

Telephone No : 23019915

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

Tender No : PC-621/AHCC/Est of CA for Indian Army  
/TAG Projects/58

11 Oct 2018

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SI's Address)

**ESTABLISHMENT OF CERTIFICATION AUTHORITY FOR INDIAN ARMY AT ARMY  
HEADQUARTER COMPUTER CENTRE**

1. **Army Headquarters Computer Centre (AHCC), Integrated HQ MoD (Army), hereinafter referred to as the 'Buyer', intends to undertake a project for Establishment of Certificate Authority for Indian Army at Army Headquarters Computer Centre". Bids will be submitted on line, 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](http://www.eprocure.gov.in).**

2. The address and contact numbers for sending Bids or seeking clarifications regarding this TE are given below -

- (a) **Bids/queries to be addressed to: Commandant**  
Army Headquarters Computer Centre  
Integrated HQ MoD (Army)  
'B' Wing Basement, Sena Bhawan  
DHQ PO, New Delhi – 110011
- (b) **Postal address for sending the Bids: Commandant**  
Army Headquarters Computer Centre  
Integrated HQ MoD (Army)  
'B' Wing Basement, Sena Bhawan  
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 TE is divided into five Parts as follows:

(a) **Part I** - Contains general information and instructions for the bidders 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, delivery period, mode of delivery and consignee details.

(c) **Part III** - Contains standard conditions of TE, which will form part of the contract with the successful bidder.

(d) **Part IV** - Contains special conditions applicable to this TE and which will also form part of the contract with the successful bidder.

(e) **Part V** - Contains evaluation criteria and format for price bids.

4. This TE 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 vendor 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.

Sd/-x-x-x-x-x-x  
Yours faithfully,  
Colonel  
Commandant  
Army Headquarters Computer Centre

**Copy to:-**

Directorate General of Signals  
(Signals 7)  
Integrated HQ of MoD (Army)  
DHQ PO, New Delhi – 110011

**PART - I: GENERAL INFORMATION**

1. **Critical Dates.** The critical dates with respect to the Tender ref PC-621/AHCC/Est of CA for Indian Army /TAG Projects/58 are as follows: -

<b><u>CRITICAL DATE SHEET</u></b>				
<b>Ser No</b>	<b>Item</b>	<b>Date</b>	<b>Actual Date</b>	<b>Time</b>
(a)	Publication Date	'P' Day	11 Oct 2018	1500 hrs
(b)	Bid Document Download	'P' Day + 1 Day	12 Oct 2018	0900 hrs
(c)	Date from which Clarification can be sought	'P' Day + 1 Day	12 Oct 2018	1000 hrs
(d)	Pre-bid Meeting	'P' Day + 07 Day	18 Oct 2018	1200 hrs
(e)	Earliest Date of Bid Submission	'P' Day + 1 Day	12 Oct 2018	1700 hrs
(f)	Last Date of seeking Clarification on the TE	'P' + 07 Day	18 Oct 2018	1700 hrs
(g)	Last Date of Bid Submission	'P' + 28 Day	08 Nov 2018	1600 hrs
(h)	Bid Opening Date	'P' + 29 Day	09 Nov 2018	1500 hrs
Note: 'P' is the date of publication of the tender				

**Submission of The Bids**

2. The bids will be submitted in the following manner: -
- (a) The following documents shall be submitted **physically** by post or by hand at the address given in Para 2 of the covering letter prior to the last date of submission of bids in the following manner:-
- (i) Earnest Money Deposit (**EMD**) as applicable or a valid Certificate of Exemption of Earnest Money Deposit (**EMD**) as applicable. (To be placed in a separate envelope). Any firm claiming exemption should enclose a valid proof of the same at the time of submission of the bids.
  - (ii) Tender Conditions Acceptance Certificate. Format for the same is attached as **Appendix 'A'** (to this TE).
  - (iii) Downloaded Tender documents duly stamped and signed.
  - (iv) **Technical Data Sheets and Compliance alongwith cross reference with the Data Sheets of Equipment offered.**
  - (v) Copy of supporting documents for SI and OEM Eligibility criterion.

(b) The following documents shall be submitted online (Scanned and uploaded at [www.eprocure.gov.in](http://www.eprocure.gov.in)).

(i) **Folder - I.** Folder-1 will contain the **Technical Bids** which consist of the following documents:-

(aa) Valid proof of Company/firm Registration, including certificate of renewal of registration wherever applicable.

(ab) PAN No, CST/ VAT/ TIN/ Regn.

(ac) Bank certificate of credit worthiness.

(ad) Certificate of acceptance of terms and conditions of TE on firms letter head.

(ae) Scanned copy of Earnest Money Deposit (EMD) documents if applicable or the exemption certificate.

(af) **Tender Conditions Acceptance Certificate.** Following certificates be furnished.

(aaa) Signed copy certifying the acceptance of all the tender conditions as per **Appendix 'A'** to the TE.

(aab) If the certificate is signed by legally authorised signatory, a copy of the authorization letter must be uploaded.

(ag) Clause by clause compliance of specifications should be mentioned in Para 2 of Part II of the TE. Relevant certifications should be mentioned wherever applicable.

(aaa) **Technical Compliance of Equipment Offered.** Tech specifications form will be filled, signed, stamped, scanned and uploaded as per the format and specs given in **Appendix 'D, E & G'**.

(aab) Table clearly specifying the make model of all the items being supplied as a part of the proposed solution by the bidder, alongwith reference to data sheets, certifying compliance with all the technical qualitative requirements in the TE.

(aac) Qualification/Eligibility criteria as per **Appendix 'E'**

(ah) OEM authorization certificate as per **format enclosed**.

(aj) Any other details, as considered necessary by the vendor/firm and relevant to the project may also be enclosed.

(ii) **Folder – II.** Folder - II will contain the Commercial bids and will consist of the following documents which will be submitted online:-

(aa) Commercial bids will be submitted in the form of '**BOQ**' (Bill of Quantities) a per format attached at to TE.

(ab) Scanned copy of "Additional Charges/ Discounts" clearly bringing out the details of items with **Financial implications** on the bid as per the format attached at **Appendix "B"** to the TE.

### 3. **Time and date for opening of Bids:** -

(a) Date : **09/11/2018** ( DD/ MM /YEAR).

(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.)

(c) The technical Bid would be opened only on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after technical evaluation is done by the Buyer.

4. **Location of the Tender Box** A tender box duly marked with the title of the RFP shall be available at the office of Army Headquarters Computer Centre for deposition of the documents as per paragraph 2 (a) till the last time and date for depositing the bids. Only those documents as per paragraph 2 (a) that are found in the tender box will be opened. Documents as per paragraph 2 (a) dropped in the wrong Tender Box will be rendered invalid.

5. **Place of Opening of the Bids** The bids would be opened by a Board of Officers constituted for the purpose at the office of the Army Headquarters Computer Centre. The Bidders 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 Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two-Bid System (Technical and Commercial).**

(a) The Technical Bids shall be opened as per critical date sheet mentioned in Para 1 of Part I of 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 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 authorized by him to do so.

(d) **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 attached as **Appendix 'C'**.

7. **Pre Bid Meeting.**

(a) **Clarification Regarding Contents of the TE.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents. A pre-bid meeting will be held at Army HQ Computer Centre, B Wing Basement, Sena Bhawan, New Delhi at **1200** hours on **18 Oct 2018** to answer any queries or clarify doubts regarding submission of your Proposal, in which your representative is required to attend. Necessary details of your representative(s) may be sent one week in advance to the above address/Tele No, to facilitate obtaining of security clearance.

8. **Modification and Withdrawal of Bids.** A bidder 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 a signed 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 may be 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 Bidder's forfeiture of Earnest Money Deposit (EMD).

9. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. **Rejection of Bids.** Canvassing by the Bidder 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 bidders 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 TE and no change in any term or condition by the bidders will be acceptable. Conditional tenders will be rejected. Alteration, if any, in the tender document should be attested properly by the bidder with signature and stamp, failing which the tender will be rejected. Certificate of Acceptance of all Terms and Conditions of the RFP as per **Appendix 'A'** will be enclosed. Bids without the above certificate are liable to be rejected.

11. **Unwillingness to Quote.** Bidders 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 Bidder may be delisted from the list of bidders empanelled for the given range of items and services as mentioned in this RFP.

12. **Validity of Bids.** The Bids should remain valid till 180 days i.e **07/05/2019** (DD/MM/YEAR) from the date of Tender Box Opening.

13. **Earnest Money Deposit.** Bidders 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 bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder 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 Bidders 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 bidder 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 is as follows:

(a) The turnkey project includes the following as per details given:-

<b><u>Ser No</u></b>	<b><u>Item</u></b>	<b><u>Quantity</u></b>	<b><u>Remarks</u></b>
(i)	Digital Certificate Lifecycle Management Solution	01 x Enterprise License (for DC, DR and NLDC)	
(ii)	OCSP Responder	01 x Enterprise License (for DC, DR and NLDC)	
(iii)	Time Stamping Server	01 x Enterprise License (for DC, DR and NLDC)	
(iv)	Installation and Commissioning Charges for hardware components	One Time (To include commissioning at DC, DR and NLDC and a Test Setup at AHCC)	
(v)	Cost of Audit as per CCA guidelines - Audit to be conducted by a CCA empanelled auditor	03 x Audits (including Certification Audit, upto 3 yrs of warranty)	
(vi)	Hardware Security Module	04	
(vii)	Servers for Root CA with virtualisation platform compatible with existing infrastructure and manageable from existing management console	02 x 02 (02 each at DC & DR)	
(viii)	Servers for Sub CA with virtualisation platform compatible with existing infrastructure and manageable from existing management console	02 x 02 (02 each at DC & DR)	
(ix)	NPL Clock Receiver	02	
(x)	Biometric Authentication for CA Servers	02 (To cater for Biometric authentication for CA Servers at DC & DR)	
(xi)	Strong Room Enclosure as per CCA guidelines for DC & DR	02 (01 each at DC & DR)	
(xii)	USB Tokens	40,000	
(xiii)	External Tape Drive	2	
(xiv)	Installation and Commissioning Charges for software components	One Time (Include commissioning at DC, DR and NLDC and a Test Setup at AHCC)	
(xv)	Training Charges	4 training capsules, each of min 01 week duration to a total of 12 individuals	

(b) **Project involves the following**

<b><u>Ser. No</u></b>	<b><u>Deliverables</u></b>	<b><u>Remarks</u></b>
(i)	Detailed planning and finalization of establishment of CCA certified CA at AHCC, in accordance with the CCA Guidelines.	To be finalized between the Bidder, User in accordance with CCA
(ii)	Preparation of site for establishment of CCA certified CA at Central Data Centre (CDC) and Disaster Recovery (DR) site (at Pune), as per the CCA guidelines on the subject.	
(iii)	Delivery and installation of hardware as per requirement of the proposed solution by the successful bidder.	As per Bill of Material
(iv)	Delivery and Installation of CA Digital Certificate Life Cycle Management Solution along with Hardware Security Module. This would also include requisite integrating the CA framework with existing infrastructure at AHCC. Facilitating integration of applications requiring digital signatures, authentication based on digital certificates. This would also involve setting up of RA at upto 10 locations, wherein the hardware for RA client will be provided by the buyer.	At CDC and DR Site
(v)	Delivery, installation and setup of a test set-up comprising of CA solution components at CDC for training purpose.	Bidder to cater for atleast 02 x PCs for the test setup
(vi)	Documentation of the Policies, Certificate Practice Statement (CPS) as per CCA guidelines on the subject.	To be published on Army Data Network
(vii)	CCA Audit of the setup to include any changes/modifications as desired/ directed by the designated auditor. In case there is a requirement of the CCA authorities to be taken to the Central Data Centre, DR Site and NLDC, for certification, the responsibility and all related expenses will be borne by the bidder/ vendor.	Bidder would ensure certification of the CA framework by CCA as a part of implementation, in accordance with CCA.
(viii)	Establishment of the CA framework for army data network.	
(ix)	Training & Knowledge Transfer as per the details given at para 2 (d)	
(x)	On Call – On Site support for any trouble shooting, modification and integration to be catered for by the bidder, for the duration of Warranty.	For the warranty period of three years from the date of ATP.

2. **Technical Details**

(a) Technical details with technical parameters with specification is attached as per **Appendix 'D'**.

(b) All bidders may be required to procure a sample of the said items 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 Bidder is unable to produce the items within the stipulated period, or if the solutions / equipment's does not confirm to the laid down specification and/or performance parameters, than the Technical Evaluation Committee (TEC) reserves the right to disqualify/reject the bid.

(c) **Qualification/Eligibility Criteria** As per **Appendix 'E'**.



(d) **Training.** 4 training capsules (2 x User Training capsule for RAs and 2 x Administrator Training Capsule), each of minimum 01 weeks duration to a total of 12 individuals in managing the solution will be catered for by the Bidder at the user premises within one year of the ATP. The training shall be on the following aspects: -

- (i) Basic/Advanced System Administrator training on functional aspect of the entire solution to be provided. It shall also cover system software & hardware configuration.
- (ii) A detailed syllabus for training on each of the supplied components 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) Training and Installation documents specific to the installation, management of hardware and integration solution implemented at the Buyer location shall be prepared during the implementation phase and shall form part of deliverables at the time of Acceptance Testing.

(e) **Installation/Commissioning.** Installation/commissioning will involve installation and integration of Certificate Authority Solution with existing system. **Implementation/commissioning and integration of the hardware delivered in the project with the existing infrastructure shall be carried out by the bidder.** This shall include the following:-

- (i) The complete installation, configuration and integration of each of the items supplied with the existing Data Centre setup at Army Headquarters Computer Centre.
- (ii) Configure & Implement Enterprise Certificate Authority and Certification from CCA of India.
- (iii) Any additional Software/ Operating System/ Database licenses required for implementing the complete solution has to be catered for by the bidder. Further details can be obtained from Army Headquarters Computer Centre on requirement basis.

(f) **Hardware Acceptance Testing.** Delivery of hardware will be at site i.e. for CDC and NLDC, at Army Headquarters Computer Centre, Sena Bhawan, New Delhi and for DR site, at Pune. The system will be subjected to an acceptance testing procedure, to test individual components and successful integration of all components. The bidder 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 bidder 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.** The user will order a board of officers to carry out the ATP. Test data would be collected by the BIDDER and he would be required to submit ATP document jointly signed by user and the bidder's authorized representative.

(g) **Inspection.** 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.

(h) **Software/ Firmware Updates.** Bidder will guarantee provision of all software/ firmware updates and upgrades for a period of three years from the date of ATP (warranty period), free of cost. The updates and upgrades for a period of four years after expiry of warranty period would be on a chargeable basis. However during warranty it will be given free of cost. If any upgrade is provided free by the OEM, the same will be passed on to the user free of cost.

3. **Two-bid System.** As Two-bid system is being followed, bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the format given in **Appendix 'D, E & G'** with the Technical Bid.

4. **Delivery Period.** 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** for acceptance within **8 weeks** of placement of Supply Order at AHCC, New Delhi.

(b) **Installation and integration** of entire solution at AHCC Data Centre and DR site along with necessary documentation within **16 weeks** of placement of Supply Order at AHCC, New Delhi.

(c) Certification by CCA to include any modification as desired for the same and **ATP of the project** within **22 weeks** of placement of Supply Order.

5. **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.

6. **Confidentiality of the Project** Bidder shall ensure confidentiality of the project and shall not disclose any information gained by Bidder 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 Bidder or any study carried out by Bidder directly or indirectly, to any person or company or institution or press. All persons of Bidder Company authorized by Bidder Company, who are associated with this project, shall sign a Confidentiality Certificate, countersigned by an authorized signatory of Bidder Company with the Company seal duly affixed as per **Appendix 'H'**. This shall be handed over to Army Headquarters Computer Centre prior to commencement of the project.

7. **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**

### **PART III – STANDARD CONDITIONS OF RFP**

The Bidder 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 Bidder (i.e. Bidder in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law** 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. **Effective Date of the Contract** 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. **Arbitration** 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 or 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 Bidder. Further reference is available in MoD website and can be provided on request).

4. **Penalty for use of Undue Influence.** The Bidder undertakes that he has not given, 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 Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offers by the Bidder 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 Bidder and recover from the Bidder 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 Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder 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 Bidder 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.

5. **Agents / Agency Commission:** The Bidder confirms and declares to the Buyer that the Bidder 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 Bidder; 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 Bidder 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 Bidder 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 Bidder will be liable to refund that amount to the Buyer. The Bidder 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 Bidder 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. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Bidder 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 Bidder, 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/ Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages (LD).** In the event of the Bidder'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 BIDDER 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. **Consequential Damages.** Consequential damage will be imposed over and above LD, which will be 0.25 % of the Supply Order price of the undelivered stores for each week of delay not exceeding 5% of the Supply Order cost of the undelivered stores.

10. **Termination of Contract.** 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 Bidder is declared bankrupt or becomes insolvent.
- (b) 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.
- (c) The Buyer has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (d) As per decision of the Arbitration Tribunal.
- (e) **Ban on Dealings.** When the misconduct of a firm or its continued poor performance justifies imposition of ban on business relations with the firm, action shall be taken by the appropriate authority after due consideration of all factors and circumstances of the case and after giving due notice.

11. **Notices.** 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.

12. **Transfer and Sub-letting.** The Bidder 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.

13. **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 Bidder 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 Bidder 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.

14. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

15. **Taxes and duties.** GST as per actuals

## **PART IV - SPECIAL CONDITIONS OF TE**

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

1. **Performance Guarantee.** The Bidder 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 in MoD website.

2. **Payment Terms.** It will be mandatory for the Bidders 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 Bidders 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) 50% of total project cost excluding cost of training will be paid on delivery of the hardware/software licenses at AHCC, New Delhi. Payment will be released when a certificate to this effect is issued by AHCC.

(b) 30% of the total project cost excluding cost of training will be paid on satisfactory acceptance of the hardware and installation and integration in the networking environment on the existing Intranet at AHCC, New Delhi. Payment will be released when the ATP certificate to this effect is issued by AHCC.

(c) 20% of the total project cost excluding the cost of training will be and cost of training would be paid 3 months after completion of the ATP. Payment will be released when a certificate to this effect is issued by AHCC.

(d) Cost of training will be paid after the successful completion of all batches of training as given in the RFP. **Bidder is required to quote a realistic cost of training, failing which, the bid would be rejected.** Payment will be released when a certificate to this effect is issued by AHCC.

3. **Advance Payments.** No advance payment(s) will be made.

4. **Paying Authority.** The paying authority is Principal Controller of Defence 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 / Seller's bill.

(b) Ink-signed copy of Commercial invoice / Seller'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) Relevant documents/proof of payment in support of the claim for statutory and other levies, 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.
- (h) Exemption certificate for Excise duty / Customs duty, if applicable.
- (j) Bank guarantee for advance, if any.
- (k) Guarantee / Warranty certificate.
- (l) Performance Bank guarantee / Indemnity bond where applicable.
- (m) 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.
- (n) 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).
- (o) Any other document / certificate that may be provided for in the Supply Order/Contract.
- (p) User Acceptance.
- (q) Xerox copy of PBG.

5. **Fall Clause.** The following Fall Clause will form part of the contract placed on successful Bidder: -

- (a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of State government or any statutory undertaking the Central or State government as the case may be during the period or till the performance of all Supply Orders placed during the currency of the rate contract is completed.
- (b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchase/Contracting Authority and the price payable under the contract for

the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

- (i) Exports by the Bidder.
- (ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Deptt, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (i),(ii) and (iii) of Sub-para (b) above details of which are given below -.....”.

## 6. **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 Bidder 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 SELLER 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 SELLER 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 BIDDERS. Such recoveries shall not exceed 20% of the value of the contract.”



7. **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.

8. **Local Maint Service and Engineer Support.** For the major component of the project, it will be mandatory for the Seller/ 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 Bidder will be physically verified by the TEC, if required. In the event the service and support capability provided by the Bidder is found to be in deviation to as claimed or unacceptable in terms of capabilities to the buyer the bids of the bidder are likely to be rejected.

9. **Electronic Clearance System (ECS).** ECS authorisation cum banker's certification form attached at **Appendix 'J'** is required to be filled and authorised by the concerned bank. It is mandatory to submit ECS mandate with the Tender Enquiry.

10. **Specification.** The Seller 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 Bidder before supply to the Buyer. The Bidder, 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 alongwith 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.

11. **OEM Certificate.** Following will be provided by the bidder failing which the bid will tend to be rejected:-

(a) All bidders who are not OEMs of the equipment they are offering, shall produce ink signed certificates from the respective OEMs, giving reference of this Tender Enquiry, authorizing the bidder 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 bidder 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 Bidder 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 bidder being black listed and / or barred from participating for any future tender of this Headquarters.

12. **Export License.** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

13. **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 Bidder's country or specifications enumerated as per RFP. The Seller confirms that the stores to be supplied under this supply order shall be new i.e. not manufactured before year of supply order, 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 Bidder in the past if any. The Bidder 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.

14. **Transportation.** The transportation of all the items as per the RFP will done on site at locations of CDC and NLDC at Sena Bhawan, New Delhi and DR Site at Pune, will be the responsibility of the successful bidder. All the expenses to ship/ shift the equipment to the requisite locations will be borne by the vendor and approval from the user will be taken prior to shifting of any equipment from the user premises.

15. **Packing and Marking** The following packing and Marking clause will form part of the contract placed on successful Bidder: -

(a) The Seller shall provide packing preservation of the equipment and spares/ goods contracted so as to ensure their safety against damage in the

conditions of land, sea and air transportation, transshipment, storage handling.

(b) The packing of the equipment and spares/ goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted in the carton indicating the under mentioned details of the items contained in the carton.

- (i) Part Number:
- (ii) Nomenclature:
- (iii) Quantity contracted

(d) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/ goods from the damage to deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

16. **Quality Assurance.** After the Supply Order is finalized, the Seller would be required to provide the Standard Acceptance Test Procedure (ATP). Buyer reserves the right to modify the ATP. Seller 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.

17. **Inspection Authority** The Inspection will be carried out by a board of officers detailed by the competent authority for the same.

18. **Joint Receipt Inspection** A joint inspection will be carried out by the board so detailed for the purpose, representative of the SI and representative of the OEM, both suitably qualified to conduct the inspection. Only after a successful inspection, would the board detailed for the same will be deemed completed. Any damage to equipment or items during the course of inspections will be the responsibility of the bidder/ seller.

19. **Claims** The following Claims clause will form part of the contract placed on successful bidder.

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Bidder as per Form DPM-22 (available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Bidder as per Form DPM-23 (available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Bidder along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Bidder will settle the claims within 45 days from the date of the receipt of the claim at the Bidder's office, subject to acceptance of the claim by the Bidder. In case no response is received during this period the claim will be deemed to have been

accepted.

(e) The Bidder shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Bidder's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Bidder or payment of claim amount by Bidder through demand draft drawn on an Indian Bank, in favour of Principal Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Bidder's representative stationed in India.

20. **Franking clause.** The following Franking clause will form part of the contract placed on successful Bidder: –

(a) **Franking Clause in the case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) **Franking Clause in the case of Rejection of Goods.** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

21. **Warranty and System Maintenance.** The bidder 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, performance for a period of **36 months** from the date of completion of ATP which will be **free of cost**. During warranty period, maintenance of all stores including replacement and repair/fault rectification shall be undertaken by the Bidder, who will be responsible for the maintenance/preventive maintenance of the complete system. Bug fixes of the firmware along with free upgrade releases will be provided onsite by the bidder. The broad support which will be provided by the bidder 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 Bidder warrants for a period of **three years** from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, 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) **Penalty Clause** If within the period of warranty, the goods are reported by the Buyer have failed to perform as per the specifications, the Bidder shall either replace or rectify the same free of charge, on notification of such defect received by the Bidder, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. The replacement/ rectification shall be carried out within a time frame such that serviceability of 99% is maintained at all times. Warranty of the equipment would be extended by such duration of downtime. 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 Bidder. The Bidder should also diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or damage due to transportation of the goods during the warranty period, at the cost mutually

agreed to between the Buyer and the Bidder.

(d) Serviceability of 99% per year is to be ensured. Required spares to attain this serviceability may be stored at site by the Bidder at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD 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 LD for major failure resulting in non availability of CA services will be 5% per day. The above LD will be recovered from the Bank Guarantee. These deductions will be over and above the extension of warranty period as given at para 21 (c) above. In case of any system/sub system 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 Bidder, which will be deducted from the Bank Guarantee due to Bidder

(e) The Bidder 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 Bidder at his risk and cost within 30 days of being intimated.

(g) Analysis and bug fixing for application software when notified.

(h) Provision of free patches/updates and upgrades for software.

(j) Free replacement of all hardware, networking components and other equipment supplied by the bidder, in case of crash/faulty equipment. No faulty hard disks or any kind of storage device will be returned due to security reasons.

(k) The bidder shall provide onsite L2 level OEM certified engineer support on call within six hrs for the complete three years warranty duration with under mentioned qualifications: -

(i) Should 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. If required, Qualification certificates can be called for inspection by the Buyers Project Officer.

(iii) Should have at least 2 years work experience in similar environment.

(iv) Restoring the system in the event of crash.

(v) Monthly onsite visit by engineer to check 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 OS.

(ad) System backup.

(l) The system will be considered down except the following:-

(i) Power failure, not attributable to system provided by the Bidder.

(ii) Media failure.

(iii) System down for maintenance.

22. **Product Support.** The successful Bidder will provide following product support.

- (a) The Bidder agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, for a maximum period of seven (07) years including three (03) years of warranty period after the delivery of stores.
- (b) The Bidder agrees to undertake Maintenance Contract for a minimum period of four (04) years, extendable till the complete Engineering Support Package is provided by the Bidder after completion of three years of warranty period.
- (c) 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 Bidder and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.
- (d) Any improvement/modification/ upgradation being undertaken by the Bidder or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Bidder to the Buyer and, if required by the Buyer, these will be carried out by the Bidder at Buyer's cost.
- (e) The BIDDER agrees to undertake the repair and maintenance of the equipment, test set up, assemblies/sub-assemblies and stores supplied under this contract for a period of four (04) years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Bidder and the Buyer.

## **PART V - EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria.** 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 Bidders 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 Bidders 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 Bidder as per the Price Format given at **BOQ**.
2. **Consideration of Duties and Taxes in the Evaluation Process.** The bidders are required to spell out the GST as per actuals.
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. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
5. **The L1 Bidder will be decided on the total basic cost excl taxes.**

**Appendix A**

(Ref Para 2(a) (ii) of Part I to Tender  
No. PC-621/AHCC/Est of CA for Indian  
Army/TAG Projects/58 dt 11 Oct 2018)

**TENDER CONDITIONS ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_

**SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.**

Tender Reference No: \_\_\_\_\_

Name of Tender/Work: -

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned  
“Tender/Work\_ from the web site(s) namely:-

\_\_\_\_\_ as per your  
advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I / we have read entire terms and conditions of the tender 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/ organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. 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 full said Earnest Money Deposit absolutely and we shall not have any claim/right against dept in satisfaction of this condition.

7. The Technical and Commercial Bids are valid upto \_\_\_\_\_  
**(Fill date a minimum of 180 days from the opening of Tender Box).**

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)



**Appendix B** (Ref Para 2 (b) (ii) (ab) to  
Tender No. PC-621/AHCC/Est of CA for  
Indian Army/TAG Projects/58  
dt 11 Oct 2018)

**ADDITIONAL CHARGES/DISCOUNTS**

It is hereby certified that no Additional Charges Levied or Any Discounts Offered from the prices quoted in the enclosed BOQ, which will have financial implication on the bid value quoted by me.

OR

The following additional Charged Levied / Discounts Offered over and above the prices quoted in the BOQ which will have financial implication on the bid value quoted by me

- (i)
- (ii)
- (ii)

Signed by:

Date:

Official stamp:

**Notes:-**

1. Please strike out whichever is not applicable.
2. The certificate will be signed by the owner of the firm or any person auth to do so on behalf of the owner.

### **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 eToken/ 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 eToken/ 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 docu 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\_40926.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 be viewable by unauthorised 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 authorised 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 contact over phone: 1-800-233-7315 or send a mail over to – ccppp-nic@nic.in.
30. All the pages of Technical Bid and unfilled commercial should have been duly signed by the bidder/auth rep and hard copy will be submitted in the office of TIA.
31. 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 D**

(Refer to Para 2 (a) to Tender No. PC-621/AHCC/Est of CA for Indian Army/TAG Projects/58 dt 11 Oct 2018)

**TECHNICAL BID**

**MUST MENTION COMPLIED & INCLUDED (CI) OR NOT COMPLIED (NC)**

**QUALITATIVE REQUIREMENT FOR INSTALLATION OF CERTIFICATE AUTHORITY  
FOR INDIAN ARMY AT ARMY HEADQUARTER COMPUTER CENTRE**

<b><u>Ser No</u></b>	<b><u>Nomenclature</u></b>	<b><u>Compliance Yes/No</u></b>	<b><u>Remarks</u></b>
1.	<b><u>Digital Certificate Lifecycle Management Solution (Minimum Specifications)</u></b>		
(a)	<b><u>Platform support</u></b>		
(i)	Solution Software must support Windows Server 2012/ 2016 or higher or Red Hat Linux Enterprise 7 or higher.		
(ii)	Solution Software must support MS SQL 2012 or Oracle 11g or any underlying RDBMS.		
(iii)	Solution must support LDAP v3 directories, if user data is stored in an X.500 directory.		
(iv)	A High Availability configuration should be supported with redundancy throughout the server systems.		
(v)	The solution must be properly scalable up to 2 million of users.		
(vi)	There should be a mechanism for monitoring, such as SNMPv3/ Syslog.		
(vii)	Each component should create error logs with configurable log level and a well-defined syntax.		
(b)	<b><u>CA features</u></b>		
(i)	It should be possible to run any number of CAs in any hierarchy in the same system. The CAs should possibly have different CA policies.		
(ii)	It should be possible to assign registration officers to individual CAs or user domains and visibility/ usability of user data should be limited to assigned CA or user domain.		
(iii)	The CA should be able to publish CRLs and certificates in any number of distribution points using LDAP/HTTPS protocol. The publication address must be configurable for each CA.		
(iv)	CRLs should be supported with configurable format, issuing period etc. Mechanism should be in place for publishing revoked certificates on real time basis/ occurrence.		

(v)	OCSP should be supported with “immediate” revocation information, i.e. revocation information should be available without latency.		
(vi)	End entity certification according to individual policies.		
(vii)	Signature algorithms: RSA, RSASSA-PSS and ECDSA should be supported with SHA-2 of 256, 384 and 512. Key algorithms should be supported with key lengths as SHA-1, SHA-224, SHA-256, SHA-384, and SHA-512		
(viii)	Key Algorithms: DSA, ECDSA, RSA and RSASSA-PSS.		
(ix)	End entity key management: It should be possible to encrypt, archive and recover end entity private keys (typically encryption keys).		
(x)	Support of multiple HSMs (over PKCS#11 or JCE) for storing CA private keys and all other system keys.		
(c)	<b><u>CA management</u></b>		
(i)	The product must offer centralized, secure management of CAs, policies and configuration data with GUI support.		
(ii)	CA key management, Root-CA and Sub-CA certification, CA policy management: It should be possible to manage any number of CAs in any hierarchy in the same system. The CAs should possibly have different CA policies		
(iii)	It should be possible to define the CA policies with high granularity: certificate and CRL formats and contents, validity, revocation services (OCSP and/or CRL and/or deltaCRL, distribution point address), algorithms.		
(iv)	It should be possible to define an individual policy for each CA.		
(v)	Cross certification should be supported in both directions: internal CA to certify external CA and vice versa in PKCS#10 procedures.		
(vi)	Policies for end entity certification (validity, certificate formats and contents, algorithms etc.) should be defined with high granularity for maximal flexibility. It should be possible to add private extensions.		
(d)	<b><u>Certificate management interfaces</u></b>		
(i)	SCEP should be supported. Only authorized (registered) SCEP devices should be granted with a certificate. Renewal over SCEP should be possible without an additional registration. It should be possible to run different SCEP services for different CAs.		
(ii)	CMP should be supported – System should support certificate enrolment part of Certificate Management Protocol (CMP) v2.		
(iii)	There should be a powerful API (preferably Web Services protocol) that supports certification, revocation for any end entity as well as to retrieve user and certificate information. The API should be access controlled.		

(e)	<b><u>Certificate and (Credential Management)</u></b>		
(i)	The system must support storing keys and certificates on smart cards, smart USB token, in PKCS#12 files and import them into the Windows certificate store of the end user device.		
(ii)	The system must support generating certificates based on PKCS#10 requests.		
(iii)	The system must support delegated certificate issuing, revocation, renewal, temporary replacement, permanent replacement.		
(iv)	Smart card and token products of leading OEMs/ Vendor must be supported and lock-in must be prevented by multi-card/ token support		
(v)	The system must support end-user self-service functions for credential management tasks that can be performed by end users: issuing, revocation, renewal, replacement as reasonable for different credential types.		
(vi)	During certification and smart card/ token issuing, it must be possible search and retrieve user data from one or more LDAP type of directories.		
(vii)	Delegated credential management and end-user self-services should be supported over a web based GUI.		
(viii)	It should be possible to notify users (managers and end users) about tasks they should do due to various events, like if their certificates are about to expire, they receive new credentials, etc. If applicable, notifications should include an URL to visit the appropriate service resource. Notifications should be optionally repeated until the user does not perform the required action or the time period for acting expires.		
(ix)	There should be alternative authentication methods to log in to the delegated management system in case of emergency (card not available, expired, PIN forgotten etc.) The services that can be used must be configurable according to the assurance level of authentication.		
(x)	The input fields displayed in the Registration Authority client should be configurable so that selecting a different Token/ card procedure can change the fields displayed and/or the look of the input fields panel.		
(f)	<b><u>Security</u></b>		
(i)	With GUI support, it should be possible to define roles with various permissions (CA management, end entity management, audit, registration, publication, revocation, key recovery, etc.) and assign users to role.		
(ii)	Access to data and services should be controlled according to the roles.		
(iii)	Users are required to authenticate with certificate-based strong two-factor authentication.		
(iv)	All relevant user actions (e.g. registration, certification, revocation etc.) should be logged in a digitally signed revision safe audit trail (transaction log), which is audit-able. Relevant actions require commitment signatures of the user(s). Critical actions (e.g. CA management) require commitment signatures of more than one officer.		

(v)	The CA security architecture must underlie a successful security evaluation (like Common Criteria) or the Digital Certificate Lifecycle Management Solution should have undergone third party penetration testing/ ethical hacking tests and proof of audit certificate should be produced.		
(vi)	System credentials should be confidentiality and integrity protected.		
(vii)	System configuration should be integrity protected.		
(viii)	All sensitive tasks should require 4-eyes-principle		
(g)	<b><u>Scalability and Reliability</u></b>		
(i)	Should be scalable to atleast 50 of hosted CA with support to multiple concurrent HSMs		
(ii)	Should support Production rate of atleast 15-20 certificate requests per second for RSA 2048 bit keys.		
(iii)	Should support Active-Active or Active-Passive type of high availability ensuring sub components that can be multiplied to match performance and fault tolerance needs.		
(iv)	Should allow distributing Certificate Management services (certificate issuing, CRL generation, LDAP distribution, DB) to different physical/logical servers for greater scalability		
(h)	<b><u>Interoperability</u></b>		
(i)	Support for all relevant PKIX standards PKCS #1, #5, #7, #8, #9, #12, #15		
(ii)	Support for different certificate profiles based on X.509 Public Key Certificates.		
(iii)	Support Cross certification and CA hierarchies with all major CA vendors and service providers.		
(iv)	SDK to customize certificate enrolment, certificate revocation, to fit army data network environment.		
(j)	<b><u>Interfaces</u></b>		
(i)	Web Services - Common interface (SOAP) to enable easy integration		
(ii)	SDK - client API with Registration, authorisation, all registration functions should be available		
(iii)	SCEP - Simple Certificate Enrolment Protocol for network devices (Router, VPN, firewall, security gateway etc)		
(iv)	Certificate Management Protocol support for both Initial enrollment request and update requests for certificate renewal.		
(v)	API: Plug-In interface for Registration Authority client		
2.	<b><u>OCSP Specification</u></b>		
(a)	INDIAN ARMY CA shall support an OCSP capability using the GET or the POST method for DSC issued		
(b)	INDIAN ARMY CA SHALL operate OCSP capability to provide a response time of ten seconds or less under normal operating conditions		
(c)	OCSP responses MUST be signed by an OCSP Responder whose Certificate is signed by the CA or its sub CA that issued the Certificate whose revocation status is being checked		
(d)	OCSP responder certificate and subscriber certificates shall comply with latest version of interoperability Guidelines for Digital Signature Certificates issued under Information Technology Act		



<b>3.</b>	<b><u>Time Stamping Server</u></b>		
(a)	Indian Army is required to operate Time Stamping Services as per CCA guidelines.		
(b)	The CA shall not issue a Time stamping certificate other than for its own time stamping service.		
(c)	Time stamp tokens shall be in compliance with RFC 3161.		
(d)	The time values the Time Stamping services used in the time-stamp token shall be traceable to a Standard Time Source in India		
(e)	Audit log files shall be generated for all events relating to the security of the Time Stamping services.		
<b>4.</b>	<b><u>Hardware Security Module</u></b>		
(a)	Should have support for Windows, Linux, Virtual: VMware, Hyper- V etc.		
(b)	Should support TCP/IP interfaces		
(c)	Should comply to standards like FIPS 140-2 Level-3 and/or ISO/IEC 19790:2012 Level 3, CC EAL4+ etc		
(d)	Keys should be secured by HSM at all times. OnBoard Key Generation. Almost unlimited Keys should be protected by HSM in accordance to FIPS Level3		
(e)	Compatibility should be PKCS#11, CAPI, OpenSSL, JCE/JCA.		
(f)	<u>Algorithm Support:</u>  Asymmetric: RSA (1024-8192), DSA (1024-3072), Diffie-Hellman, Elliptic Curve Cryptography (ECDSA or ECDH or ECIES) with named, user-defined and Brainpool curves Symmetric: AES, CAST, DES, Triple DES, ARIA, SEED Hash/Message Digest/HMAC: SHA-1, SHA-2 (224-512),		
(g)	Published API for various above functionalities for integrating with the Application software		
(h)	Contents should be securely stored on Backup Tokens/Smart Cards to simplify backup, cloning, and disaster recovery or contents should be securely stored in encrypted files with key split/ split forms to simplify backup, cloning and disaster recovery.		
(j)	On board Crypto Algorithm for support of RSA up to 2048 bit keys, DES, 3DES and ECC curves (as per CCA guidelines)		
(k)	24x7 telephone/email OEM support (or through certified partners) infrastructure based out of India		
<b>5.</b>	<b><u>USB Tokens</u></b>		
(a)	Support for 32 and 64 bits machines.		
(b)	Minimum 64Kb secure memory for storing multiple digital signature Certificates		
(c)	On board Crypto Algorithm for support of RSA up to 2048 bit keys, DES, 3DES and ECC curves (as per CCA guidelines).		
(d)	Hash Algorithm support for minimum SHA-256		
(e)	Middleware Support for PKCS#11 v2.01, v2.11, X.509 v3 certificate storage		
(f)	FIPS 140-2 Level 2/3 Security Certification		
(g)	Common Criteria CC 4/4+ or above for chip		
(h)	True Random Number Generator (TRNG) as per NIST SP 800 or ANSI X9.31 PRNG		

(j)	OS should support standard platforms like Java 3.0/Higher or .NET or Sun Solaris		
(k)	Compliance to PC/SC and USB 2.0 (CCID1.0 compatible).		
(l)	No method to extract, view and access the private key		
(m)	Hard tamper-proof body as one unit		
(n)	USB token attached with a key ring based plastic dog-tag		
(o)	A unique Serial Number should be pre-printed/engraved on it		
(p)	Memory data retention should be at least 05 years		
(q)	All executables related to crypto operation should be on ROM only		
(r)	Single unit Packaging containing Crypto USB Token, middleware/driver CD and dog-tag should be provided		
(s)	SDK and API should be made available with User Guide		
6.	<b><u>Server Specifications (Minimum Required, Bidder to propose as per the solution).</u></b>		
(a)	Servers for Sub CA should support virtualization, include the necessary license as required for the CA solution. The virtualisation platform should be compatible with the existing infrastructure and manageable from the existing management console at AHCC.		
(b)	Root CA server has to be physical and should be proposed accordingly. However it should support virtualization, include the necessary license as required for the CA solution. The virtualisation platform should be compatible with the existing infrastructure and manageable from the existing management console at AHCC.		
(c)	02 x Latest Generation 64 bit x86 CPU having at least 12 cores each with min 2.1 Ghz Clock speed and supports Hyper threading.		
(d)	<u>System Form Factor</u> . Space optimized, rack mounted 2RU or better design		
(e)	Proposed processor supports secure data encryption and decryption based on Advance Encryption Standard (AES)		
(f)	<u>Main Memory</u> . Minimum 64 GB DDR4 with DRAM Sparing, ECC registered DIMMs upgradable to maximum of 512 GB with the same memory module		
(g)	<u>Interface Ports</u> . 1xDual port 1G Ethernet and 1xdual port 10Gb Base T, At least 2 or more USB ports; 1xDedicated out of band management port , 1xDual port 8/16 GB HBA		
(h)	PCIe should support Gen3 and Min 1 PCI slots should be available for future requirement after populating required interface		
(j)	Internal disk 3 x 1.2TB SAS disks in RAID 5 configuration		
(k)	Optical Drive DVD RW Drive or better		
(l)	Remote Management should support SSH, Web GUI and IPMI based access		
(m)	Key RAS Features. Hot-pluggable disk drives ,power supplies and N+1 redundant fan		
(n)	Power Supply. 2 x Hot plug Power Supply providing 1+1 redundancy		
(o)	<u>Monitor</u> . 17" TFT Monitor		
(p)	<u>Keyboard and Mouse</u> . 104 Keys Keyboard and scroll mouse		

<b>7.</b>	<b><u>External Tape Drive</u></b>		
(a)	LTO Ultrium Half-Height Ultrium 5TB Tape Drive		
(b)	LTO tape drive technology capable of storing up to 5TB (compressed 2.5:1) per cartridge		
(c)	Offered LTO7 drive in the Library shall conform to the Continuous and Data rate matching technique for higher reliability.		
(d)	Offered LTO7 drive shall support 100MB/sec in Native mode 5 Support for LTFS and AES 256-bit hardware data encryption easy-to-enable security to protect the most sensitive data and prevent unauthorized access of tape cartridges.		
(e)	Shall be providing with SAS-based LTO Ultrium models with SAS cable which allows direct attach from embedded SAS controller. The HBA/interface/cables/licenses required for Server Connectivity to be supplied along with the Server Type-2 components in this document.		
(f)	Tape drive should support monitoring and management capabilities		
(g)	Tape drive should support with software which can predict and prevent failures through early warning and shall also suggest the required service action.		
(h)	Offered Software also have the capability to determine when to retire the tape cartridges and what compression ratio is being achieved		
<b>8.</b>	<b><u>NPL Clock Receiver</u></b> As per existing Industry standards to meet CCA guidelines on the subject		
<b>9.</b>	<b><u>Biometric Authentication for CA Servers</u></b> As per existing Industry standards to meet CCA guidelines on the subject		
<b>10.</b>	<b><u>Strong Room Enclosure</u></b> As per CCA guidelines on the subject		

**Appendix E**

(Refer to Para 2(c) of Part II to Tender No. PC-621/AHCC/Est CA for Indian Army/TAG Projects/58 dt 11 Oct 2018)

**QUALIFICATION/ ELIGIBILITY CRITERIA****1. Criteria for Bidder (SI)**

<b>S.No</b>	<b>Criteria</b>	<b>Compliance</b>	<b>Documents to be provided by SI</b>
(a)	<b>The average annual turnover for last three years should be at least 6 Crores in the past 3 years.</b>		1. Balance sheet, P&L statement of last three financial years, latest valid TIN/ITCC and sales tax registration.
(b)	The SI should not have suffered any financial loss for more than one year in the last three financial years.		2. Audited Financial Statements for the years 2015-16, 2016-17 and 2017-18.
(c)	The SI should be willing to ensure that the complete Installation/Commissioning and training will be completed within the stipulated time frame.		A certificate signed by the SI stating their willingness to provide complete Installation/ Commissioning and training as given in the RFP within the stipulated time frame.
(d)	The SI must have successfully implemented at least two turnkey IT solutions worth atleast 5 crore each in India in last two years.		Supply Order Copies and ATP details/ Certificates to be attached.
(e)	SI must provide training as listed at para 2(d) of Part-II of RFP on each of the hardware/solution components.		Detailed syllabus as mentioned at para 2(d)(ii) of Part-II of RFP.
(f)	SI must be certified for ISO 9001:2008 Quality Management Standards.		Supporting documents
(g)	SI must be a reputed IT solution provider possessing atleast a valid CMMi Level 5, duly recognised by the CMMi Institute, Pittsburgh, PA, USA, for any of the following: Design/ Development/ Implementation/ Testing for Software.		Copy of relevant Certifications

**Appendix 'E' Contd...**

S.No	Criteria	Compliance	Documents to be provided by SI
(h)	<b>MAF Certificate.</b> In case the Bidder is not the OEM, the following will be provided by the bidders (Refer Para 13 of Part IV of TE):-		Certificates by OEM.  As per <b>Appx 'K'</b>
	(i) Copy of certificates from the respective OEMs, giving reference of this Tender Enquiry, authorizing the bidder 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 bidder by the buyer).		
	(ii) The complete contact details of the OEM (Name and designation of contact person, postal address, e mail ID and telephone & FAX numbers).		
(j)	SI should be capable of deployment and onsite support for the hardware/Solution at New Delhi. The SI should have an Office in Delhi NCR.		Undertaking certificate from SI
(k)	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
(l)	SI should guarantee to provide spares & consumables on payment for a period of seven years irrespective of AMC		Undertaking certificate from SI
(m)	SI to submit a comfort letter from HW OEM that he will fully support the SI for the successful implementation of the project		Comfort letter from HW OEM to SI
(n)	SI should conduct a system study and understand the requirement before the pre-bid meeting. The Study document will form a part of the technical solution offered and the technical bid without which the tender will be rejected. The same could be required to be presented to the user by the bidder during TEC.		Study Document.
(o)	<b>Support Engineer.</b> SI should provide an OEM Certified support engineer on call- on site at CDC, DR and NLDC as per requirement. The engineer should be atleast a Bachelors degree holder with adequate knowledge of the system and certified on the system by the OEM.		Undertaking that the same will be provided prior to delivery of items after placement of supply order.

**2. OEM Criterion**

<b>S No</b>	<b>Criteria</b>	<b>Compliance</b>	<b>Documents to be provided by SI</b>
(a)	The proposed CA Solution (Enterprise) should have been implemented and running successfully at atleast one CA under Root CA of India for last 1-2 years.		Letter from the organization where the Solution has been implemented, confirming that CA Solution has been implemented in their organization and working satisfactorily
(b)	<b><u>Malicious Code Certificate</u></b> . Certifying that the Hardware and the Software being offered, as part of the contract is not embedded with malicious code.		Certificate to be submitted as per <b>Appx L</b> .

**Appendix F**

(Refer to Para 2(f) of Part II to Tender No. PC-621/AHCC/Est of CA for Indian Army/TAG Projects/58 dt 11 Oct 2018)

**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 bidders 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. **Conduct**. 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 turn key project, hardware can only be tested once the integration of hardware is completed and proper functioning of hardware on existing infrastructure is tested and ascertained. ATP will certify that Controller of Certificate Authority (CCA) of India has certified the Certifying Authority (CA) established for Indian Army as a part of this project, to be following all the laid down procedures, policies and mechanisms.

3. **Responsibility of User**. The responsibilities of the user towards the conduct of ATP shall be as given below: -

- (a) **Test Site Readiness**. The user shall have the site readied for the conduct of ATP including adequate power points, adequate space to house & test the items, stable and well earthed power supply, tables and backup power supply 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 bidder.

4. **Responsibility of Bidder**. The bidder'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 engineers 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) Obtain the certification by Controller of Certificate Authorities (CCA) for the ibid CA framework prior to the ATP, to allow ATP to verify the same. All related coordination and movement of the CCA authorities to the above mentioned three locations, for certification, will be the responsibility of the bidder. All requisite documentation and procedural formalities will be provided by user to bidder/ vendor to do the same.

5. **Time frame for conduct**. The ATP should commence once all the components of the project have been installed and integrated with the existing Central Data Centre, DR Site and NLDC and the board should endeavor to complete the ATP as soon as possible. Integration at all the three locations will be tested and verified by the ATP board. It will also test the Disaster Recovery of the setup, wherein failover will be tested and verified. In case there is a requirement of the CCA authorities to be taken to the above mentioned three locations, for certification, all related expenses will be borne by the bidder/ vendor.

### **ATP Guidelines**

6. Some guidelines for acceptance testing of various systems are as enumerated below:-

- (a) Receipt of hardware, software and all items delivered by the Bidder against the quantities mentioned in the supply order.
- (b) Physical check of all packages and boxes.
- (c) Checking the items received as and carry out the acceptance testing of the items received.
- (d) Shipment of the hardware and peripherals to the various locations as per details given in the supply order (if applicable) under arrangements of the bidder.
- (e) Establishment of the network and installation and integration of the various components by the bidder.
- (g) Carry out acceptance testing of the network/integrated system in detail, to satisfy themselves that all individual components and the complete system are working as desired.

7. All the hardware shall be supplied with Media (CD ROM) documentation and certificate of authenticity. All licenses will be provided in soft and hard format, in folders, as per locations to assist in proper documentation and handling.

8. **Finalization of ATP Proceedings.** 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 3 of Part II to Tender No. PC-621/AHCC/Est of CA for Indian Army/TAG Projects/58 dt 11 Oct 2018)

**FORMAT OF THE COMPLIANCE STATEMENT**

Ser No	Para of TE specifications item wise	Specification of item offered	Compliance of TE specification – whether Yes / No	In case of non-compliance, deviation from TE to be specified in unambiguous terms

**Appendix H**

(Refer to Para 6 of Part II to Tender  
No. PC-621/AHCC/Est of CA for  
Indian Army/TAG Projects/58  
dt 11Oct 2018)

**CONFIDENTIALITY CERTIFICATE**

It is certified that the Company or any representative of the Company or agents authorized by them will not disclose any information gained by them or their representatives or agents, while interacting with the persons of Army Headquarters Computer Centre or any documents or any documents prepared in connection with the project or any documents received by them or any study carried out by them, directly or indirectly to any person or company or institution or press.

**Company Seal**

**(Authorized signatory of company)**

**Place :**

**Date :**

**Appendix 'J'**

(Ref Para 9, Part IV to Tender  
No. PC-621/AHCC/Est of CA for  
Indian Army/TAG Projects/58  
dt 11Oct 2018)

**Model ECS Mandate Format**

Customer's option to receive through e-payment (ECS/EFT/DIRECT/CREDIT RTGS / NEFT /Other payment mechanism as approved by RBI.)

**Credit clearing Mechanism**

1. Customer's name :
2. Particular's of Bank Account :
  - (a) Bank Name :
  - (b) Branch :
  - (c) Address :
  - (d) Telephone Number :
  - (e) IFS Code :
  - (f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank.
  - (g) Account Type (S.B Account/Current Account or Cash.
  - (h) Ledger Number :
  - (j) Ledger Folio Number :
  - (k) Account number as appearing on cheque Book.
3. Please attach a blank cancelled cheque, or photocopy of a cheque or front page of your saving bank serving bank passbook issued by your bank for verification of the above particulars.
4. Date of Effect.

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme.

Date

(.....)  
Signature of customer

Certified that the particulars furnished above are correct as per our record.

**Appendix 'K'**

(Ref Para 1 (h) (i) of Appx E to Tender  
No. PC-621/AHCC/Est of CA for Indian  
Army/TAG Projects/58 dt 11 Oct 2018)

**FORMATE FOR OEM CERTIFICATE**

We M/s \_\_\_\_\_ (OEM) hereby authorize M/s \_\_\_\_\_ (Vendor) to bid in **“Establishment of Certificate Authority for Indian Army at AHCC”** we certify that a agreement between M/s \_\_\_\_\_ (OEM) and M/s \_\_\_\_\_ (Vendor) is in place (copy enclosed). We M/s \_\_\_\_\_ (OEM) hereby state that we will provide maintenance and repair cover for the project **“Establishment of Certificate Authority for Indian Army at AHCC”** for a duration of three years (warranty period) and thereafter during the period of the AMC (if entered into with the bidder by the buyer).

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**Appendix 'L'**

(Ref Para 2 (b) of Appx E to Tender  
No. PC-621/AHCC/Est of CA for Indian  
Army/TAG Projects/58 dt 11 Oct 2018)

**CERTIFICATE; MALICIOUS CODE**

(To be rendered on the Company Letter head)

1. This is to certify that the Hardware and the Software being offered, as part of the Contract, does not contain embedded malicious code that would activate procedures to: -
  - (a) Inhibit the desired and designed function of the equipment.
  - (b) Cause physical damage to the user or equipment during the exploitation.
  - (c) Tap information resident or transient in the equipment/ networks.
2. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software.

(Signed)

Date:  
Place:

Designation/ Name/ Address of firm