

Request for Proposal

For

Implementation of Networking Components for GNFC- IT Division
(Supply, Installation, Commissioning & Support)

(Bid Reference No. GNFC-IT Divison \Network equipment\2019-20\01)

GNFC – IT Division

304, GNFC Infotower, S G Highway,

Ahmedabad-380054, Gujarat

Ph. No. 4000 7300

<https://ncode.in>

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REQUEST FOR PROPOSAL

GNFC- IT Division proposes to procure hardware, software, Tools and services for internal GNFC Ltd - IT Division, inviting Proposals from interested Bidders as per the laid out norms in this Request for Proposal (**RFP**). The RFP is provided in two volumes as given below:

INSTRUCTION TO BIDDERS Including Scope of Work

Bidders are advised to read the above volumes in conjunction and are advised to comply with the terms and conditions for submission of their Proposal as defined in this RFP document.

Instruction to the bidders for online bid submission:

Interested and eligible Bidders can download the bid document and further amendments if any freely available on <https://www.nprocure.com> and submit the same as per submission guidelines as mentioned in this document.

GNFC Ltd - IT Division– A Division of GNFC Ltd,
304, Info Tower, S G Highway,
Ahmedabad-380054, Gujarat
Ph. No. 4000 7346
E-mail: ngsakaria@ncode.in

DISCLAIMER

All information/ details contained in this RFP Document are provided in good interest and faith. This is neither an Agreement nor an Offer or Invitation to enter into an Agreement of any kind with any Party. Though adequate care is taken in preparation of this document, the interested firm/ entity shall satisfy itself that the document is complete in all respects. The information provided in this document may not be complete and exhaustive, interested Bidders are required to make enquiries wherever required.

Intimation of discrepancy/ ambiguity, if any, will be intimated immediately to GNFC IT Division. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms/ entities submitting their bids are satisfied that the RFP document is complete in all respects.

GNFC IT Division reserves the right to reject any or all of the applications/ bids submitted in response to this RFP document, at any stage and without assigning any reasons, whatsoever. GNFC IT Division also reserves the right to withhold or withdraw the tender process at any stage, with intimation to all who submitted the RFP Application. GNFC IT Division reserves the right to change/ modify / amend any or all of the provisions of this RFP document. Such changes, if any, would be accordingly communicated to the Bidders. Information provided in this document or imparted to any firm/ entity as part of this Tender process is confidential to GNFC IT Division and the same shall not be used for any other purpose or distributed to or shared with any other person or organization.



SECTION 1: INTRODUCTION

1.1 ABOUT

GNFC Ltd - IT Division is a certifying authority issuing Electronic Signature Certificates (ESC), engaged into datacenter construction, providing country wide support for ESC and electronic procurement activities for various states, architecting cloud enabled secure applications, providing support thereof, carry out e-Governance and surveillance projects.

GNFC Ltd - IT Division certified for adopting best practices, Quality Management Systems (QMS-ISO 9001, Information Security Management System (ISMS-ISO 27001), Information Technology Service Management System (ITSMS- ISO 20000) and IT infrastructure security and other operational requirements as per IT Act.

1.2 ABOUT THE PROJECT

This RFP is floated for Implementation of Networking Components for GNFC – IT Division

1.2.1 Background

The requirement is for internal on-premises datacenter. A dedicated IT infrastructure Setup is considered as a part of tech refresh.

Scope of Bidder:

- a) Supply of hardware and software as mentioned in Annexure - I and Annexure - II. With specifications mentioned in this tender document.
 - b) All equipment and cables required to mount and commission the devices shall also be part of the proposal that is to be submitted.
 - c) The Bidder should supply all necessary cables/items/Interface converters etc. to commission and integrate the offered hardware & software in the existing LAN at given locations. All required hardware/software etc. for commissioning of the offered equipment's should also be supplied.
 - d) Networking Components hardware and software components to be installed and configured
 - e) All patches and updates shall be provided by the successful bidder during the tenure of the contract.
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- f) Carrying out all general tests such as Power-on test on delivery, Pre-request installation checks to ensure correct connections, completeness of system documentation etc.
- g) The warranty shall be comprehensive in nature i.e. shall include components replacement/repairing of equipment / solution, free of cost and all expenses incurred on the replacement /repairing/standby shall be borne by the Bidder.
- h) The setup needs to be supported in terms of skilled manpower and spares at Ahmedabad.
- i) Replacement of Spares in case of failure shall be provided by the successful bidder during the currency of the contract.
- j) The Bidder should ensure that the replacement of any faulty device is made available within 24 hours from the date & time of complaint logged. Also should provide complete details of complaint booking including contact details, URLs etc, and escalation matrix for support.
- k) AMC Support to be provided by the successful bidder throughout the contract period.
- l) Scope of Trainings :
 - Detailed training for operation and management of equipment/infrastructure to minimum 3 Engineers of GNFC IT Division and shall be mandatory so that GNFC IT Division engineers can handle the equipment / infrastructure, once the project management period is over.
 - The successful bidder shall impart hands on training with detailed course material on the installed equipment covering -- Operational Manuals , Technical Manuals, Tools - Hands on Training Documents.

SECTION 2: GENERAL TERMS AND CONDITIONS

1. As far as possible, Bidders shall consider information provided in the RFP for preparing their Proposal. However it is strongly recommended to the Bidders to carry out their own due diligence based on their own inputs for submission of Proposals. Bidder shall be wholly responsible for all the details and basis of its Proposal. In essence, after the Proposal is submitted, the Bidder shall be responsible for all assumptions of the data, which forms the basis of the Proposal and no claims shall lie regarding the veracity of the data or designs and drawings given in the various sections and volumes of the RFP documents.
2. The bidders who are interested to participate in the tender must read and comply with the instructions and the terms and conditions mentioned in this tender. The Bidder is not entitled to make any counter proposal. Bids not conforming to the stipulations mentioned herein are liable for outright rejection.
3. It should be clearly understood by the bidder[s] that no opportunity shall be given to him/ them to modify or withdraw his / their offer after the date and time stipulated for submission of the Bid. In case of any modification or withdrawal of the offer by any bidder after the date and time stipulated for submission of the Bid, the EMD submitted with the bid shall be forfeited.
4. Prior to submitting the Proposal, Bidders are advised to visit and examine the project, obtain and ascertain for themselves information necessary for preparing their Proposal.
5. Bidders shall be deemed to have full knowledge of the Project, if Bidder submits a Proposal for this Project.
6. The Proposals would be evaluated based on the details furnished in the Proposal. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. GNFC IT Division or any of its consultants/advisors reserve the right to verify any or all information submitted by the Bidder. GNFC IT Division's decision regarding any Bidder's eligibility or otherwise shall be final and binding and GNFC IT Division or any of its consultants/ advisors would be under no obligation to inform any Bidder of the grounds of such decision.
7. Bidders shall provide evidence of their continued eligibility; in accordance with the "Prequalification requirements" which is satisfactory to GNFC IT Division. GNFC IT Division may request additional information from the Bidder till signing of the Contract. A Bidder may be disqualified if it is determined by GNFC IT Division at any stage of the bidding process that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Pre-qualification requirement. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be provided within time frame period stipulated in such requests. If the Bidder is unable to provide the information within the stipulated timeframe then the Bidder may be disqualified.
8. The Bidders shall be responsible for all arrangements and shall release and indemnify GNFC IT Division and/or any of its agencies/consultants/advisors from and against all

liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP or Project.

9. All bidders shall keep their bid rates valid / open for acceptance for a period of 90 days from date of opening of the tender.
10. To assist in the examination, evaluation, and comparison of Proposals, GNFC IT Division may, at its discretion, ask any Bidder for clarification. GNFC IT Division may utilize the services of any consultant or other advisor of the Bidder for the examination and evaluation of Bidders, Technical Offer and Financial Offer as per the due diligence process. However, clarifications if any required from Bidder, shall be in writing (typed and duly signed by authorized signatory) and shall be communicated by the Bidder to GNFC IT Division.
11. Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the “Successful Bidder” has been announced. Any effort by a Bidder to influence GNFC IT Division or any of its consultants/advisors processing of Proposals or award decisions may result in the rejection of the Proposal.
12. In case of any doubt regarding the tender documents and interpretation of the clauses, the decision of the Managing Director, GNFC IT Division will be final and binding.
13. It would be deemed that prior to the submission of the Proposal, the Bidder has made a complete and careful examination of requirements and other information set forth in this RFP and made a complete and careful examination of the various aspects of the Project, all matters that might affect the Bidder’s performance under the terms of this RFP and acquainting itself with Laws, Rules and Regulations thereto relevant to the Project.
14. GNFC IT Division does not bind itself to accept the lowest offer and reserves the right to accept or reject any or all tenders either in whole or in part at its discretion.
15. The bidder and its employees or workmen shall observe and abide by and ensure compliance of all National/International laws and regulations, as also, the safety & security rules & regulations of GNFC IT Division.
16. Corrupt or Fraudulent Practices:
 - a) GNFC IT Division requires that the bidders/suppliers/contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, GNFC IT Division defines for the purposes of this provision, the terms set forth as follows:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of GNFC IT Division, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive GNFC IT Division of the benefits of the free and open competition;

- b) GNFC IT Division will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) GNFC IT Division will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- d) The past performance of the bidder will be crosschecked if necessary. If the facts are proven to be dubious the bidders tender will be ineligible for further processing.

17. Conflict of Interest:

Bidders shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest will be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 10% of its paid up and subscribed capital; or
- b) A constituent of such Bidder is also a constituent of another Bidder; or
- c) Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Proposal of either or each of the other Bidder; or
Such Bidder has participated as a consultant to GNFC IT Division in the preparation of any documents, design or technical specifications of this Project.

SECTION 3: PRE-QUALIFICATION CRITERIA

3.1 Pre-Qualification Criteria:

Pre-Qualification criteria defined for bidders desirous of bidding for the project :	Supporting Documents
a) The bidder should be in the business of Supply, installation, commissioning and testing for Hardware and Software equipment's for at least three years from the RFP date.	The Bidder : Business Registration Certificate or Company Incorporation Certificate
b) The Bidder should have prior experience of supply of Scope mentioned activities. Purchase Orders Copies indicated supply of scope mentioned activities must be submitted for the same. The Bidder shall have experience in successful supply, installation and configuration of Router & Firewall hardware, software, and high availability and security settings. Bidder to submit orders value (with Completion Certificate from Customer) each in last three years	Orders for supply, installation and configuration of Networking Components hardware, software, high availability and security settings. Bidder has to submit PO of total value of 20 Lacs. (Multiple PO with the total value of 20 Lacs for proposed product) Work Completion certificate of Proposed Router & Firewall
c) Total turnover of the bidder should must be average Rs 1.00 Cr year for last two financial years (i.e. 2017-18 & 2018-19).	The Bidder : Copies of the audited Balance sheet and profit and loss accounts
d) The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat.	The Bidder : Certificate of CA along with a self-affidavit on stamp paper of Rs. 100
e) Affidavit mentioning that Bidder is not been blacklisted by any state Government, Central government, Tendering Authority, PSUs, Statutory, Autonomous, or Regulatory body within last three year.	
f) Bidder shall not have suffered bankruptcy/insolvency during the last 5 years.	
g) GST No and & HSN Code of items to be submitted by Vendor/Bidder	Copies of the Document
h) Proposed Router & Firewall Model sold in India (With Client List and Contact Information)	Self- Affidavit on letter head.
m) The bidder should submit MAF from OEM and should have a Back-to-back support agreement/arrangement for services including supply of spare parts etc.	Manufactures Authorization Certificate (MAF)

Note: In addition to above mandatory documents, the bidder must submit Power of attorney or board resolution duly executed in favor of the person signing the tender authorizing him to sign the tender document in case the bidder is not a sole proprietary concern.

All criteria mentioned as above are mandatory to qualify in tender.

3.2 Disqualifications

GNFC – IT Division reserves the right to cancel the tender without any reasons whatsoever. The bidder may be disqualified at any time during the bid process at the sole discretion of GNFC – IT Division for the following reasons:

The bidder shall be disqualified if;
a) Submitted the Technical Document after the response deadline.
b) Made missing or false representations or suppressed relevant information in the bid proposal (including documents, forms, statements, attachments, presentations, etc.) submitted as proof of the eligibility requirements or as part of their proposal.
c) Failure in meeting any of the eligibility criteria as mentioned above.
d) Failed to provide clarifications, non-responsive and/or substantive responses, when sought.
e) Any other reason, which in the opinion of GNFC/GNFC IT Division Solutions, the bidder does not meet the capabilities for performing the task as laid out in the tender.
f) A record of poor performance with GNFC/GNFC IT Division (or any their customers) such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

SECTION 4: CONTENTS AND SUBMISSION OF PROPOSAL

4.1 Tender Details

RFP Distribution	Date : 27-05-2019
RFP Pre-bid Query	Date : 30-05-2019 before 12 :00 pm by email : ngsakaria@ncode.in / ankit.shah@ncode.in Contact : 079 – 40007 346/342
RFP Submission	Date : 05-06-2019
Earnest Money Deposit	Rs.40,000 (Forty Thousand Only)
Mode of Bid Submission	Offline –Pre Qualification & EMD (Hard Copy)/ Online –Commercial
PBG	10% of Order value

4.2 Earnest Money Deposit (EMD)

- The Bidder shall furnish, as part of its bid, an Earnest Money Deposit in the form of a DD drawn in favor of GNFC Ltd payable at Ahmedabad for an amount of Rs.40,000/- (Rs. Forty Thousand Only) from any of the Nationalized/Scheduled commercial bank and submit at :
GNFC Ltd
304, GNFC Info Tower,
S.G Highway, Ahmedabad 380054
- EMD of all unsuccessful bidders would be refunded/ released without interest by GNFC Ltd – IT Division
- The bid submitted without EMD, as mentioned above, shall be summarily rejected.
- The successful bidder's EMD will be discharged after the bidder signing the contract, and furnishing the performance bank guarantee as mentioned in RFP.
- The EMD shall be forfeited If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form or in case of a successful Bidder, If the bidder is found to be involved in fraudulent practices. In case of a successful bidder, if the bidder fails:
 - To furnish acceptance of the LOI/PO within 7 days from the date of issue of LOI /PO
 - To furnish performance bank guarantee within 10 working days of the date of submission of the acceptance to the LOI.

OR

 - To sign the contract within 10 working days of the submission of the PBG to GNFC Ltd - IT Division
- No exemption for submitting the EMD will be given to any agency including SSI Units.

7. No interest shall be payable on the amount of Earnest Money, under any circumstances.

4.3 Authentication of Bid

A bid should be accompanied by a power-of-attorney in the name of the signatory of the bidder. The bidder shall sign the same by way of acceptance. The same also needs to be submitted along with technical documents. The power of attorney shall be furnished on a non-judicial stamp paper of Rs.100/-duly attested by public notary. Photocopy of power of attorney shall not be accepted.

Packet 1: EMD and required Pre-Qualification Documents (Submit hard copy)

- a) The bidder shall submit hard copies of PQ, with the title mentioned (ORIGINAL and COPY). The each bid should be in properly bound form with all pages numbered and signed. The language of the bid and all documents related to the bid must be written in English language. If any document is in language other than English, then the bidder is required to enclose a self-attested translated English version of such documents.
- b) All the documents viz. EMD, Pre-qualification Bid, Technical Bid prepared as above are to be kept in a single sealed cover superscripted with mentioned Tender Name and number.
- c) Each page of the bid document has to be duly stamped and signed and sequentially numbered by the authorized signatory of the bidder. In online submission, all documents must be digitally signed by an authorized company representative before submission.
- d) Prices should not be indicated in the Pre-qualification or Technical Bid.
- e) All the columns of the quotation form, Format etc. shall be duly, properly and exhaustively filled in.
- f) It is mandatory for all bidders to quote prices inclusive of all applicable taxes, levies and duties, Insurance, customs, service tax, etc., transportation, 3 years of warranty. Any change in rate of taxation announced by the Government of India or state government during the prevalence of the contract shall be paid/ deducted appropriately upon production of proof.
- g) In price bid, vendor must provide rates of all the line items, any item with value equal to zero will be considered to be free of cost or assumed to be such to have been included in any other line Failure of the bidder to submit agreement to the above shall be subject

to forfeiture of the EMD and blacklisting.

- h) Any omission in filling the columns of “units” and “rate” or pertaining to the Taxes/levies, service tax as applicable etc., shall deemed to be treated as inclusive in the total project cost and shall be to the System integrators account.
- i) Conditional and variable bids will not be accepted.

4.4 Documents establishing Eligibility and Conformity of goods/services:

- a) The Bidder shall furnish, as part of its bid, documents which establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.
- b) The documentary evidence of conformity of goods / services to the bidding documents may be in the form of literature, drawing and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods;
- c) The Bidder shall note that standards for workmanship, material and equipment, and references to International brand names or catalogue numbers designated by the tendering Authority in its Technical Specifications are intended to be descriptive only and not restrictive.

4.5 Deadline for Submission of Bids:

- a) In case of Online Tendering, Bids must be submitted online through www.nprocure.com not later than the time and date specified in the Bidding Schedule.
- b) Where Bids are to be submitted through Physical / Hard copy medium all the bidding documents should reach at GNFC Ltd - IT Division not later than time and date specified in the Bidding Schedule.
- c) In the event of the specified date for the submission of Bids being declared as a holiday for GNFC Ltd - IT Division the bids will be received up to the appointed time on the next working day.
- d) GNFC Ltd - IT Division, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of GNFC IT Division and Bidders subject to the deadline will thereafter be subject to the deadline as extended. GNFC Rights to retender or e-Auction in case of not satisfactory rates/ offered solution.

4.6 Language of Bid:

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The tendering Authority shall only be in English language.

4.7 Format of Bid:

The Bidder shall complete the Technical Bid & Financial Bid as per format and sequence attached under section of Technical and Financial details respectively.

4.8 Currency of Bid:

Prices shall be quoted in Indian Rupees only.

4.9 Validity period:

- a) All bids shall be valid for 120 days after the date of bid closing. The tendering Authority shall reject a Bid valid for a shorter period as non-responsive.
 - b) In exceptional circumstances, the tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
 - c) Bid evaluation will be based on the bid prices without taking into consideration the above changes.
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4.10 Right to accept or reject any or all Bids

- a) Notwithstanding anything contained in this RFP, GNFC IT Division reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. GNFC IT Division reserves right to proceed even with single bid, in case of failure to attract more bidders to participate under tender by considering condition of market and social-educational services offered under the tendered project.
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- b) GNFC IT Division shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by GNFC IT Division.

4.11 NON-SOLICITATION:

During the validity of this project agreement, the successful bidder shall not without the written consent of the other Party, employ or offer to employ (whether under an agreement of service or under an agreement for services) any person engaged or previously by GNFC IT Division or its agencies in a last 2 years in a technical or managerial capacity in relation to the project during the subsistence of the Agreement.

4.12 Insurance:

- a) Damage insurance: bidder shall insure all the hardware/software to ensure damage protection of all the hardware/software etc. Till commissioning ends else bidder has to install new hardware/software in case of damage without any extra payment to bidder.
- b) Theft insurance: bidder shall insure all the hardware/software to ensure theft protection of all hardware/software till commissioning else bidder has to install new hardware/software in case of theft without any extra payment to bidder.

4.13 Force Majeure:

- a) Force majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any party in performance of its obligation in accordance with the terms of the agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through good industry practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the force majeure which have same effect upon the performance of any contractor shall constitute force majeure with respect to the vendor. The parties shall ensure

compliance of the terms of the agreement unless affected by the force majeure events. The vendor shall not be liable for forfeiture of its implementation / performance guarantee, levy of penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the agreement is the result of force majeure.

- b) It will be prerogative of GNFC IT Division to take the decision on force major conditions and GNFC IT Division decision will be binding to the bidder.
- c) Force majeure events: the force majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, force majeure event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements.
- d) Natural events ("natural events") to the extent they satisfy the foregoing requirements including: any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon; explosion or chemical contamination (other than resulting from an act of war); epidemic such as plague; any event or circumstance of a nature analogous to any of the foregoing.
- e) Other events ("political events") to the extent that they satisfy the foregoing requirements including: political events which occur inside or outside the state of Gujarat or involve directly the state government and the central government ("direct political event"), including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
 - Any event or circumstance of a nature analogous to any of the foregoing.
- f) Force majeure exclusions: force majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of force majeure:
 - (a) Unavailability, late delivery
 - (b) Delay in the performance of any contractor, sub-contractors or their agents
- g) Procedure for calling force majeure: the bidder shall advise GNFC IT Division by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting over two months, if

arising out of causes of force majeure, GNFC IT Division reserves the right to cancel the order. Completion period may be extended to circumstances relating to force majeure by GNFC IT Division Bidder shall not claim any further extension for completion of work. GNFC IT Division shall not be liable to pay extra costs under any conditions

- h) Bidder shall categorically specify the extent of force majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any force majeure cause, the bidder shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the bidder without being subject to price reduction for delayed delivered, as stated elsewhere.

4.14 Information Security

- a) The successful Bidder's Team shall not carry any written/printed document, layout diagrams, hard disk, storage tapes, other storage devices or any other goods /material proprietary to GNFC IT Division into / out of the Data Centre Sites and GNFC IT Division's office location without written permission from the GNFC IT Division.
- b) The successful bidder's Team shall not destroy any unwanted documents, defective tapes/media present at the Data Centre Sites and GNFC IT Division and its nominated agencies' office location on their own. All such documents, tapes/media shall be handed over to the GNFC IT Division.
- c) The successful bidder's Team shall follow GNFC IT Division's Information Security policy. Access to GNFC IT Division's data and systems, Email and Internet facility by the SP / SP's team at the GNFC IT Division's office location shall be in accordance with the security and access policies set by the GNFC IT Division and administered by the existing vendors.

4.15 RESOLUTION OF DISPUTES:

- a) All disputes or difference(s) whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this Contract or the rights touching or concerning the works or the execution or maintenance thereof of this Contract of the construction meaning operation or effect thereof or to the rights, liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract or whether

before or after determination, foreclosure or breach of the Contract, shall be referred by the disputing Party, in writing to the other Party, within 30 days of occurrence of such event, to resolve any such dispute or difference.

- b) If such dispute mentioned above is not resolved amicably by direct informal negotiation, within a period of 30 days, then such dispute/ difference shall be referred to the panel of Executive Director – Technical and Executive Director – Finance of GNFC, whose decision shall be final and binding on both the Parties. The panel of Executive Directors shall give its decision within a period of 90 days from the date of reference of such dispute to the panel.
- c) If the Panel of Executive Directors fails to give its decision within the prescribed period, such disputes shall be referred to arbitration by serving an Arbitration Notice, as per provisions of clause below “Arbitration”.

4.16 ARBITRATION:

- a) For the purposes of this Arbitration Clause, the Managing Director, Gujarat Narmada Valley Fertilizers and Chemicals Ltd. shall be the “Appointing Authority.”
- b) If any Party serves an Arbitration Notice in respect of any dispute to the Appointing Authority, the dispute shall be finally settled by arbitration under the Indian Arbitration and Conciliation Act, 1996 (“Act”) and all statutory amendments, modifications thereof and the rules made there under, or any other corresponding law for the time being in force, by the Sole Arbitrator to be appointed as hereinafter provided.
- c) Within 30 days of receipt of Arbitration Notice, the Appointing Authority shall appoint the Sole Arbitrator, who shall be a retired employee of GNFC, not below the rank of General Manager and who shall be qualified to be appointed as an Arbitrator under the law in force at the relevant time.
- d) The provisions of the Indian Arbitration Act, 1996 and all statutory enactments and modifications thereof and the rules made there under shall apply to all such arbitrations.
- e) The Arbitration proceedings shall be conducted in English and the venue and seat of the Arbitration proceedings shall be at Bharuch and the Courts at Bharuch shall have exclusive jurisdiction.

4.17 Applicable Laws and Jurisdiction:

In relation to any legal action or proceedings to enforce the contract, the parties to the contract irrevocably submit to the exclusive jurisdiction of the court in Gandhinagar (Gujarat) to the exclusion of any other court or courts that may otherwise have had such jurisdiction and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. The jurisdiction of any dispute will be Gandhinagar.

4.18 Other Terms and Conditions:

- a) The bid is non-transferable.
- b) All the information contained in these requisition specifications is the property of GNFC IT Division and these are not to be reproduced or disclosed to other parties in any manner without prior permission in writing from GNFC IT Division.
- c) It is very critical that the knowledge of the GNFC IT Division's facility is not misused / revealed by Bidder, Bidder's employees, and / or any entity associated with Bidder. This will be the Bidder's responsibility and violation to this shall have serious implications.
- d) All charges are to be absorbed by Bidder's organizations
- e) Please refer attached GCC (General Conditions of Contract) & GCP (General Conditions of Purchase). All other terms & conditions not covered here are mentioned in these documents as well as in case of any dispute, GCC & GCP will prevail.

SECTION 5: OPENING AND EVALUATION OF PROPOSALS:

5.1 Clarifications on submissions made

- a) During evaluation of Proposals, GNFC IT Division may, at its discretion, seek clarification(s) from Bidder during the evaluation period. The request for clarification and the response thereof shall begin writing and within the deadline. In the event of non-submission of any clarification within deadline, the committee will evaluate the Proposal, based on the submitted information & GNFC IT Division's decision will be binding on the bidder.
 - b) Bidders are advised that the evaluation of Proposals will be entirely at the discretion of GNFC IT Division. Bidders will be deemed to have understood and agreed that no Explanation or Justification on any aspect of the Bidding Process or selection will be given.
 - c) Any information contained in the Proposal shall not in any way be construed as binding on the GNFC IT Division, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
 - d) GNFC IT Division reserves the right not to proceed with the Bidding Process at any time Without Notice or liability and to reject any Proposal without assigning any reasons.
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5.2 Proposal Evaluation:

- a) PQ Evaluation: The bidders shall be evaluated first on the basis of PQ criteria as mentioned above in section 3.1 of this document.
- b) Technical evaluation: The technical bids of only those bidders qualifying in the PQ shall be opened. All Technical bids received from bidders will be evaluate GNFC IT Division's Tender evaluation Committee.
- c) Financial Bid: The financial bid of the technically qualified bidders only will be opened and financially L1 bidder will be decided from the sum total of prices for all line items considering Covetable Taxes in Gujarat.

5.3 Performance Bank Guarantee

- a) Within 10 days of getting award of work, the successful bidder shall submit PBG in Indian Rupees for the 10% of the total Order value, as per GNFC IT Division's format from any Nationalized/Scheduled commercial bank located in India. Validity of the PBG shall be up to end of warranty period + claim period of 6 months. Format for PBG is given in Annexure – III.
- b) Upon the successful Bidder's furnishing of performance security, GNFC IT Division will promptly notify bidder
- c) If the bidder fails to furnish the Performance Bank Guarantee in the format specified, within 10 (Ten) days and sign the contract agreement from the date of receipt of the notification of award/LOI, the EMD furnished by such bidder may be forfeited.
- d) If the Successful Bidder after signing the Contract fails to perform any contractual obligation, the Performance Bank Guarantee furnished by the bidder will be forfeited.

SECTION 6: SCOPE OF WORK

6.1 Area of operation / Scope of Work:

- Bidder shall supply the required hardware, software and accessories at our Ahmedabad, GIFT city and Bharuch locations if required. Such work shall be executed as per the National and International standards, the best industry practices and OEM/Vendor's standard practice/documentation and recommendations.
- Bidder shall provide detailed technical data sheets of all the quoted items.
- Bidder shall provide detailed installation, project plan along with activity schedule.
- The offered models should not reach end of life / support till completion of contract period and it should be upgradable / scalable / expandable in case there is a requirement of additional capacity during this period.
- Bidder shall provide comprehensive support during warranty and AMC period.
- Bidder shall provide service support for total period as mentioned in contract.
- The Bidder shall stock all necessary spares / software's available with them for the rectification of problems and must be used so as to rectify the faults within the time limit specified by GNFC IT Division.
- Bidder has to sign an NDA (Non-Disclosure Agreement) as per the attached format at Annexure - VII regarding the confidentiality of the information exchange between GNFC IT Division and the Bidder.
- Bidder to provide proof of Back to back OEM Warranty /AMC for the hardware & Software solution for contract period.

6.2 Technical details

6.2.1 Bill of Materials:

The details of Bill of Material are mentioned as per the following table. Bidder has to provide his response against each item.

Bill of Materials – Acceptance

BOQ for Internal Setup					
Sr. No	Item Description	Qty	Offered Product / Model	Acceptance (Yes/No/Yes with deviations)	Deviations (if any)
1	Firewall (Hardware appliance)	1			
2	Firewall - Logging & Reporting (Hardware appliance)	1			
3	Router	2			

6.2.2 Required Technical Specifications

The required technical Specifications are as per the following table. Bidder has to provide its response against each item

Technical Specifications – Acceptance

Bidders to consider and provide makes/Models considering detail specification mention in the RFP or Higher Specifications for Products of OEM featured in Leaders/Challengers Quadrant in Latest Gartner Magic Quadrant.

Firewall			
Sr. No.	General Requirement Specification	Acceptance (Yes/No/Yes with deviations)	Deviations (if any)
1	The Firewall must be hardware appliance based and should facilitate multi-application environment which should support current network traffic as well as future growth		
2	The Firewall should be ICSA Labs certified for ICSA 4.0 and EAL 4 + / NDPP certified, if not the same model		
3	The Firewall should belong to a family of products that attains NSS/NIST Approved Certification and attains IPv6 Ready Phase 2 & IPv6 Certification		
4	The platform should be based on security-hardened, purpose built operating system architecture that is optimized for packet and application level content processing		
5	Be proprietary to prevent inheriting common OS vulnerabilities and should Resided on flash disk for reliability over the hard disk		
6	Should provide a Http, Https, SSH, Telnet, SNMP based management console for managing and configuring various components of the appliance		
7	The proposed system should be able to facilitate administration audit by logging detailed activities to event log for management, configuration changes, updates which also enable Admin to boot firmware on the earlier revision / configuration in case of any errors		
8	The administrator authentication shall be facilitated by local database, PKI & remote server such as Radius, LDAP, AD and TACS+		
9	The Firewall system should have provision of Web Content Filter, Application Control, Antivirus systems and Intrusion Prevention in the same solution		
	Networking & System Performance Requirements:		

10	The Firewall should support a minimum of 12 x GE RJ45,12 x SFP RJ45 & 2xGE Management & 1 Console interfaces with auto sensing capacity & with Expansion Module		
11	The platform should support the standards based Link aggregation technology (IEEE 802.3ad) to achieve higher bandwidth		
12	Should support automatic ISP failover as well as ISP load sharing		
13	The Firewall should support Static, Policy Base, Identity based, Multicast routing and Dynamic routing for RIP1 & 2, OSPF, OSPFv3, BGP4, ISIS, RIPv6		
14	The Firewall should support throughputs of 35 Gbps or better for both small & large packets		
15	The firewall should support throughput of at least 10Gbps of AES - IPSEC VPN and should be H/W accelerated		
16	should support concurrent session atleast 4Mil		
17	Should support new session per second atleast 3,00,000 or above		
18	Should support and IPS throughput atleast 4Gbps with production env. profiles or better with enterprise mix		
	Firewall Requirements:		
19	The Firewall should support deployment modes as; "Route Mode" or "Transparent Mode" and support web proxy/ssl proxy		
20	The Firewall should support Stateful inspection with optional Policy based NAT (Static OR Dynamic)		
21	The Firewall should support Inbound Port Forwarding with inbound Load Balancing if servers are running in high availability (layer 4)		
22	Should support IPv6 ACL to implement security Policy for IPv6 traffic		
23	All internet based applications should be supported for filtering like Telnet, FTP,SMTP, HTTP, DNS, ICMP, DHCP, RPC,SNMP, BGP, IMAP, NFS etc		
24	Should be able to inspect HTTP and FTP traffic when these are deployed using nonstandard port(i.e when HTTP is not using standard port TCP/80)		
25	The Firewall should support deployment of Virtualization at least for 3 virtual context from the day one without any additional cost / licenses		
26	Virtual context must have all security features for use for every single firewall		
	IPSEC VPN Requirements:		
27	The IPSEC VPN and SSL VPN capability shall minimally attain Internet Computer Security Association (ICSA) Certification		
28	The proposed system shall support industry standards, L2TP, PPTP, IPSEC, and SSL VPN without additional cost for license or solution for VPN client		

29	Firewall must have atleast 200SSL VPN client & 300 IPSec VPN client in Route mode from the day 1		
30	IPSEC (DES, 3DES, AES) encryption/decryption and SSL encryption/decryption		
31	The system shall support IPSEC site-to-site VPN and remote user VPN in transparent mode without any additional cost for VPN clients		
	Application control		
32	Atleast 2500+ application signature must be there & it should be able to understand well known application like P2P, Voice, etc without any dependency on the ports		
33	Solution must provide option to create custom signature for applications		
34	Solution should have application throughput of atleast 6 Gbps or higher		
	Threat Protection		
35	Firewall must be able to scan http, https, IMAP, IMAPs, FTP, FTPs, POP, POPs, SMTP, SMTPs & MAPI protocols with AV signatures		
36	Threat prevention throughput must be atleast 2Gbps after enabling AV, Appcontrol & IPS signatures in real time/Enterprise mix		
	SSL VPN Requirements		
37	The Firewall should be integrated solution and there should be no user based licensing for SSL VPN		
38	SSL VPN must have atleast throughput of 2000Mbps or higher		
39	The Firewall should support for TWO modes of SSL VPN:1.Web mode,2.Tunnel mode with Split tunnel option		
	Traffic Shaping Requirements		
40	The proposed system should have integrated Traffic Shaping functionality including these features:		
41	capable of enable and disable traffic shaping per firewall policy		
42	capable of setting guarantee bandwidth and maximum bandwidth per firewall policy		
43	ability to Tag and Pass Differentiated Service tagging		
	High Availability Requirements:		
44	The HA solution should support stateful session maintenance in the event of a fail-over to a standby unit/s.		
45	The HA solution should support both Active/Active and Active/Passive load balancing		
46	The High Availability should be supported in the Firewall from the day one and without any extra license		

47	We may add proposed firewall in cluster of existing fortinet 300D / 300E firewall.		
	Network Intrusion Detection & Prevention System Requirements:		
48	The IPS capability shall minimally attain Internet Computer Security Association (ICSA)		
49	Should have a built-in Signature and Anomaly based IPS engine on the same unit and Anomaly based detection should be based on thresholds		
50	Able to prevent denial of service and Distributed Denial of Service attacks on signature		
51	Administrator shall be able to configure DoS policies that are used to associate DoS settings with traffic that reaches an interface based on defined services, source and destinations IP/Range		
52	Configurable IPS filters to selectively implement signatures based on severity, target (client/server), protocol, OS and Application types		
53	Security check updates do not require reboot of the unit		
	Web & Application Content Filtering System Requirements:		
54	The proposed system should have integrated Web Content Filtering solution without external solution, devices or hardware modules		
55	URL database should have atleast 250+ million sites and 70 + categories in 60+ languages		
56	The proposed solution should be able to enable or disable Web Filter per firewall policy or based on firewall authenticated user groups for both HTTP and HTTPS		
57	Should blocks web plug-ins such as ActiveX, Java Applet, and Cookies		
58	Shall include Web URL block, Web keyword block, Web Exempt List		
59	The proposed solution should be able to replace the web page when the web page matches the Web Filtering blocking criteria.		
60	The proposed solution shall be able to identify, retrieve and rate the actual URL of the cached content commonly available in search engines such as Yahoo and Google.		
61	The proposed solution shall be able to identify, retrieve and rate the image files from image search engines and take appropriate action as configured		
62	The solution shall allow administrators to creat mutiple new local URL filtering categories besides dynamic categories		
63	The solution shall allow administrators to override Online URL Database ratings with local ratings setting		
64	Many web sites use HTTP redirects legitimately; however, in some cases, redirects may be designed specifically to circumvent web filtering, as the initial web page could have a different rating		

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	than the destination web page of the redirect. The solution shall be able to rate redirected sites as well.		
65	The solution shall be capable of rating URLs by domain and IP address which sends both the URL and the IP address of the requested site for checking, providing additional security against attempts to bypass the rating system.		
	Data Leak Prevention Requirements:		
66	Should have the ability to prevent data loss through SMTP, FTP, HTTP, HTTPS & IM and using any application		
67	Full archive features for http, https, ftp, ftps & email protocols		
68	Should have built in pattern database and option to configure new patterns as and when required		
	Two Factor Authentication		
69	Solution must have 2 factor server inbuilt or integrated with 3rd party 2-factor solution with optional costing of 20 soft token from day 1 for external users		
70	It must have option for soft, hard, SMS & email based token option, any 1 at a time		
	Wireless controller		
71	Solution must have wireless controller from the day 1 with feature of managing atleast 100 AP's from the day 1		
	Certification		
72	Proposed solution must be in a challenger/Leader quadrant of Gartner Enterprise Firewall for atleast last 3 consecutive years		
	Logging & reporting		
73	Solution must integrate with existing server via syslog protocol		
	License & Support		
74	Should be supplied with all applicable Licenses & 24*7 support for 3 years from day one.		

Firewall - Logging & Reporting appliance			
Sr. No.	General Requirement Specification	Acceptance (Yes/No/Yes with deviations)	Deviations (if any)
1	Proposed solution must be appliance based with all required hardware inbuilt from the day 1 from single OEM only.		
2	It must have capacity to receive 50GB/Logs per day from day 1		
3	It should support storage capacity of 4TB from day 1		
4	It must support at least 30 Devices from day 1		
5	proposed solution must able to take atleast 1500 events per seconds		
6	It must provide granular reporting, event management & dashboard for events.		

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7	It must have drill down dashboard option which can take out as PDF, HTML or CSV format if required.		
8	It must be allow to design custom reports on it as required.		

Router			
Sr. No.	General Requirement Specification	Acceptance (Yes/No/Yes with deviations)	Deviations (if any)
1	The Router should support modular architecture, multi-core Processor, internal redundant field replaceable power supply (from Day1). The Router Should have capabilities of seamless field upgrade/replacement (without interrupting running processes and services) for modular interfaces.		
2	Router should have 4 x 1G SFP/Base-T combo ports and additional 4x1G Base-T LAN/WAN ports from day 1		
3	The Router should support interfaces like Channelized E1/T1, Serial V.35, G.703, LTE, Gigabit Ethernet modules. All the modular interfaces on the router should support hot-swapability feature to accommodate field upgrades without rebooting the router.		
4	The Router should have empty slot for future use		
5	Router should have minimum 4 GB of on-board/inbuilt DRAM/RAM for data plane + control plane processes and 2 GB Flash from Day 1. Should support expandability up to 16 GB DRAM and 4 GB Flash.		
6	The router must support IKEv1, IKEv2, GRE and IPSEC as and when required in future		
7	Routers should support 500 Mbps WAN throughput from day1 and upgradable to upto 1 Gbps as an when needed.		
8	Router should support 750 K IPv4 and IPv6 routes		
9	Router should be scalable to support 2000 GRE and IPSEC tunnels as and when required		
10	The router should support atleast 750 Mbps of IPSEC Bandwidth incase required in the future		
11	Router should support IGMP v1/v2/v3 and PIM multicast routing		
12	Router should support static Routes, OSPFv2, OSPFv3, BGP4, MBGP, BFD, Policy based routing, IPv4 and IPv6 tunneling from Day 1		
13	The Router should support Zone Based Firewall feature as and when required in future		
14	Router should Support Traffic Optimization feature built in the router operating system as and when required in future		
15	Shall have 802.1p class of service and marking, classification, policing and shaping.		

16	Router should support SSHv2, SNMPv2c, SNMPv3 and NTP		
17	Routers should support AAA using RADIUS and TACACS+		
18	Should have extensive support for IP SLA and best path selection for metrics like delay, latency, jitter, packet loss to assure business-critical IP applications as and when required in future.		
19	The router should support cRTP to compress voice (RTP) streams		
20	Router should support monitoring of network traffic with application level insight with deep packet visibility into web traffic, RTP-Based VoIP traffic.		
21	Router should have traffic load balancing capability on dual WAN Links based on based on advanced criteria, such as reachability, delay, loss, jitter and bandwidth utilization as and when required.		
22	Router shall have capability to add on demand IPsec VPN tunnels dynamically established multipoint-to-multipoint IPSEC based spoke-to-spoke VPN tunnels matching traffic conditions as and when required in future		
23	Router shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.		
24	Router shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.		
25	Router/Router's Operating System should be tested and certified for EAL 3/NDPP or above under Common Criteria Certification		
26	Router should be IPv6 Certified/IPv6 logo ready		

6.2.3 Technical Scope of work, Terms and Conditions

The details of technical Scope, Terms and Conditions are as per the following table. Bidder has to provide his response against each item.

Technical Scope, Terms and Conditions – Acceptance

Sr. No.	Description	Acceptance (Yes/No/with deviations)	Deviations (if any)
1	Bidder shall read this tender document carefully and shall upload/submit signed & stamped copy.		
2	Bidder shall provide detailed technical data sheets including features of all the quoted items.		
3	Bidder shall prepare requirement documents where every kind of requirements will be listed like power, networking, IP addresses etc.		
4	GNFC IT Division will provide power, connectivity with core network infrastructure. Bidder shall have to provide all the items to get the complete infrastructure to work.		
5	Bidder shall install Router & Firewall in the rack at datacenter		
6	Bidder shall update all the firmware and BIOS as the first task of actual work.		
7	Bidder shall support initially for a week to stabilize the infrastructure and operational help.		
8	Bidder shall provide the detailed installation report after completion of the job.		
9	Bidder shall provide the service escalation matrix with contact details.		
10	Network Component needs to be supplied with 24x7 OEM support.		
11	Approved and acceptable brands for all the hardware mentioned in the Bill of Material are, The offered models should not reach end of life / support till next seven years of supply. It should be upgradable / scalable / expandable in case there is a requirement of additional capacity during this period.		
12	Back to back OEM Warranty for the hardware solution shall be 3 years comprehensive at site (parts, labor, firmware upgrade, etc.).		
13	OEM Authorization: A documentary evidence of OEM authorization for support / partnership / service provider / dealership of hardware items to be supplied.		
14	Period of contract: The initial contract period will be of 3 years from the date of issuance of Work Order. The contract period may be extended for a further period of 2 years on completion of the original contract period, solely at the discretion of GNFC IT Division, on same terms and conditions.		
15	Termination of Contract: GNFC IT Division reserves the right to terminate the contract by giving one month notice and forfeit any or all amount due / may become due to the contractor including security deposit. In case of failure on the part of contractor to carry out or discharge all or any work/s or obligation/s, to be carried out by the contractor as per terms and conditions of contract.		

6.2.4 Procedure for implementation

For successful implementation of the system, Vendor has to provide following information along with the bids,

- Detailed documentation /write-up along with their bids for smooth and bump less migration of entire system from old setup to new setup to be supplied.
- A schedule for implementation with duration and timelines.
- Schedule on interruption period / business downtime on migration.
- Technical specifications / data sheets including architecture of all items offered.
- A document on design considerations, solution design with interconnect block diagram for entire solution and assumptions is to be submitted with technical bid. Exclusions, if any, is to be clearly mentioned.

Procedure and scope for implementation of Hardware will be as mentioned in table below.

Sr.	Activity	Vendor's Scope	GNFC Scope
1	Supply of hardware with specifications mentioned in this tender document along with all interconnect / interfaces.	√	
2	Install, configure and test the supplied hardware at our data Centre.	√	
3	Verification of infrastructure setup as per the requirements.		√
4	Migration of existing data from old setup to new installation.	√	
5	Verification of successful migration of data and working of complete system.		√
6	Any other activity ancillary to the above jobs/ works.	√	
7	Electrical supply (2 nos.) and LAN link at single point to rack.		√
8	Rest any items needed to complete the setup and achieve required results.	√	

6.3 Commercial Scope, Terms & Conditions

The details Scope, Terms and Conditions are as per the following table. Bidder has to provide his response against each item.

Commercial Scope, Terms and Conditions – Acceptance

Sr.	Description	Acceptance (Yes/No/with deviations)	Deviations (if any)
1	Scope The scope of supply and technical requirements shall be in total conformity with requirement of the technical specifications including deviations, if any, agreed & accepted by GNFC IT Division.		
2	Prices Prices shall be FIRM and without any escalation, whatsoever during the entire order execution period. Prices shall be based on delivery at GNFC IT Division Offices.		
3	Taxes All applicable taxes, duties, etc. are to be included in the bid. Any change in rate of taxation announced by the Government of India or state government during the prevalence of the contract shall be paid/ deducted appropriately upon production of proof.		
4	Delivery Delivery period shall be of 4 Weeks from the date of confirmed LOI. Delivery of all goods is to be made at GNFC IT Division Office at Ahmedabad. Delivery date shall be considered as the date of receipt of last consignment of goods/Services at GNFC IT Division's site.		
5	Delay/Liquidated damages for delayed delivery/completion In case of delay in delivery/completion beyond agreed period associated penalty will be applicable as mentioned in Penalty clause of RFP.		
6	Warranty Warranty for all hardware items shall be for 3 years comprehensive back to back from OEM as mentioned Section 7.4		
7	Technical Documentation Technical Documentation shall comply tender specifications and it should be provided for all components of hardware, software and services offered.		

Sr.	Description	Acceptance (Yes/No/Yes with deviations)	Deviations (if any)
8	Performance Bank Guarantee (PBG) PBG shall be submitted for the 10% of the Order value as per GNFC IT Division format from any Nationalized/Scheduled commercial bank in event of Order. Validity of the PBG shall be up to end of Contract period + claim period of 6 months. Format for PBG is given in Annexure – III.		
9	Payment Terms Payments will be made as per the schedule given in 7.2 ALL THE PAYMENTS WILL BE RELEASED BY NEFT/RTGS ONLY.		
10	Validity of the offer Validity of the offer shall be 120 days from the date of Bid Closing.		
11	Repeat Order If required by GNFC IT Division, VENDOR shall accept the repeat order on same rates, terms and conditions within six months from the date of LOI/PO.		
12	EMD (Earnest Money Deposit) Bidder has to provide an EMD (Earnest Money Deposit) before submitting the Bid. The details of EMD instruments are to be entered online while submitting the bid and originals are to be submitted to GNFC IT Division at contact address mentioned in this document.		
13	Additional hardware / software Any additional hardware, software or service components if not specified in technical specifications and if it is required to complete the entire setup proposed above is to be highlighted and are to be quoted separately.		
14	Installation and configuration charges Installation and configuration charges are to be quoted separately with the applicable taxes.		
15	Accommodation / transportation GNFC IT Division will not provide boarding, lodging and internal transport facilities during implementation, testing, training period and onsite technical support.		
16	Security / Safety Bidder will have to make their own arrangements for Safety of persons working at GNFC IT Division and they will have to follow security procedures, rules and regulations.		
17	GCP / GCC Over and above the mentioned scope, terms and conditions, GNFC GCP (General Conditions of Purchase) and GCC (General Conditions of Contract) will be applicable.		

SECTION 7: PROJECT TIMELINE, PAYMENT SCHEDULE, SLA& PENALTIES:

7.1 Project Timelines:

7.1.1 Delivery :

Delivery period shall be of 4 weeks from the date of LOI. Delivery of all goods is to be made at GNFC IT Division Office at Ahmedabad/Gift Office/Bharuch to be conveyed. Effective date of order shall be date of release of LOI

Delivery date shall be considered as the date of receipt of last consignment of goods at GNFC IT Division's site with release note of GNFC IT Division.

7.1.2 Installation & Commissioning : Bidder shall Install Component within 2 weeks of time after Delivery

7.1.3 Configuration: Bidder shall configure Component as per GNFC IT Division requirement.

7.1.4 FAT (Final Acceptance Test) : Bidder to provide all Detailed Design Document, Connectivity Diagram, Technical Data Sheet, AS build Document, Configuration document

7.1.5 Work Completion Certification

7.2 Payment Schedule

a) No advance payment will be made on award of the contract.

Payment Terms

Annexure –I	b) 70% of Total bid value - Against Delivery c) 20 % on after complete installation and configuration. d) 10% payment shall be released against submission of 10% bank guarantee (PBG) that will be valid for three year and six Months claim Period.
Annexure –II	Post quarter after completion of three year warranty period.

Note: AMC cost for next 2 (Two) Years (4th & 5th Year) will be finalized along with the purchase of hardware/software and payment of the same will be at the end of successful completion of each quarter with SLA supporting attached along with the invoice.

7.3 SLA (Service Level Agreement)

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the successful bidder to GNFC IT Division for the duration of the contract. GNFC IT Division shall regularly review the performance of the services being provided by the successful bidder and the effectiveness of this SLA.

General Terms:

- (1) The AMC covers quarterly Preventive Maintenance visit (once every quarter) for checking, testing, cleaning and general maintenance of all equipment.
- (2) All breakdown calls, other than above services, shall be attended on priority as and when required.
- (3) The AMC covers all repairs/replacement of faulty spares without any charges.
- (4) The Service Provider shall maintain uptime of all services and keep important spares stand-by to maintain uptime.
- (5) The Service Provider shall submit schedule of maintenance in advance.
- (6) The Service Provider shall submit contact details of Support Team, Call Escalation Chart for tracking execution of calls and report any delay in attending Critical Calls

7.4 Service Categories / Penalties

7.4.1 SLA

- **Critical**: Router / Firewall when fail (not available for production more than 15 mins)
- **Medium**: Router / Firewall partial Function (not available for production more than 30 mins)
- **LOW**: Following Equipment when fail (not available for production more than 3 Hour)

In case, the uptime availability for each of the following systems under AMC is found to be less than 99.5% on (Quarterly Basis), the Non-Performance Deduction from quarterly payment shall be as per below mentioned table. The response time based on Severity Level of breakdown calls and penalty for each level will remain as under:

Severity Level	Uptime	Response Time from Call notification	Closing Time from Call notification
Critical	< 99.5%	Within 1 Hours	Within 2 hours
Medium	< 99.5% to >=99.0%	Within 8 Hours	Within 24 Hours
Low	< 99.0% to >=98.0%	Within 24 Hours	Within 36 Hours

Note: If any of the service call remains unattended and/or unsolved for more than 15 days of its reporting date, the client shall be at Liberty to invoke / Execute PBG and Levi other appropriate charges as deemed fit.

7.4.2 Penalty:

a) Delay in delivery and Implementation related penalty:

Item listed in BOM are to be delivered as per delivery Terms. In case of delay, the penalty of 1% of contract value per delayed week or part thereof will be levied up to maximum of 5% of contract value. If delay is beyond 5%, GNFC IT Division reserves the right to terminate the contract. GNFC IT Division reserves the right to purchase such product/services from market at cost and recover such cost from the Vendor.

SECTION 8: ANNEXURES

Annexure –I: Blank Price Bid Format with three years warranty

Table No. 1.As per the Bill of Material– Including 3 Year warranty

A. Hardware Components							
Sr. No.	Item Description	Qty (C)	Unit price (in Rs.)	Total Basic cost [F=E*(C)]	Type of Tax	Tax In (Rs.) (G)	Total with Tax (Rs.) (H=F+G)
1	Firewall (Hardware appliance)	1					
2	Firewall - Logging & Reporting (Hardware appliance)	1					
3	Router	2					
Total A Section							

Annexure– II: Blank Price Bid Format for annual support for 4th& 5th year

Table No. 2. Cost of AMC Support for 2 years After 3 Years of warranty

H. Hardware Components							
Sr. No.	Item Description	Qty (J)	Unit price (in Rs.)	Total Basic cost [M=L*(J)]	Type of Tax	Tax In (Rs.) (N)	Total with Tax (Rs.) (O=M+N)
1	Firewall (Hardware appliance)	1					
2	Firewall - Logging & Reporting (Hardware appliance)	1					
3	Router	2					
Total H Section							

Summary of price bidTable 3 = [Table 1 + Table 2]:

Sr. No.	Item	Year wise cost		
		Total with 3 year warranty (Inclusive Taxes)	4 th and 5 th Year AMC (Inclusive Taxes)	Total 5 years (Inclusive Taxes)
1	Total of Table 1 + Table 2			

Location (Installation to be performed):

Gujarat Narmada Valley Fertilizers & Chemicals limited,
304, GNFC Infotower,
Sarkhej-Gandhinagar Highway, Bodakdev, Ahmedabad - 380 054.

Annexure – III: Performance Bank Guarantee (PBG)

(To be executed on a Non-Judicial Stamp Paper of Rs.100/-)

SECURITY BOND

(Guarantee for Performance, Workmanship, Defects and Deficiencies)

THIS SECURITY BOND made this day of _____, 20__ BY a Banking Company incorporated under the _____ and having its Registered Office at _____ and a Branch Office at _____ (hereinafter referred to as the "Surety")

IN FAVOUR OF **GNFC IT Division**, a Company incorporated in the State of Gujarat under the Companies Act, 1956 (Act - I of 1956) and having its Registered Office at P.O. Narmadanagar-392015, Dist. Ahmedabad, Gujarat (hereinafter referred to as "Purchaser").

WHEREAS

(1) The Purchaser has issued a Purchase Order bearing No. _____ on the _____ day of 20__ (hereinafter referred to as the Contract) on M/s. _____ a _____ Company incorporated in the State of _____ under the Companies Act, 1956 (Act of 1956) having its Registered office at _____ (hereinafter referred to as the "Vendor") which expression shall include its successors and permitted assigns where the context so admits) for the work and jobs described in the said Purchase Order.

OR

@ The Purchaser has issued a Purchase Order No. dated _____ on Shri (Name & Address of the Proprietor) carrying on business as Vendor in the name and style of _____ (hereinafter referred to as the "Vendor" which expression shall include his heirs, executors, administrators and assigns where the context so admits) for the work and jobs described in the said Purchase Order.

OR

@ The Purchaser has issued a Purchase Order No dated _____ on S/Shri _____ (Names of all Partners and their addresses) all jointly carrying on business as Vendor in partnership in the name and style of M/s. _____, a partnership firm having its principal place of business at _____ (hereinafter referred to as the "Vendor" which expression shall include all the partners for the time being and from time to time survivors of such partners, or their heirs, executors, administrators and assigns where the context so admits) for the work and jobs described in the said Purchase Order.

(2) The said Purchase Order has been accepted by the Vendor by putting his/its endorsement at the bottom of the said Purchase Order on _____ day of _____ 20__. The said Purchase Order duly accepted by the Vendor is hereinafter referred to as "Contract" and the work and jobs described therein are hereinafter referred to as "Let Work".

(3) Under the provisions of the Contract, the Vendor is required to furnish at its cost to GNFC IT Division, a Security Bond in the form of a Bank Guarantee, in the amount of Rs. _____ (Say Rupees _____ only), being the amount equivalent to _____% (_____ per cent) of the total amount of cost of the Let Work, namely Rs. _____ (Say Rupees _____ only) to cover the Vendor's obligations and liabilities as to the performance, workmanship, defects and deficiencies of and in the Let Work, valid till the end of _____ months after the date of satisfactory completion and acceptance of the entire Let Work in all respects by the Purchaser.

(4) The Surety has at the request of the Vendor agreed to issue this Security Bond as the irrevocable letter of Bank Guarantee in terms of the said Contract on behalf of the Vendor, and Purchaser has agreed to accept the same.

@ strike-out which is not applicable.

NOW THIS BOND WITNESSETH AND KNOW ALL MEN BY THESE PRESENTS that the Surety is hereby held and firmly bound unto the Purchaser in the sum of Rs._____ (Say Rupees _____ only) to be paid to the Purchaser at its Registered Office on first demand forthwith, without any demur, dispute or objection, for the payment of which sum well and truly to be made, the Surety hereby unconditionally and irrevocably binds itself, its successors, executors, administrators, assigns and transferees, firmly by these presents.

IT IS HEREBY STIPULATED AND AGREED that the Surety shall pay to the Purchaser as aforesaid at the Registered Office of the Purchaser, without any demur, dispute or objection, forthwith on receipt of a written request from the Purchaser notifying any breach, failure or default by or on the part of the Vendor in providing, doing, performing, executing, fulfilling, keeping or carrying out any, each and every obligations and liabilities as agreed to between the Vendor and the Purchaser under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, or any loss or damage caused to or suffered by the Purchaser by reason of any breach, failure or default by or on the part of the Vendor in providing, doing, performing, executing, fulfilling, keeping or carrying out any, each and every of the obligations and liabilities under and on the terms and conditions of the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work. Such notification of any breach, failure or default on the part of the Contractor or as to the loss or damage caused to or suffered by the Purchaser shall be binding and conclusive upon the Surety and will not be called in question for whatsoever reason by the Surety and/or the Contractor.

NOW THE CONDITION OF THIS OBLIGATION IS THAT if the Vendor shall faithfully provide, do, perform, execute, fulfill, keep and carry out each and every of its obligations and liabilities under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work in time and manner provided therein and to the satisfaction of the Purchaser, and the Purchaser shall certify that the claims or dues, if any, under or by virtue of the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, are all fully paid, satisfied and discharged and/or the obligations, liabilities, terms and conditions under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, have been fully and properly provided, done, performed, executed, fulfilled, kept and carried out by the Vendor, and accordingly discharges this guarantee, then this obligation shall be null and void, otherwise the same shall remain in full force and virtue/effect.

The Purchaser shall be at full liberty without reference to the Surety and without affecting the guarantee given hereunder to postpone for any time or from time to time the exercise of any of the powers and rights conferred on the Purchaser under the Contract, or to enforce or to forbear from enforcing any such powers and rights, and the liability of the surety hereunder shall not in any way be impaired or discharged by reason of any time being granted to the Vendor by the Purchaser for the provision, doing, performance, execution, fulfillment, keeping and carrying out by the Vendor of all or any of its obligations and liabilities under the Contract in regard to performance, Workmanship, defects and deficiencies of and in the Let Work, or by reason of any forbearance, act or omission on the part of the Purchaser, whether with or without the knowledge or consent of the Surety, nor it shall be necessary for the Purchaser to sue the Vendor before suing the Surety for the recovery of the amount hereunder. The right of the Purchaser to recover the amount of this Security Bond from the Surety in the manner aforesaid shall not be affected by reason of the fact that any dispute or disputes have been raised by the Vendor with regard to its obligations, liabilities or otherwise under the Contract. The Guarantee herein contained shall not be determined or affected by change in the constitution/ownership/or the liquidation or winding up or insolvency of the Vendor, and shall in all respects and for all intents and purposes remain in full force and effect and shall be binding and operative until payment of all moneys due to the Purchaser hereunder are fully paid of. This is a continuing guarantee and the liability of the Surety hereunder is limited to Rs._____ (Say Rupees _____ only).

RFP for Implementation of Networking Components for GNFC – IT Division

This bond shall remain in full force and effect till and including the _____, 20__ . Unless a claim or demand under this bond is filed with the Surety within three months from the date of expiry of this bond, all rights of the Purchaser under this bond shall be forfeited, and the Surety shall be relieved and discharged from all liabilities hereunder.

It is further specifically agreed and undertaken that the Surety shall not revoke, cancel or terminate this guarantee at any time during its currency without the prior written consent of the Purchaser. Upon expiration of the term of validity, this bond shall be regarded as ineffective and may be returned to the Surety. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to :

Rs. _____ (Say Rupees _____ only). Our Guarantee shall remain in force until unless a claim under the Guarantee is made on us within three months from the date i.e. on or before _____ all the rights of the beneficiary under the Guarantee shall be forfeited and the Surety will be relieved and discharged from all liabilities hereunder.

IN WITNESS WHEREOF the Surety hereto acting through its properly constituted representative, thereunto duly authorized, has caused this Security Bond to be signed and executed in its name and on its behalf and delivered on the day, month and year first hereinabove written.

SIGNED SEALED AND DELIVERED For and on behalf of
by the SURETY WITHIN NAMED

SURETY

Annexure – IV: Covering Letter

(To be submitted on the letterhead of the Bidder)

[Location, Date]

To,

GNFC Ltd - IT Division– A Division of GNFC Ltd.

Ahmedabad

Ref: RFP Reference No.

Subject: Submission of Bid in response to the RFP for _____.

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our Bid/ proposal in response to your RFP Notification number..... for _____.

1. We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
2. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments thereto.
3. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
4. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
5. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may to our disqualification.
6. We understand you are not bound to shortlist/accept any or all the proposals you receive
7. We hereby declare that we qualify and fulfill all the eligibility criteria mentioned in the RFP.

Date:

Signature of Authorized Signatory

Place:

Name of the Signatory Company

Annexure-V: GCC & GCP Attachments:

- **General Condition of Contract (GCC)**
- **General Condition of Purchase (GCP)**
- **General Condition of Purchase GCP (Mini)**

Enclosed separately

Annexure – VI: NDA (Non-Disclosure Agreement)

Enclosed separately