the approved design. In this phase, SI will carry out the complete development of the system based upon the base-lined architecture. SI will lay emphasis on optimising the resources, schedules and quality. During this phase the solution will be installed and configured into the initial Development/ Build/ System Testing environment that will be est by the SI. Individual components are deployed to the appropriate environment and then integrated to form a complete solution. The activities planned in this phase are:-
 - (a) Present a role matrix and create a role based access management system.
 - (b) Deploy role aligned access solution through which every role can be matched to a type of access.
 - (c) Install and configure Access Management Solution.
 - (d) Configure Single Sign on across the in-scope applications.
 - (e) Install and configure connectors for these applications' user stores.
 - (f) Setup and configure provisioning for applications.
 - (g) Setup and configure User Self-service.
 - (h) Setup Self-service and password management.
 - (j) Setup Multi-factor authentication for application authentication.
- 9. The deliverables for implementation phase is as under:-
 - (a) Complete solution deployment and integration in Test Environment.
 - (b) Solution Integration Document.
 - (c) Solution Unit Testing document
- 10. <u>Acceptance Testing Phase</u>. This phase is spread over **4 weeks**. During this phase, the complete solution will be tested on the test systems as per the Acceptance Testing plan mutually agreed between AHCC and the SI. The SI will carry out all rectifications of problems and fine tuning as required. **30 % of the total project** cost excluding cost of training and AMC charges will be paid on completion of deliverables of **Acceptance Testing Phase (ATP)**. The details of conduct of ATP shall be as per **Appendix F**. The responsibilities of SI and AHCC towards successful completion of ATP deliverables shall be as under.

(a) Responsibilities of SI.

- (i) Ensure that the Implementation Phase deliverables are complete and ready for acceptance by AHCC.
- (ii) Organising the Acceptance Testing of the deliverables with AHCC representatives, including scheduling the personnel and facilities and documenting the test results.

- (iii) Provide necessary tools as deemed necessary to test the implemented solution.
- (iv) Rectification of faults, if any, found during the Acceptance Testing phase.
- (v) Prepare a Project Checkpoint Form in consultation with AHCC for customer sign-off.
- (vi) Undertaking the handover tasks required to transfer the deliverables from the project environment to the customer environment.
- (viii) Prepare a detailed project closure report.

(b) Responsibilities of AHCC.

- (i) AHCC will be the final authority on deliverable sign-off.
- (ii) Undertake Acceptance Test.
- (iii) Check the Solution for successful deliverables of Implementation phase.
- (iv) Review the deliverables against the Project Charter to ensure that all required criteria have been met.
- (v) Authorizing the acceptance of Project Checkpoint Form to provide final confirmation that the deliverables has met the criteria specified within the Project Charter.
- (vi) Taking custody of the deliverables.
- 11. <u>Go-Live Phase</u>. This phase is spread over **6 weeks**. During this phase, the complete solution will be migrated to the production system at AHCC and integrated with the live applications on the Army Data Network. The SI will carry out all rectifications of problems and fine tuning as required on the live network. **20 % of the total project** cost excluding cost of training and AMC charges will be paid on completion of deliverables of **Go-Live Phase**. Two major activities will be carried out as given in succeeding paras:-
 - (a) **Production Deployment**. The production rollout of the tested and validated solution will be done. Below are the high level activities which will be done:-

(i) <u>Integration of existing Applications and Services</u>.

- (aa) Migration of existing applications and services to the new solution.
- (ab) Provide the mechanism for authentication of users based on the requirement of the application (whether application requires personal access by user or role based access for roles assigned to user).
- (ac) Authentication will be based on user credentials as first and PKI tokens as second factor of authentication. Further access to applications will be as approved by the application owner.
- (ii) Migrate, modify and integrate the existing users to this new solution of Authentication and Data Protection.
- (iii) Test and optimize the performance of the solution after implementation and also after 6 months of running in production.
- (iv) **Deliverables**: Solution available in Production environment.

(b) Configuration Documentation & Backup.

- (i) Documents for installation, configuration, maintenance and troubleshooting will be prepared for the solution. All use cases will be documented and template configuration for each module, creation of connectors and APIs for integration of applications on the solution will also be documented.
- (ii) The final architecture is documented in the Solution Design Document.
- (iii) A solution maintenance plan is developed and documented in the Operations & Procedure document, along with other operational tasks. Operations and Procedures document will include:-
 - (aa) Solution Operational environment
 - (ab) Start Up & Shut Down procedures
 - (ac) Backup & Restore procedures
 - (ad) Monitoring, managing & Reporting procedures

(iv) **Deliverables**:-

- (aa) Operations & Procedures Document
- (ab) Updated Solution Design Document
- (ac) Updated Solution Integration Document
- (ad) Relevant report templates & reports

Appendix 'D'

(Refer to Para 2(b) of Part II to Tender No. PC-621/AHCC/IDAM/IT Proj dt 07 Mar 2019)

TECHNICAL BID

TECHNICAL QUALITATIVE REQUIREMENT WITH TECHNICAL PARAMETERS FOR ESTABLISHMENT OF AUTHENTICATION AND SINGLE SIGN ON (SSO) PLATFORM AT ARMY HEADQUARTERS COMPUTER CENTRE

<u>Ser</u> <u>No</u>	<u>Items</u>	Quantity	<u>Specification</u>	Compliance to specifications Whether Yes/No(In case of non-compliance deviation to be specified in unambiguous terms)
	Hardware			
1.	Servers as required	01	Annexure I	
	<u>Software</u>			
2.	Identity Management & Governance Software	30,000	Annexure II	
3.	Access Management Software	licenses		
4.	Common Repository/ LDAP Services			
5.	Server Operating System as required	01		
6.	Database Software as required	01	Annexure III	
	Services			
7.	Installation, Configuration, Commissioning and Integration of solution with existing and planned applications	01	As per Appendix C of RFP	
8.	Training	01	As per Para 2 (I) of Part II of RFP	

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9.	(8x5) Resident Engineer Support during Warranty of 03	01	Engineer will be required to	
	years		come to AHCC during office	
			hours i.e from 0900 - 1700 hrs.	
			SI to cater for providing	
			Engineer support at remote	
			locations (06) for repairs/	
			replacement of systems/	
			applications on requirement	
			basis. OEM certified Engineer	
			with minimum four years'	
			experience in the same field	
10.	AMC (Years)	02		

Annexure I to Appendix D

SPECIFICATIONS: SERVERS

Ser No	Features (Minimum desired specifications)	Make and Model	Compliance (Yes/No)	Deviation if any
1.	Servers should be 64 bit x86 platform based			
2.	Each server should have minimum of two processors with 8 cores each or better			
3.	RAM should be DDR4			
4.	The server should be supplied with two hot-pluggable redundant power supplies. The server system should also have redundant hot-plug internal cooling fans.			
5.	Operating temperature of +5°C to +35°C and non-operating temperature of -20°C to +50°C			
6.	The configuration and quantity of servers should support creation of atleast 1,00,000 users			
7.	The configuration and quantity of servers should support atleast 2,000 concurrent authentication requests			
8.	The configuration and quantity of servers should support atleast 30,000 concurrent user sessions at all times			
9.	21" TFT Monitor			
10.	104 Keys Keyboard and scroll mouse			
11.	The Server OEM should be in Gartner's Leader quadrant in Server Category at least twice in last three years.			

SOLUTION SPECIFICATIONS: GENERAL

<u>Ser</u> No	Features (Minimum desired specifications)	Make and	Compliance	Deviation if
		<u>Model</u>	(Yes/No)	<u>any</u>
1.	The proposed solution should have a central identity manager at AHCC with			
	distributed access management from seven locations (including AHCC) Pan			
	India.			
2.	The multi datacentre authentication/access capability should be such that that			
	the session created at one data centre should be synced and respected at a			
	remote data centre while traversing from a locally protected app to a centrally			
	deployed centrally protected application.			
3.	Proposed Solution should have a LDAP Directory with Directory Replication			
	Capabilities to maintain a read only copy in remote data centres.			
4.	Solution should provide Single Sign On (SSO) with role based access control to			
_	users of application.			
5.	The solution implemented should offer customizable landing page which can be			
	accessible over Army Data Network. User once authenticated, the landing page			
	should display the list of all applications authorized to him. On choosing any			
	application, the user should be directed to that application with the correct			
	credentials without having to separately login/ sign in. The page should also			
6.	allow users to manage own attributes e.g. change password, contact details etc. Solution should integrate all websites/ applications deployed over ADN (approx			
0.	500) – to incl static/ dynamic websites and applications (predominantly web			
	based)			
7.	The proposed solution should be able to seamlessly integrate with existing PKI			
' .	at AHCC.			
8.	Solution should have the capability to integrate with Active Directory.			
9.	The solution should run in High Availability (HA) mode at AHCC only.			
10.	Solution should support integration with the applications running across different			
10.	web/ application sever which will be hosted on different OS such as Windows/			
	Linux/ Solaris.			
11.	The sys software should be completely scalable to accommodate the changing			
	Nos of users and applications.			
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12.	System shall have complete web based administration module			
13.	Support for interoperability with cross platforms specifically Windows and Linux			
Ser No	Features (Minimum desired specifications)	Make and Model	Compliance (Yes/No)	Deviation if any
14.	Support SSL/ TLS of latest version			
15.	Solution should be capable of supporting upto 1,00,000 users ab-initio and should be able to handle atleast 2000 concurrent authentication requests.			
16.	The solution should support atleast 50,000 concurrent user sessions at all times.			
17.	In case of failure of authentication services at one location, the users shall be provided the authentication services from another location in a seamless manner.			
18.	During the warranty period, any additional licences being procured by buyer shall be provided by the SI at the rates contracted in the ibid project.			

SPECIFICATIONS: IDENTITY MANAGEMENT SOFTWARE

<u>Ser.</u> No	Specification / Characteristics	Make and Model	Compliance (Yes/No)	Deviation if any
110	Identity Management and Governance	<u> </u>	<u> </u>	<u>u.i.y</u>
1.	Management of Identity profiles should be central with a single repository of identity data.			
2.	Entire management of identities should be web based.			
3.	Solution should be able to create, update, and delete user accounts across the enterprise environment both manually and automatically.			
4.	The solution should enable assignment of users to single/ multiple roles.			
5.	The solution should have a workflow for provisioning/ de-provisioning of identities.			
6.	Solution should provide a graphical interface that allows creating and managing workflows.			
7.	Solution should automatically route access requests of users for approval to the destined administrator.			
8.	Solution should have ability to delegate approval authority to another person.			
9.	Solution should have ability to escalate a request to an alternative approver if the allotted time elapses.			
10.	Provisioning solution should provide capability to the approver to provide comments.			
11.	Should support withdrawal of non-approved requests			
	Solution should be able to generate unique user IDs.			
13.	Should integrate with PKI to complete user creation process.			
14.	Solution should provide auto requisition of PKI token personalization for new users being created			
15.	Should support provisioning/ de-provisioning on joining/ movement of personnel on transfers and temporary assignment of roles.			
16.	Solution should provide delegated administration.			

Ser.	Specification / Characteristics	Make and	Compliance	Deviation if
No		Model	(Yes/No)	any
17.	Solution should be able to define delegated administration by way of both administration (which users, which resources) and capabilities (full account administration, password administration only, etc.).			
18.	Solution must support web-based self-service in terms of changing passwords, resetting forgotten passwords retrieving forgotten user login etc			
	Solution must allow users to view their profile and the resources and the corresponding entitlements they have got access to.			
	Must have capability to provision user accounts to target systems and applications.			
21.	Must have out-of-box connectors available for target systems to carry out user provisioning and reconciliation operations.			
22.	Should have connector development framework to extend support to additional target systems for which out of box connectors are not available.			
23.	Should have capability to allow administrators to define and enforce global password policy that includes password composition rules like -minimum length- minimum password age- warn after expires, disallow past passwords			
24.	Should support complex password rules including maximum repeated characters, minimum numeric characters, alphanumeric characters, uppercase & lowercase characters etc			
25.	Should support validation of password provided against the defined password policy.			
26.	As part of forgotten password, the solution should have support to challenge the user for security answers to the questions that must have been configured at the time of user creation or self-registration. The manager of the user whose password is being reset must be notified of this password reset.			
27.	Solution should allow users to manage their own passwords.			
28.				
29.	Should support delivery of password-change success/ failure status to requestor using mechanisms like email			

Ser.	Specification / Characteristics	Make and	Compliance	Deviation if
No		<u>Model</u>	(Yes/No)	any
30.	Users should be able to update personal attribute information, such as address, cell phone number, etc.			
31.	Solution should provide a web based front-end for help-desk administrators to use.			
32.	Solution should provide a password exclusion list and allow restriction of using old passwords.			
33.	Solution should support Role Based Access Control (RBAC).			
34.	Solution should report on who had access to what on a given date.			
35.	Solution should support the creation of custom audit policies (eg. Separation of Duties) that can be applied during access scans.			
36.	Solution should support reporting grouped by the following: - by administrator (accounts created, accounts modified, accounts deleted, password changes, complete audit history per administrator, administrative capabilities per administrator) - by platform or application (users per platform, provisioning history per platform, who performed the provisioning actions on target platform) - by workflow (requests made by user, requests approved by approver, requests denied by approver, requests escalated, delegation of approvals including to whom and for what period of time) - by user (audit history per user, accounts/privileges by user, self-service activity by user)			
37.	Should support reports related to access policy, request, certification, approval, role, organization, password, resource & entitlement, user.			
	Should support reports like list of all the rogue accounts existing in a resource, list all orphaned accounts etc.			
39.	Should support SSL/TCS digital certificate based secure encrypted communication.			
40.	Solution should not impose a physical or logical limitation on creation of number of users, while concurrency factor will drive the proposed hardware.			
41.	Solution should have the capability of configuring applications for single factor as well as multi factor authentication.			
42.	The solution should support all types of web browsers like Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, etc.			

SPECIFICATIONS: ACCESS MANAGEMENT SOFTWARE

Ser No	Specification / Characteristics	Make and Model	Compliance (Yes/No)	Deviation if any
1.	Should have capability to provide centralized logout			
2.	Must support integration with PKI Technologies to support certificate based authentication			
3.	Must support OSCP based live certification validation from the Cert Authority			
4.	Should support Certificate Validation against CRL Export Dump			
5.	Must give administrators complete visibility and control over real-time user session data including ability to search for and terminate specific sessions			
6.	Must support delegated administration at each datacenter location to have visibility on local users			
7.	Should allow administrators to enforce constraints on - session lifetime - idle timeout - max number of concurrent sessions			
8.	Should be compatible with a variety of web/app servers including Apache, IIS, IBM HTTP, Oracle HTTP, Node JS, Tomcat, Jboss, Weblogic, Websphere			
9.	Should have support to log authentication success and failure			
10.	Must support integration to LDAP v3 compliant directory system as identity store - for retrieving user data and other related attributes - for the validation of user's form based credentials			
11.	Should have capability to have integration with any third-party LDAP directory server (Active Directory, Oracle Directory Services, IBM Tivoli Directory, Sun Java System Directory etc)			
12.	Must support any x86-x64 based operating systems of latest version like Solaris, Windows Server, Red Hat Enterprise Linux, oracle Linux etc.			

<u>Ser</u>	Specification / Characteristics	Make and	<u>Compliance</u>	Deviation if
<u>No</u>		<u>Model</u>	(Yes/No)	<u>any</u>
13.	Access Management solution should be deployed across seven locations			
	(including AHCC) to cater for local users SSO requirements.			
14.	The sessions generated across local access managers should be respected			
	by the central access management. If user is traversing from a local			
	application to central application, such cases must not prompt user to re-key			
	his credentials. Similarly the sessions generated on central access manager			
	should be respected on local access manager if the users travel from central			
	to local application.			
15.	In the event of failure of local access manager, the solution should			
	automatically route authentication and access requests to central access			
	manager without DNS rerouting			

SPECIFICATIONS: COMMON DIRECTORY/ LDAP SERVICES FOR THE SOLUTION

<u>Ser</u> No	Specification / Characteristics	Make and Model	Compliance (Yes/No)	Deviation if any
110	Must some set LDAD has adversely suiters for storing and according identity data	Model	(103/110)	urry
1.	Must support LDAP-based mechanism for storing and accessing identity data.			
2.	Must store user specific X.509 digital certificate as part of each user entry			
3.	Must adhere to LDAP v3 or latest			
4.	Must have Web Based interface to navigate through LDAP identity data			
5.	Must support multi master replication across multiple data centers			
6.	Must support SSL for secure authentication and LDAP queries			

Annexure III to Appendix D

SPECIFICATIONS: DATABASE

Ser No	Specification / Characteristics	Make and	Compliance	Deviation if
<u>No</u>		<u>Model</u>	(Yes/No)	<u>any</u>
1.	The proposed RDBMS should be platform independent. It should support			
	interoperability across all platforms specifically Windows and Linux.			
2.	The database should be able provide strong encryption capabilities for stored			
	information in the tables as well as the information transmitted over network.			
3.	Encryption should be implemented transparently (no changes to be done at			
	application codes)			

Appendix 'E' (Refer to Para 2(c) of Part II to Tender No. PC-621/AHCC/IDAM/IT Proj dt 07 Mar 2019)

SI QUALIFICATION/ ELIGIBILITY CRITERIA

1. Criteria for SI

1.	Criteria for SI		
Ser No	Criteria	Compliance	Documents to be provided by SI
(a)	(i) The SI must have operations in India for at least the last three financial years. The average annual turnover for last three years should be at least 7 crores in the past 3 years.		Balance sheet, P&L statement of last three financial years, latest valid TIN/ITCC and sales tax registration.
	(ii) The SI should not have suffered any financial loss for more than one year in the last three financial years.		Audited Financial Statements for the years 2015-16, 2016-17 and 2017-18.
(b)	The SI should deploy IDAM OEM certified engineers for the installation/commissioning of the system.		A certificate signed by the SI stating their willingness to provide complete Installation/ Commissioning and training as given in the RFP by OEM certified engineers of the SI.
(c)	SI must provide training by OEM certified instructors as listed at para 2(I) of Part-II of RFP the software components.		An undertaking from the SI.
(d)	SI must be certified for ISO 9001:2008 or higher Quality Management Standards, ISO 27001:2013 Information Security Standard.		Copy of relevant Certifications
(e)	SI must be a reputed IT solution provider possessing a CMMi Level 5 accreditation atleast once between the period from 01 Mar 15 to 01 Mar 18, duly recognised by the CMMi Institute, Pittsburgh, PA, USA, for any of the following: Design/Development/ Implementation/ Testing for Software.		Copy of relevant Certifications
(f)	SI must have IAM practice with atleast 10 IAM professionals which would ascertain the continuous support from resourcing perspective		SI to give the number of IDAM OEM certified engineers on his role as on the date of issue of RFP.
(g)	The SI must have a proven track record of providing a successful 'Turnkey Solution' for at least one (01) Identity and Access Management solution with a		Submit Details of 1 such projects (self-certified)

Ser No	Criteria	Compliance	Documents to be provided by SI
	budgetary cost of Rs 3 crore or more in last three years in India or abroad.		
(h)	SI to submit an undertaking from the OEM that, if the contract is awarded to the SI/ bidder, the OEM will provide technical support during implementation, warranty period and during the period of the AMC (if entered into with the SI by the buyer)		Undertaking from IDAM OEM(s)
(j)	MAF Certificate. In case the SI is not the OEM, the following will be provided by the SIs (Refer Para 13 of Part IV of TE):-		
	(i) OEM(s) Manufacture Authorisation Form (MAF) which permits the SI to bid with the OEM products.		Certificates from OEM
	(ii) The complete contact details of the OEM (Name and designation of contact person, postal address, e mail ID and telephone & FAX numbers).		Supporting Documents
(k)	SI should be capable of deployment and onsite- oncall support (direct or through OEM/ partner) for the application software at site		Undertaking certificate from SI
(1)	SI will be completely responsible for the execution of the project as a single point solution provider and the sole prime contractor for the entire project.		Undertaking certificate from SI
(m)	SI should guarantee to provide all software patches/ updates during the during the warranty period and AMC period (if entered into by the buyer). SI will enter into a back to back maintenance agreement with OEM and the same would be renewed every year		Undertaking certificate from SI and OEM.
(n)	SI should provide source code of all exclusively developed software/ customisations done for the project. This will however not include source code of standard COTS applications used by the SI		Undertaking certificate from SI

Ser No	Criteria	Compliance	Documents to be provided by SI
(0)	As part of the technical bid, the SI would mention the Make, Model and Quantity of each item being offered as part of the solution.		Supporting Documents

2. <u>Criteria for SW OEMs</u>

Ser No	Criteria	Compliance	Documents to be provided by SW OEMs
(a)	The OEM product should be figuring in Gartner or Forrester Quadrant for last three years or should have been evaluated by a Third Party evaluation/audit agency		Gartner's or Forrester Magic Quadrant of last three years in the field of Identity Governance and Administration or Supporting documents
(b)	OEM should guarantee to provide all software patches/ updates free of cost during the warranty period and AMC period (if entered into by the buyer).		Supporting documents

3. Criteria for HW OEMs

Ser No	Criteria	Compliance	Documents to be provided by SW OEMs
(a)	OEM is required to be in the leader's category of Gartner's Magic Quadrant for last three years.		Supporting documents
(b)	OEM should guarantee to provide spares & consumables free of cost during the AMC period, if contracted by the buyer.		Undertaking certificate from OEM

Appendix 'F'

(Refer to Para 2(d) of Part II to Tender No. PC-621/AHCC/IDAM/IT Proj dt 07 Mar 2019)

PROCEDURE FOR ATP

Introduction

- 1. Acceptance testing is an essential part of project implementation. It is at this stage that the user is to test and accept individual items as also the entire system. The physical delivery as per the supply order and performance as per the technical literature and parameters given in the contract are to be verified by a technically competent board of officers. As bulk of the payments due to the SIs is made after successful acceptance, it is imperative this is done diligently as well as expeditiously. Some general guidelines for the ATP are enumerated in the succeeding paragraphs.
- 2. <u>Conduct</u>. The payment terms and schedule are linked to the ATP, the ATP will commence expeditiously once the hardware has been received. If certain hardware has not been received, then the ATP board may not proceed with the ATP and make mention of the same in the ATP report. Since it is a turnkey project, hardware can only be tested once the data has been uploaded and the software is tested and loaded.
- 3. Responsibility of User. The responsibilities of the user towards the conduct of ATP shall be as given below: -
 - (a) <u>Test Side Readiness</u>. The user shall have the site readied for the conduct of ATP including adequate power points, adequate space to house & test the terms, stable and well earthed power supply, tables and backup power supply (for the smooth conduct of burn out test) etc.
 - (b) Ensure availability of the members during the conduct of the ATP.
 - (c) ATP should be completed expeditiously. Any equipment not meeting specifications or any other observation should be raised in writing immediately to the SI.
- 4. **Responsibility of SI**. The SI's responsibility towards the conduct of ATP shall be as given below:-
 - (a) Provide the necessary diagnostic software.
 - (b) Ensure availability of a competent service engineer during the conduct of the ATP.
 - (c) Provide for speedy replacements of defective components so that ATP of the complete hardware may be completed in one go.
 - (d) Deliver the complete hardware in one go.
- 5. <u>Time frame for conduct</u>. The ATP should commence once the hardware has been installed in a networked environment and the board should endeavor to complete the ATP as soon as possible.

ATP Guidelines

- 6. Some guidelines for acceptance testing of various systems are as enumerated below:-
 - (a) Receipt of hardware and software delivered by the SI.
 - (b) Physical check of all packages and boxes.
 - (c) Checking the items received as against the quantities mentioned in the supply order.
 - (d) Carry out the acceptance testing of the items received.
 - (e) Shipment of the hardware and peripherals to the various locations as per details given in the supply order (if applicable) under arrangements of the SI.
 - (f) Establishment of the system solution including installation and integration of the various components by the SI.
 - (g) Carry out acceptance testing of the network/integrated system.
- 7. All the software shall be supplied with Media (CD ROM) documentation and certificate of authenticity.
- 8. <u>Finalization of ATP Proceedings</u>. The ATP board shall finalize the ATP proceedings at the earliest and forward written report including all test documents for approval of the proceedings.

Appendix 'G'

(Refer to Para 2 (e) of Part II to Tender No. PC-621/AHCC/IDAM/IT Proj dt 07 Mar 2019)

CONFIDENTIALITY CERTIFICATE

authorized by the Company will not disclarepresentative or Agents while executing the interacting with the persons of Army Head prepared in connection with the project or an specification, plan, design, pattern, sample	any representative of the Company or Agents lose any information gained by them or their e project "" and dquarters Computer Centre or any documents by documents received by them or any provision, e or information thereof to study carried out by press, any violation therein may be treated as a
Company Seal	(Authorized Signature of the Company)
Place :	
Date :	

PART III - STANDARD CONDITIONS OF RFP

The SI is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful SI (i.e. SI in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the SI.

- 1. <u>Law</u>: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. <u>Effective Date of the Contract</u>: Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3. <u>Arbitration</u>: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The arbitration is as per the following clauses:-
 - (a) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
 - (b) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
 - (c) Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
 - (d) The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
 - (e) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
 - (f) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
 - (g) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

- (Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and SI. Further reference is available in MoD website and can be provided on request).
- Penalty for use of Undue Influence: The SI undertakes that he has not given, 4. offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the SI or any one employed by him or acting on his behalf (whether with or without the knowledge of the SI) or the commission of any offers by the SI or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the SI and recover from the SI the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the SI. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the SI towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the SI to such liability/ penalty as the Buyer may deem proper. including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
- Agents / Agency Commission: The SI confirms and declares to the Buyer that the 5. SI is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever. to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the SI; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The SI agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the SI has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the SI will be liable to refund that amount to the Buyer. The SI will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the SI who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
- 6. <u>Access to Books of Accounts</u>. In case it is found to the satisfaction of the Buyer that the SI has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for

use of undue influence, the SI, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

- 7. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/ SI, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 8. <u>Liquidated Damages</u>. In the event of the SI's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SI as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
- 9. <u>Termination of Contract</u>. The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
 - (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 01 (One) months after the scheduled date of delivery.
 - (b) The SI is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure by more than 02 (Two) months provided Force Majeure clause is included in contract.
 - (d) The Buyer has noticed that the SI has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.
- 10. <u>Notices</u>. Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
- 11. **Transfer and Sub-letting.** The SI has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 12. Patents and other Industrial Property Rights. The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The SI shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The SI shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
- 13. **Goods and Service Tax**. Rate of Goods and Service tax/ duties prevailing at the time of billing.

PART IV - SPECIAL CONDITIONS OF RFP

The SI is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful SI (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the SI.

- 1. Performance Guarantee. The SI will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 given in the Defence Procurement Manual (DPM) 2009 available on MoD website.
- 2. <u>Payment Terms</u>. It will be mandatory for the SIs to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by SIs for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:
 - (a) The total project cost excluding cost of training will be paid in Phases (laid down in Implementation Schedule at **Annexure II of Appendix C** of RFP) as given below:-
 - (i) 50 % of the total project cost excluding cost of training and AMC charges will be paid on completion of deliverables of **Design Phase**. This includes delivery of all hardware and software required for the Implementation phase. All the deliverables will be delivered at AHCC. All the deliverables will be certified by a Board of Officers before the payment will be released.
 - (ii) 30 % of the total project cost excluding cost of training and AMC charges will be paid on completion of deliverables of **Acceptance Testing Phase**. A centralised ATP will be conducted at AHCC. The ATP will be certified by a Board of Officers before the payment is released.
 - (iii) 20 % of the total project cost excluding cost of training and AMC charges will be paid on completion of deliverables of **Go-Live Phase**. A Board of Officers will certify that the activities of this phase are working to the complete satisfaction after which the payment will be made.
 - (b) Payment will be released when a certificate to this effect is issued by the Buyer (AHCC) after each Phase.
 - (c) Cost of training will be paid in equal installments after each training capsule is completed and certificates of training conducted are issued by SI to the participants over a period of two years from the date of ATP/ or commencement of the first training module whichever is later. Payments will be released when a certificate to this effect is issued by AHCC after each capsule.
 - (d) AMC charges will be paid in four equal installments for six monthly period post provisioning of maintenance support by the SI. Payment will be released when a satisfactory performance certificate is issued by AHCC.
- 3. Advance Payments. No advance payment(s) will be made.

- 4. <u>Paying Authority</u>. The paying authority is Principal Controller of Defense Accounts (PCDA), New Delhi and all bills will be submitted to the paying authority through the office of Army Headquarters Computer Centre. The bills will be submitted with the following documents to the paying authority, as applicable:-
 - (a) Ink-signed copy of contingent bill / SI's bill.
 - (b) Ink-signed copy of Commercial invoice / SI's bill.
 - (c) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - (d) Certified Receipt Vouchers (CRVs) (in duplicate).
 - (e) Inspection note.
 - (f) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc. as applicable.
 - (g) Exemption certificate for Excise duty / Customs duty, if applicable.
 - (h) Bank guarantee for advance, if any.
 - (j) Guarantee / Warranty certificate.
 - (k) Performance Bank guarantee / Indemnity bond where applicable.
 - (I) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
 - (m) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - (n) Any other document / certificate that may be provided for in the Supply Order /Contract.
 - (o) User Acceptance.
 - (p) Xerox copy of PBG.

5. Risk & Expense clause

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the SI 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

- (b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SI during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SI be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
 - (i) Such default.
 - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SI.

6. **Force Majeure Clause**.

- (a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
- 7. <u>Local Maint Service and Engineer Support</u>. For the major component of the project, it will be mandatory for the SI/ OEM to have complete service and engineering support facilities within the National Capital Region (NCR). Detailed information as regards the level of such services and support shall be furnished duly authentication by OEM with

the Technical Bid. The information furnished by the SI will be physically verified by the TEC, if required. In the event the service and support capability provided by the SI is found to be in deviation to as claimed or unacceptable in terms of capabilities to the buyer the bids of the SI are likely to be rejected.

- 8. **Specification**. The SI guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer, Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the SI before supply to the Buyer. The SI, in consultation with the Buyer, may carry out technical upgradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/ alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/ alterations.
- 9. **OEM Certificate**: Following will be provided by the SI failing which the bid will tend to be rejected:-
 - (a) All SIs who are not OEMs of the equipment they are offering, will produce ink signed certificates from the respective OEMs, giving reference of this Tender Enquiry, authorizing the SI to offer their equipment and a commitment to provide maintenance support during the warranty period and during the period of the AMC (if entered into with the SI by the buyer). An arrangement for exercising such support with the OEM as part of the entire *three year warranty* period will be worked out by the SI and proof in writing for the same in the form of the OEM certificate shall be provided within 30 days of placement of the supply order. This shall apply to for all the equipment. Failure to render such proof in writing in the non-processing of the payments as per the payment schedule and or cancellation of the supply order.
 - (b) OEM certificate stating that in case the authorized dealer/ distributor fails to repair/ maintenance the equipment during the warranty/ AMC, the responsibility for maintenance of the equipment provided would then be taken over by the OEM.
 - (c) The complete contact details of the OEM (Name and designation of contact person, postal address, e mail ID and telephone & FAX numbers) will be furnished and the buyer may at his discretion verify the authorization from the OEM, failure of which may result in the SI being black listed and / or barred from participating for any future tender of this Headquarters.
- 10. **Electronic Clearance System (ECS**). ECS authorisation cum banker's certification form attached at **Appx F** is required to be filled and authorised by the concerned bank. It is mandatory to submit ECS mandate with the Tender Enquiry.
- 11. Quality & Earliest Acceptable Year of Manufacture. The quality of the stores delivered according to the present supply order shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in SI's country or specifications enumerated as per RFP. The SI confirms that the stores to be supplied under this supply order shall be new i.e. not manufactured before ______, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the SI in

the past if any. The SI shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

- 12. **Quality Assurance.** After the Supply Order is finalised, the SI would be required to provide the Standard Acceptance Test Procedure (ATP). Buyer reserves the right to modify the ATP. SI would be required to provide all test facilities at his premises/ on site for acceptance and inspection by Buyer. All the items should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.
- 13. Warranty and System Maintenance. The SI will give reliability guarantee for the complete system. The items supplied against the contract shall be under an **onsite** warranty against defective design, material, workmanship, and performance etc for a period of 36 months from the date of completion of Acceptance Testing Phase. During warranty period, maintenance of all stores including replacement and repair/fault rectification shall be undertaken by the SI, who will be responsible for the maintenance/preventive maintenance of the complete system. Licensing and OEM support will form part of the warranty period for all software and hardware being provided by the SI. Bug fixes of the commercial software and customized software along with free updates releases will be provided onsite by the SI. The broad support which will be provided by the SI during the warranty period will include:-
 - (a) The goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
 - (b) The SI warrants for a period of **three years** from the **date of acceptance of stores** by Joint Receipt Inspection that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
 - (c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the SI shall either replace or rectify the same free of charge, within a maximum period of 15 days (excluding Saturdays/ Sundays/ Holidays) of notification of such defect received by the SI, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of down time. The SI will deliver the goods in the location specified by the Buyer free of cost and will bear the loss of damage occurred during transportation. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the SI. The SI also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the SI.
 - (d) The SI also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the SI and he will ensure 99% system availability during the warranty period by means of availability of support Engineer on call on site (at 06 locations) apart from the (8x5) onsite engineer support at AHCC. Required spares to attain this serviceability may be stored at site by the SI at his own cost. Total downtime would be calculated at the end of the year. If downtime exceeds permitted downtime, penalty would be applicable for the delayed

period. If the system is down beyond permitted period, penalty at the rate of 0.5% of the cost of the faulty system will be charged per day. This is applicable for sub sys/system whose failure will not entail failure of entire system. The rate of penalty for major failure resulting in non availability of services will be 2% of the cost of the faulty system per day. The above penalty will be recovered from the Performance Bank Guarantee. In case of any system/ subsystem being down for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of SI, which will be deducted from the Bank Guarantee submitted by SI.

- (e) The SI shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.
- (f) Any system failing at subsystem level three times within a period of three months or displaying chronic faulty behavior or manufacturing defects or quality control problems, will be totally replaced by the SI at his risk and cost within 30 days of being intimated.
- (g) Analysis and bug fixing for application software when notified.
- (h) Enhancement, if required by the user.
- (j) Provision of free patches/updates for software.
- (k) Free replacement of all hardware, networking components and other equipment supplied by the SI, in case of crash/faulty equipment. No faulty hard disks or any kind of storage device will be returned due to security reasons.
- (I) The SI shall provide onsite resident engineer support for the complete three years warranty duration with under mentioned qualifications:-
 - (i) Should be BTech/ BE Engineer by background with adequate skill sets in handling all hardware and software offered in the bid.
 - (ii) Should be certified for offered product from OEM/ OSM. Qualification certificates will be provided for inspection by the Buyers Project Officer.
 - (iii) Should have at least 5 years work experience in similar environment.
- (m) The onsite support will broadly include (**but not limited to**) the following tasks:-
 - (i) Technical support for integration of new applications as and when developed to the solution.
 - (ii) Configuration of solution as and when demanded by the user. Industry best practices will be followed while configuring the solution. Any configuration changes required to optimize the performance will be undertaken by the SI.
 - (iii) Reloading/restoring the system in the event of crash.
 - (iv) Monthly check by the resident engineer of the following:-

- (aa) System logs and carry out necessary configuration if any.
- (ab) Performance of system in terms of memory utilization, CPU utilization, etc.
- (ac) Vulnerabilities in the solution.
- (ad) Bug fixes, patch updates whenever required.
- (ae) System backup.
- (n) The system will be considered down except the following:-
 - (i) Power failure, not attributable to system provided by the SI.
 - (ii) Media failure.
 - (iii) System down for maintenance.
- (m) <u>Preventive Maintenance during Warranty</u>. The SI will provide minimum of one preventive maintenance service visit during a year to all six locations other than AHCC. An amount of Rs 1 Lakh will be deducted if any preventive maintenance is not carried out from the performance bank guarantee submitted by the SI.
- 14. Annual Maintenance Contract (AMC) Clause. AMC will be contracted at the option of buyer. The SI will give reliability guarantee for the complete system. The items supplied against the contract shall be under AMC against defective design, material, workmanship, and performance etc for a period of 24 months from the date of completion of warranty. During AMC period, maintenance of all stores including replacement and repair/fault rectification shall be undertaken by the SI, who will be responsible for the maintenance/preventive maintenance of the complete system. Licensing and OEM support will form part of the AMC period for all software and hardware being provided by the SI. Bug fixes of the commercial software and customized software along with free update releases will be provided onsite by the SI. The broad support which will be provided by the SI during the AMC period will include:-
 - (a) The goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
 - (b) The SI warrants for a period of **two years** from the **date of completion of warranty** by Joint Receipt Inspection that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
 - (d) If within the period of AMC, the goods are reported by the Buyer to have failed to perform as per the specifications, the SI shall either replace or rectify the same free of charge, within a maximum period of 15 days (excluding Saturdays/ Sundays/ Holidays) of notification of such defect received by the SI, provided that the goods are used and maintained by the Buyer as per instructions contained in
 - (e) the Operating Manual. The SI will deliver the goods in the location specified by the Buyer free of cost and will bear the loss of damage occurred during transportation. Record of the down time would be maintained by the user in the logbook. Spares required for repairs shall be provided free of cost by the SI. The SI also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or

damage due to transportation of the goods during the AMC period, at the cost mutually agreed to between the Buyer and the SI.

- (d) The SI also warrants that necessary service and repair back up during the AMC period of the equipment shall be provided by the SI and he will ensure 99% system availability during the AMC period by means of availability of support Engineer on call on site. Required spares to attain this serviceability may be stored at site by the SI at his own cost. Total downtime would be calculated at the end of the year. If downtime exceeds permitted downtime, penalty would be applicable for the delayed period. If the system is down beyond permitted period, penalty at the rate of 0.5% of the cost of the faulty system will be charged per day. This is applicable for sub sys/system whose failure will not entail failure of entire system. The rate of penalty for major failure resulting in non-availability of services will be 2% of the cost of the faulty system per day. The above penalty will be recovered from the Performance Bank Guarantee. In case of any system/ subsystem being down for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of SI, which will be deducted from the Bank Guarantee submitted by SI.
- (e) The SI shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during AMC repair and shall also provide the details of complete defects, reasons and remedial actions for defects.
- (f) Any system failing at subsystem level three times within a period of three months or displaying chronic faulty behavior or manufacturing defects or quality control problems, will be totally replaced by the SI at his risk and cost within 30 days of being intimated.
- (g) Analysis and bug fixing for application software when notified.
- (h) Enhancement, if required by the user.
- (j) Provision of free patches/updates for software.
- (k) Free replacement of all hardware, networking components and other equipment supplied by the SI, in case of crash/faulty equipment. No faulty hard disks or any kind of storage device will be returned due to security reasons.
- (I) The AMC support will broadly include (but not limited to) the following tasks: (i) Technical support for integration of new applications as and when developed to the solution.
 - (ii) Configuration of solution as and when demanded by the user. Industry best practices will be followed while configuring the solution. Any configuration changes required to optimize the performance will be undertaken by the SI.
 - (iii) Reloading/restoring the system in the event of crash.
 - (iv) Monthly check of the following:-
 - (aa) System logs and carry out necessary configuration if any.

- (ab) Performance of system in terms of memory utilization, CPU utilization, etc.
- (ac) Vulnerabilities in the solution.
- (ad) Bug fixes, patch updates whenever required.
- (ae) System backup.
- (m) The system will be considered down except the following:-
 - (i) Power failure, not attributable to system provided by the SI.
 - (ii) Media failure.
 - (iii) System down for maintenance.
- (n) <u>Preventive Maintenance during AMC</u>. The SI will provide minimum of one preventive maintenance service visit during a year to all six locations other than AHCC.

15. Risk and Expense Clause for AMC.

- (a) Vendor shall be duly bound to provide AMC cover for the period of **two year**, **from the date of signing of agreement** as specified in the supply order, if so desired by the user.
- (b) The seller will furnish a Maintenance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank, AXIS Bank Ltd or HDFC Bank Ltd) for a sum equal to 10% of the AMC value in favour of PCDA, New Delhi on yearly basis within 30 days from the date of signing of agreement. Maintenance Bank Guarantee will be valid till for atleast two months beyond the date of completion of AMC. Risk and Expense maintenance as specified below shall be applicable during the AMC period. Payment documents for the previous period shall not be processed unless AMC agreement for the subsequent year is made. In addition PBG will be encashed in case of refusal of AMC cover for subsequent years.
- (c) Risk and Expense Maintenance. It will be undertaken by the user in the event supplier fails to honour the contracted obligations within the stipulated period as specified in AMC. The supplier shall be issued with proper notice before resorting to risk maintenance. In case risk maintenance is resorted to, the supplier is liable to pay the amount spent by the Government, if any in obtaining the said services through a fresh contract i.e. the defaulting supplier has to bear the cost incurred on maintenance services. Factors like method of recovering such amount will be considered by the user while taking a decision to invoke the provisions of risk maintenance
- 16. **Product Support**. The successful SI will provide following product support.
 - (a) The SI agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/ Special Test Equipments (STE) subcontracted from other agencies/

manufacturer by the SI for a maximum period of three(03) years of warranty and two years of AMC period after the delivery of stores.

- (b) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the SI and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.
- (c) Any improvement/modification/ upgradation being undertaken by the SI or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the SI to the Buyer and, if required by the Buyer, these will be carried out by the SI at Buyer's cost.

PART V - EVALUATION CRITERIA & PRICE BID ISSUES

- 1. <u>Evaluation Criteria</u>. The broad guidelines for evaluation of Bids will be as follows:-
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) The technical Bids forwarded by the SIs will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Sis will be opened whose Technical Bids would clear the technical evaluation.
 - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular SI as per BoQ.
 - (d) The Bidders will be evaluated for validity of their commercial quotes for Services section of the Commercial Bid. Any item in "Services" section quoted by any Bidder at Nil cost will be declared invalid.
 - (e) The AMC value quoted by each bidder will form part of their respective bid and the total cost to the buyer including of AMC would be the deciding factor for ranking of bids. However, it would be the discretion of the buyer whether to conclude the contract with AMC or without AMC.
- 2. <u>Consideration of Duties and Taxes in the Evaluation Process</u>. Ranking of bids shall be done on the basic cost of the project excluding taxes.
- 3. 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 will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- 4. The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer.
- 5. <u>Determination of L 1 Vendor</u>. L1 vendor will be declared on the basis of basic cost of the project (i.e from ser No 01 to 10 of BoQ) quoted by the Bidders.