Clarifications & Corrigendum –Page no 126 onwards

ERNET India
Education & Research Network

An Autonomous Scientific Society under Ministry of Electronics & Information Technology (MeitY), Govt. of India

www.ernet.in

TENDER

For

SELECTION OF SYSTEM INTEGRATOR

For

Setting up of ICT (Security) Infrastructure at 18 Remote Sites through Govt. e-Marketplace (GeM)

Tender No./ xxxx

Table of Contents

Section I: Notice Inviting Tender (NIT)

1. Notice Inviting Tender (hereinafter referred to as "NIT")

ERNET India, an autonomous society of Ministry of Electronics and Information Technology, Govt. of India mandated to facilitate education and research institutions of country in establishing smart ICT system invites proposals (hereinafter referred as the 'bid(s)') for entering into a Contract for **"Selection of System Integrator for Setting up of ICT (Security) Infrastructure for CERT-In at 18 Remote Sites"** (hereinafter referred to as 'the **Equipment(s) and Services'**). The Tender Document having reference number, Tender No./ xxxx (hereinafter referred to as 'the Tender Document') gives further details with regard to the invitation.

2. The Tender

2.1. Bidders must read the complete 'Tender Document'. This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. Bidders must go through the complete Tender Document for details before submission of their Bids.

2.2. Availability of the Tender Document: -The Tender Document shall be published on the Government E-Marketplace (GeM Portal) of Govt. of India. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned on GeM Portal.

2.3. **Clarifications:** - A Prospective Bidder requiring any clarification regarding the Tender Document may do so using GeM Portal. Also, please feel free to contact Sh. Anirudh Kumar, Joint Director (Contact no. 011-22170574), ERNET India anirudh@eis.ernet.in with copy marked to sunilmishra@eis.ernet.in for any query related to tender.

3. Eligibility Criteria for Participation in this Tender:

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations).

1. The Bidder must: be a Company registered in India under the Indian Companies Act 1956/2013 as amended with their registered office in India for the last three years as on 31.03.2022.

2. The bidder must:

(i) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
   a. Not stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by Government from participation in its Tender Processes; and/ or

b. Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government from participation in Tender Processes of all of its entities, for:

   i. offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or

   ii. offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or

   iii. suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

c. Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.

(ii) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition. To determine whether there has been an occurrence of act of conflict of interest, the decision by the Competent Authority, ENRET India shall be final and binding.

3. The Bidder must also fulfil other additional eligibility condition(s), if any, as prescribed in Tender Document (including addendums; if issued).

4. Bidder(s) shall go through F.No.6/18/2019 – PPD dated 23rd July 2020 issued by Department of Public Procurement, Ministry of Finance, Govt. of India and declaration with regard to the same shall be given in Form 1.2 (Eligibility Declaration). https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf

4. Purchase Preference Policies of the Government

1) As detailed in the Tender Document, ERNET India reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India (MII); MSME; Start-ups etc.).

2) This tender is only applicable for Class-I or Class-II Local Supplier as defined in Letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, Government of India (GoI) or as amended from time to time and uptil the date of submission of the bid by the bidders.

5. Pre-bid Conference:

Prospective Bidders may attend the Pre-bid conference (Offline/Online) for seeking clarification on Tender Document at the time, date, and place as mentioned on GeM

Portal. Participation in such a Pre-bid Conference is not mandatory. If the prospective bidder does not participate or submit any query, then no subsequent representations from them with regard to Tender Document shall be entertained.

6. **Submission of Bids:**

1) Bids must be uploaded by Bidder on GeM portal till the deadline for submission mentioned on GeM Portal. Bidder must comply with the conditions of the GeM Portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
2) Bidder must submit the bid complete in all respect; in the absence of which bid may be rejected.

7. **Bid Opening**

Bids received shall be opened online at the specified date and time mentioned on GeM Portal.

8. **Disclaimers and Rights of ERNET India**
The issue of the Tender Document does not imply that the ERNET India is bound to select bid(s), and it reserves the right, without assigning any reason, to:

a) reject any or all of the Bids, or
b) cancel the tender process at any stage; or
c) abandon the procurement of Equipment(s) and Services; or
d) issue another tender for identical or similar Equipment(s) and Services

Signed by

Tender Inviting Authority (TIA)

ERNET India

Section II: Instructions to Bidders (ITB)

1. The Tender Document

1.1 Basic Tender Details

The 'Tender Document' (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for the execution of turnkey project (including supply, installation, testing, commissioning, training and acceptance of Equipment(s) and provisioning of Services as detailed in Section IV: "Bill of Material" (hereinafter referred to as 'BoM'). Bidders must go through the entire Tender Document for further details. In this Tender Document, any generic reference to 'Equipment' shall be deemed to include such Equipment(s) or Services or both.

1.2 Interpretations, Definitions, Abbreviations

Section III: General Conditions of Contract (GCC), detailed Tenets of interpretation (GCC-clause 1.1), Definitions (GCC-clause 1.2), and Abbreviations (GCC-clause 1.4), which shall also apply to the rest of the Tender Document.

1.3 Overview of Contents

1) The Sections, Forms and Formats comprising this Tender Document are described in Instructions To Bidders (ITB)-clauses 1.4, 1.5 and 1.6 below. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOM file or other files that comprise this Tender Document.

2) Bidder must submit the bid in the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below along with signed tender document along with its all corrigendum and addendums. Bidder must declare in his bid Form (Form 1) that it has read, understood, complied, and stands bound by all requirements.

1.4 Sections of the Tender Document

1.4.1 Sections of the Tender Document

the Tender Document contains the following sections, which are described in subsequent sub-clauses:

1) Section I: Notice Inviting Tender (NIT)

2) Section II: Instructions to Bidders (ITB)

3) Section III: General Conditions of Contract (GCC)

4) Section IV: Bill of Material (BoM)

5) Section V: Technical Specifications

6) Section VI: Qualification Criteria

1.4.2 Section I: Notice Inviting Tender (NIT)

Section I – Notice Inviting Tender (NIT) provides a synopsis of information relevant for a Bidder.

1.4.3   Section II: Instructions to Bidders (ITB)

Section II: "Instructions to Bidders" - ITB provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award.

1.4.4   Section III: General Conditions of Contract (GCC)

Section III – General Conditions of Contract (GCC) describe the conditions that shall govern the resulting contract. In case of any conflict, provisions of GCC shall prevail over those in ITB and in case of any conflict of this tender document from GeM GTC, provisions of this tender document shall prevail over those in GeM GTC

1.4.5   Section IV: Bill of Material

Section IV – Bill of Material (BoM) describes the Equipment and Services required; Quantities and Units; City of Delivery; Bidder must fillup 'Form 2: 'Bill of Material-Compliance'.

1.4.6   Section V – Technical Specifications

Section V – This Section lays down the technical specification of the Equipment and services required. Bidders must give Compliance for all the specifications in Form 3: Technical Specifications compliance.

1.4.7   Section VI: Qualification Criteria:

Section VI: Qualification Criteria lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive. Bidders must fill up 'Form 4: Confirmation from Qualification Criteria' and 'Form 4.1: Experience Statement'. Bidders shall attach statements and documents to confirm conformity to Qualification Criteria .

1.5 Forms (To be filled, digitally signed, and uploaded by Bidders)

Please refer to clause 1.4 above to relate the following forms to the corresponding Sections.

1) Form 1:bid Form (To serve as a covering letter to both the Technical and Financial Bids)

   a) Form1.1: Bidder Information
   b) Form 1.2: Eligibility Declarations
   c) Form 1.3: OEM's Authorization

Form 2: Bill of Material - Compliance

Form 3: Technical Specifications- Compliance

Form 4: Qualification Criteria - Compliance

   (a) Form 4.1: Experience Statement

Form 5: Terms & Condition compliance

Form 6: Checklist for the Bidders

Form 7: Documents Relating to Bid Security

Form 8: Integrity Pact

Form 9: Make in India Certificate

Financial bid – BOQ Sheet (**Only Unpriced Financial Sheet i.e BoQ** shall be uploaded with Technical bid).

Signed tender document along with its all corrigendum and addendums

1.6 Other Formats

1) Format1.1: Bank Guarantee Format for Performance Security

2) Format 1.2: No Claim Certificate

3) Format 2: Authorization for Attending Pre-bid Conference.

4) Form 10: Non-Disclosure Agreement (To be submitted by successful bidder/Contractor only)

2 ERNET India - Rights and Disclaimers

2.1 ERNET India

ERNET India is the National Research and Education Network dedicated to support the needs of the research and education community within the country. It was established in 1998 as an autonomous scientific society registered under the Societies Registration Act, 1860 and works under the administrative control of Ministry of Electronics and Information Technology, Government of India. ERNET India operates terrestrial and satellite network and serving many institutions in various sectors, namely, health, agriculture, higher education, schools and science & technology.

Bids are to be addressed to the Registrar & CPIO, ERNET India in the ERNET India. The Tender Inviting Authority or its representative is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, Officer and Consignee(s) and paying authority who shall discharge designated function during contract execution.

2.2 Right to Intellectual Property:

The Tender Document and associated correspondence shall always remain the property of the ERNET India.

2.3 Right to Reject any or all Bids

The ERNET India reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process at any stage, and issue another tender for the same or similar Equipment at any time before the award of the contract. It would incur no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

2.4 Disclaimers

2.4.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.4.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the ERNET India..

2.4.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided in documentary or any other form, directly or indirectly, by the ERNET India or any of its authorised employees or its associated agencies.

2.4.4 Regarding Tender Document:

a) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, and analysis, check the information's accuracy, reliability, and completeness, and may obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The ERNET India, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

b) The ERNET India, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3 Bidders - Eligibility and Preferential Policies

3.1 Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document.

3.2 Eligibility Criteria for Participation in this Tender

As defined in NIT. It is not being reproduced here for the sake of brevity.

4 Purchase Preference Policies of the Government

ERNET India reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

a) Class I Local Suppliers under Public Procurement [Preference to Make in India (MII)] Order 2017" of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
b) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

c) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications;

4.1 Purchase preference to Make in India

Purchase preference to make in India would be provided in line with the Letter no .P-45021/2/2017-PP (BE-II). Dated 16th September, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI as amended from time to time.

4.1.1 Definition of Local Content and Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the equipment(s) procured (excluding net domestic indirect taxes) minus the value of imported content in the equipment(s) (including all customs duties) as a proportion of the total value, in percent.

a) 'Class-I local Supplier' is a supplier with local content equal to or more than 50%.
b) 'Class-II local Supplier' is a supplier with local content equal to or more than 20%, but less than that applicable for Class-I local Supplier.
c) 'Non - Local Supplier' is a supplier with local content less than that applicable for Class-II local Supplier, in sub-clause above.
d) The margin of purchase preference shall be 20%.

4.1.2 Eligibility to participate

a) Classes of Local Suppliers eligible to Participate: Based on the Make in India Policy, only Class-I and Class-II local Suppliers shall be eligible to participate in this bid.
b) Minimum local content for eligibility to participate shall be 20%.
c) **Non- local suppliers are not eligible to participate in this bid.**

4.1.3 Classification of Procurement and purchase preference methodology:

Under this tender, Procurement of Equipment(s) and services are not divisible in nature. This is an integrated work and objective of work is to setup equipment(s) at multiple remote locations and shall be connected with Data Center over Internet/MPLS to transfer the data which requires the work to be carried out as turnkey project & in a comprehensive manner wherein contractor is responsible for design, supply, installation, configuration, commissioning, training and also support and maintenance to ensure reliable functioning of envisaged project. As such work is clearly indivisible in nature and required to be carried out as a turnkey project consisting procurement and integration of networking, security and other hardware and software and thereafter support and maintenance of installed equipment(s). Hence bids will be evaluated on total bid price and Class-I local supplier will get purchase preference over Class-II local supplier as per following procedure:

a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.
b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase (20%) preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.
c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference

shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase (20%) preference matches the L-1 price, the contract will be awarded to the L-1 bidder.

d) No purchase preference will be given to Class-II local suppliers.

4.1.4 Calculation of Local Content in bid to be taken care by bidder

As this bid requires supply of multiple items (say "X1", "X2" and "X3") by a single bidder, **the local content calculation by the bidder in the bid shall be done as per below mentioned formula & conditions as per available on DPIIT website.**

a) Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") + (Sale price of "X3" - Value of imported content in "X3")) * 100/ (Sale price of "X1" + Sale price of "X2" + Sale price of "X3"). Where, "Sale price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all customs duties.

b) The cost of transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. will not be taken into account for calculating local content in any equipment.

4.1.5 Verification of local content and violations:

1) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the equipment(s) offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.

2) The 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) giving the percentage of local content as specified in Form-9.

3) Bids with false declarations regarding Local contents shall be rejected as non-responsive, in addition to punitive actions under the MII orders.

4.2 Support/ Preferential Treatment to Micro, Small & Medium Enterprises (MSMEs) and Start-up Enterprises

Policies of the Government to support Micro, Small & Medium Industries and Start-Up Enterprises shall apply to this procurement.

4.2.1 Support to MSEs

Relaxation in Prior Turnover: Relaxation in the prior turnover for MSEs (subject to meeting of quality & technical specifications) has been provided. However, MSEs must fulfill the prior experience Criteria as defined under Section-IV – Qualification Criteria. Further in respect of splitting of work for MSEs, as project is not divisible in nature so MSEs shall be awarded 100% work (i.e entire contract) if they fall in purchase preference of L-1+15% subject to matching the L-1 price.

4.2.2 Support to Start-ups

Relaxation in Prior Turnover: Relaxation in the prior turnover for start-up enterprises (subject to meeting of quality & technical specifications) has been

provided. However, Start-ups must fulfill the prior experience Criteria as defined under Section-IV – Qualification Criteria.

5 Bid Prices, Taxes and Duties

5.1 Prices

5.1.1 Competitive and Independent Prices

a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

  i)   those prices; or
  ii) the intention to submit an offer; or
  iii) the methods or factors used to calculate the prices offered.

b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5.1.2 Price Schedule

1) Bidders are to quote value of each line item on GeM portal in Financial Bid (BoQ) uploaded by ERNET India. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail. In case of any arithmetic mistake committed by bidder in Financial bid (BoQ) then ERNET India reserve the right to correct the same by taking unit price quoted by the bidder and quantities specified by the ERNET India.

2) Bidders shall fill in their rates other than zero value. Bid will be liable to be rejected if bidder **has filled Rs. 0 (zero) for any line item.**

3) The quoted unit price shall be considered to include all relevant financial implications.

5.1.3 Currencies of Bid and Payment

The currency of bid and payment shall only be Indian Rupees. All payments shall also be made in Indian Rupees only.

5.1.4 Non-compliance

Tenders, where prices are quoted in any other way, may be rejected as non-responsive.

5.2 Firm/ Variable Price

5.2.1 Firm Price

Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not variation on higher side any account.

5.3 Goods and Services Tax (GST)

1) Bidders should ensure that they are GST compliant Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their bids.

2) Bidder/Contractor undertakes that in case of non-compliance by the Bidder(s) of the GST provisions which results in blockage/reversal of any input tax credit to ERNET India, Bidder/Contractor shall be liable to indemnify the ERNET India any such loss of input

credit including interest, penalty and all incidental expenses incurred by ERNET India. Such indemnification may also be by way of invocation of any security deposit, deduction from any payment that ERNET India has to make to the Bidder/Contractor, as per the discretion of the ERNET India.

3) Bidder/Contractor undertakes to raise invoice within 10 days from date when the right to raise invoice and demand for payment accrues as per the contract terms. In case invoice is raised and submitted before the due date; then ERNET India reserves the right to return such invoice(s) to the Bidder/Contractor. In such a situation Bidder/Contractor would be required to raise fresh invoice as per the contract terms.

4) If the Bidder/Contractor fails to adhere the terms & conditions of the contract and ERNET deducts Liquidated Damages and/or SLA penalties for the same, then in such a case; ERNET India will charge GST over and above the Liquidated Damages and/or SLA penalties; as the case may be; and same shall be recovered from the Bidder/Contractor. This may vary; depending on the position of law on the date when such deduction is made.

5) Along with the invoice; Bidder/Contractor would be required to submit relevant documentary evidence to the effect that invoice submitted was issued either through e-Invoice system of GST or has been updated on GSTN portal using Invoice Furnishing Facility (IFF).

6) In case, in future any GST liability is required to be borne by ERNET India; which was the responsibility of the Bidder/Contractor, then the same shall be claimed from the Bidder/Contractor by way of raising debit notes.

7) ERNET India reserves the right to ask the Bidder/Contractor to submit relevant documents to ensure that they are GST compliant and in such a case Bidder/Contractor shall forthwith provide all such documents as may be required by ERNET India.

5.4 Payments

5.4.1 General

Payment terms laid down in clause GCC 10 shall be applicable.

5.4.2 No Advance Payments

No advance payment of any type (Mobilization, secured advances etc.), shall be made by the ERNET India to the contractor.

6 Downloading the Tender Document; Corrigenda and Clarifications

6.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned on GeM Portal. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

6.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the ERNET India may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same

manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the GeM Portal for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the ERNET India may suitably extend the deadline for the bid submission, as necessary. After the ERNET India makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

6.3 Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document through GeM Portal, **provided the clarifications are raised one day before the Pre-Bid conference**. The response to the clarifications (If any) shall be shared on the GeM portal. Any modification of the Tender Document that may become necessary in view of response given to the clarification; shall be made by the ERNET India by issuing an Addendum/ Corrigendum as per the sub-clause 6.2 above.

7 Pre-bid Conference

1) Prospective bidders interested in participating in this tender may attend a Pre-bid conference (Offline/Online) (at the venue, date and time specified hereinabove) to seek clarification to the Tender Document.

2) Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference and/or does not submit a written query through GeM Portal, it shall be assumed that they have participated in this tender process only after understanding the tender document in its entirety.

3) Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter as per the format in Format 2: "Authorization for attending a Pre-bid Conference" from their organisation; else, they may not be allowed to participate. The pre-bid conference may also be held online or offline mode at the discretion of the ERNET India. Maximum of two People from an organisation will be allowed to attend the Pre-bid conference.

4) After the Pre-bid conference, clarifications (if required) shall be published on the ERNET India's website and on GeM portal. If required, a corrigendum to the Tender Document shall be issued, containing amendments to the provision(s) of the Tender Document, which shall form integral part of the Tender Document. To give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the ERNET India may suitably extend, as necessary, the deadline for the bid submission.

8 Preparation of Bids

8.1 The bid

8.1.1 Language of the bid

The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the ERNET India shall be written in English. However, the

language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

8.1.2 Local Conditions and Factors

Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the ERNET India shall have no responsibility and shall not entertain any request from the bidders in these regards.

8.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, uploading, downloading, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the ERNET India may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the ERNET India shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

8.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions for remote from such context or other contrived or in between-the-lines interpretation is unacceptable.

8.1.5 Alternative Bids not allowed

Conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The GeM Portal shall permit only one bid to be uploaded.

8.2 Documents comprising the bid:

8.2.1 Technical bid

"Technical Bid" shall include inter-alia the original or scanned copies of duly inked signed or digitally signed copies of the following documents in .pdf format. .Pdf documents should not be password protected. ***No price details should be given or hinted in the Technical bid, in case the bidder provides any price details in technical bid, their bid shall be liable to rejected.***

1) Form 7: Documents relating to Bid Security: A Bid Securing Declaration (BSD) in lieu of bid security in the format provided therein shall be uploaded as per ITB clause 8.4.

2) Form 1: bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid);

   a) Form 1.1: Bidder Information;
   b) Form 1.2: Eligibility Declarations;
   c) Form 1.3: OEM's Authorization: Bidder must have been duly authorized by the eligible OEMs to quote for and supply the Equipment to the ERNET India in this particular tender specifically. Bidder shall submit OEM's authorization letter to this effect as per this.

3) Form 4: 'Qualification Criteria- Compliance': Documentary evidence needed to establish the Bidder's qualifications as stipulated in Section VI: Qualification Criteria as follows.

Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.

- Bidder shall also submit Form 4.1: Experience Statement to prove its technical, production and financial capabilities and eligibility, commensurate with requirements of this Tender.

4) Form 2: Bill of Material (BoM) - Compliance: Bidders should fill this form as a compliance of Equipment & Services offered by them, maintaining the same numbering and structure. Bidder shall also provide compliance statement of Schedule-IV as per attached Form 2.

5) Form 3 - Technical Specifications- Compliance: Bidder shall upload the required and relevant documents like technical data, literature, drawings, datasheets, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) with supporting documents, to establish that the Equipment and Services offered in the bid fully conform to the Equipment and Services specified by the ERNET India in the Tender Document. Bidder shall also provide compliance statement of Schedule-V along with Form 3.

6) Form 5 – Terms and Condition - Compliance: Bidder must submit compliance of Terms & conditions as per Form-5 Form

7) Form 6- Checklist for the Bidders. Bidder must also upload the Checklist given in the Tender Document as Form 6 to confirm that it has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.

8) Duly signed Form 8: Integrity Pact.

9) Form 9 : Make in India Certificate [To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs. 10 crores giving the percentage of local content].

8.2.2 Financial bid

"Financial bid" shall comprise the Price Schedule considering all financially relevant details, including Taxes and Duties as per Financial Bid (BoQ) Proforma.

8.3 Bid Validity

1) Bid Life Cycle (From Publish Date) : 90 Days

2) Bid Offer Validity (From End Date) : 75 Days

3) A bid valid for a shorter period shall be rejected as nonresponsive.

4) If required, before the expiry of the original time limit, the ERNET India may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically or as per GeM portal. A bidder may agree to or reject the request. A bidder who has agreed to the ERNET India's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

8.4 Bid Security - Related Documents

1) All Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as Form 7: Documents Relating to Bid Security, along with its Technical bid. The BSD is required to

protect the ERNET India against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.

2) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in ERNET India for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:

   (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or

   (b) after having been notified within the period of bid validity of the acceptance of his bid by the ERNET India:

       refuses to or fails to submit the original documents for scrutiny and/or the required Performance Security within the stipulated time as per the conditions of the Tender Document.

3) Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:

   a) receipt by Bidder of the ERNET India's notification of cancellation of the entire tender process or rejection of all bids or

   b) of the name of the successful bidder or

   c) forty-five days after the expiration of the bid validity (including any extension thereof)

4) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security.

8.5 Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.

2) furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, ERNET India will enforce Bid Security Declaration in such cases.

9   Signing and Uploading of Bids

9.1 Relationship between Bidder and e Procurement Portal (GeM Portal)

The ERNET India is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the GeM Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the GeM Portal. Bidders intending to participate in the bid shall be required to register in the GeM Portal. Bidders shall settle clarifications and disputes, if any, regarding the GeM Portal directly with them.

9.2 Signing of bid

The individual signing/ digitally signing the bid or any other connected documents should submit Copy of Board Resolution and/ or Power of attorney on Stamp Paper for authorize signatory, which authorizes the signatory to commit and submit bids on behalf of the bidder in

Form 1.1: Bidder Information. In case the bidder is awarded the contract then the person authroise by the bidder shall continue to act as the authorize representative of the bidder till the time of completion of contract. Any change in authorize signatory be informed forthwith to ERNET India along with the relevant document of authorize signatory.

9.3 Submission/ uploading of Bids.

9.3.1   Submission/ Uploading to the Portal

1) No manual Bids shall be made available or accepted for submission. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.

2) Bids shall be received only through GeM Portal on or before the deadline for the bid submission.

3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000as amended from time to time.

4) Bidders need to sign or up-load the Tender Document along with its corrigendum & amendments. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.

5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.

6) The ERNET India reserves its right to call for verification originals of all such self-certified documents uploaded by any of the bidders; at any stage of evaluation, especially from the successful Bidder(s) before the issue of Purchase Order .

7) **Bidder shall upload the price as per Financial Bid (BoQ) on GeM Portal without any Zero values in the unit price column.**

8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.

9) The ERNET India shall not be responsible for any failure, malfunction or breakdown of the electronic system/internet issues used during the e-Tender Process at bidder's end.

10) The ERNET India may extend the deadline for bids submission in which case all rights and obligations of the ERNET India and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

11) Bid submitted through modalities other than those stipulated in tender document shall be liable to be rejected as nonresponsive.

9.3.2   Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the GeM Portal and tender procedures and terms & conditions of the Tender Document.

9.3.3   Withdrawal of Bids

1) The bidder may withdraw his bid before the bid submission deadline.

2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the ERNET India shall be within its right to enforce Bid Securing Declaration in addition to other punitive actions provided in the Tender Document for such misdemeanour.

10 Bid Opening

The date & time of the opening bid is as stipulated on GeM Portal.

11 Evaluation of Bids and Award of Contract

11.1 General norms

11.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its bid and other allied information deemed appropriate by ERNET India. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

11.1.2 Minor Infirmity

1) In case of any minor infirmity in the bid document of bidder, the decision of the ERNET India shall be final in this regard.

2) Wherever necessary; ERNET India shall convey its observation to Bidder through GeM portal asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as non-responsive.

11.1.3 Clarification of Bids and shortfall documents

1) During the evaluation of Technical or Financial Bids, the ERNET India may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid within 3 days. The request for clarification shall be submitted on GeM Portal, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

2) ERNET India may ask original documents of uploaded scanned copies. If any substantive discrepancy found between original and Scanned uploaded copies; then the bid shall be liable to be rejected as non-responsive in ERNET India may enforce Bid Security declaration.

3) The ERNET India reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders as per GeM procedure after the technical bid opening.

11.1.4 Contacting ERNET India during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the ERNET India on any matter relating to the submitted bid. If a Bidder needs to contact the ERNET India for any reason relating to this tender and/ or its bid, it should do so only in writing or

electronically. Any effort by a Bidder to influence the ERNET India during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation and bid shall be liable to be rejected as nonresponsive in addition to enforcement of Bid Security declaration.

11.2 Evaluation of Bids

11.2.1 The evaluation process:

This Tender Process comprises of two Bid system i.e Technical and Financial Bids. Initially, only the technical bids shall be opened on the stipulated date of opening of bids. After that, the technical bids evaluation shall be done to ascertain whether and how many bids are meeting the eligibility, qualification criteria and Technical aspects. Opening of financial bids and their evaluation will be done in respect of only those bids which were submitted by those Bidders whose technical bid are declared successful after the evaluation process.

11.3 Technical Evaluation

Only substantively responsive bids shall be evaluated for technical evaluation. In evaluating the technical bid, conformity to the eligibility and qualification criteria, technical specifications of the offered Equipment and Services in comparison to those specified in the Tender Document will be ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated there-in. Bids with deviations shall be rejected as non-responsive. ERNET India reserves its right to consider and allow minor infirmity in technical Conditions as per ITB-clause 11.1.2.

11.3.1 Evaluation of eligibility

ERNET India shall determine, to its satisfaction, whether the Bidders are eligible as per NIT-clause 3 above to participate in the Tender Process as per submission in Form 1.2: Eligibility Declarations in Form 1: Bid Form. Bids that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

11.3.2 Evaluation of Qualification Criteria

ERNET India shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the Contract satisfactorily (subject to relaxation, as per tender document, for MSME/Start-ups) as per submission in Form 4 and its Form 4.1. This determination shall, inter-alia, consider the Bidder's financial, technical or other prescribed eligibility for meeting requirements incorporated in the Tender Document.

11.3.3 Evaluation of Conformity to Bill of Material and Technical Specifications and other parameters specified in Tender document

Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical solution, conformity of technical specifications, parameters, features offered vis- à-vis tendered specifications requirements, etc. If required, the short listed bidders may be asked for a detailed technical presentation, discussion on the solution and items offered in the bid. Further, TEC may ask the bidder to bring any selected items, sub items of their quoted items for technical evaluation at ERNET India or any other location decided by TEC in specified time limit with three days. In case, bidder fails to bring their quoted items within the stipulated time, for whatever reasons, their bid will not be considered for further evaluation. It is bidder's responsibility to showcase the desired parameter quoted in the bid by bidder. To do this, if bidder has to bring different tools, it will be responsibility of bidder to arrange at no cost to ERNET India.

11.3.4 Declaration of Technical Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above technical evaluation shall be considered for financial evaluation. The list of such technically successful bidders and the date and time for the opening of their financial bids shall be declared on the GeM Portal.

11.4 Evaluation of Financial Bids

11.4.1 Financial Bids

1) Evaluation of the financial bids shall be on the price criteria only. Financial Bids of all technically qualified bids will be evaluated and an e-Reverse Auction (e-RA) process will be conducted on GeM portal to determine the lowest cost (L-1) bidder.

2) The Reverse Auction (e-RA) process will governed as per GeM Portal and its procedures.

3) The comparison of the responsive Bids shall be on Total bid price of all the Equipment & Services quoted by the bidder in the price bid.

4) In line with the policies of the Government of India, as amended from time to time, the ERNET India reserves the right to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.

5) Bidder must submit Price Break up {(Financial Bid(BoQ)} sheet during Bid submission process as well as during e-RA {(Financial Bid(BoQ)}.

11.4.2 Price Negotiation

ERNET India reserves its right to negotiate with the lowest acceptable bidder (L-1) after e Reverse Auction (e-RA) process, which is declared techno-commercially successful for supplying Equipment and services on whom the contract would have been placed.

12 Award of Contract

12.1 The ERNET India's Rights

12.1.1 Right to Vary Quantities

During the Contract period, ERNET India reserves the right to increase or decrease the quantity of Equipment originally stipulated in Section IV: Bill of Material, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, provided this increase/ decrease shall not exceed 25 (twenty-five) percent of stipulated quantities. In case of increase of quantity, ERNET India will give reasonable notice and sufficient delivery & commissioning period.

12.2 Signing of Non-Disclosure Agreement

1) The Successful Bidder/Contractor shall sign a Non-Disclosure Agreement (NDA) with ERNET India as per Form-10 and submit the same within 14 days from the date of issue of contract.

2) The successful bidder shall also sign a Non-Disclosure Agreement with employees who are deployed in this project during implementation and operations.

3) The Successful Bidder/Contractor shall ensure that all persons, employees, workers and other individuals engaged by Bidder in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due

diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Bidder unless such person is found to be suitable in such verification and Bidder shall retain the records of such verification and shall produce the same to ERNET India/CERT-IN as when requested. ERNET India/CERT-In may also, if required, go for verification of manpower of contractor engaged for this project from government agencies.

12.3   Issuance of Contract

12.3.1 Selection of Successful Bidder

The ERNET India shall award the contract to the Bidder whose bid is technically successful and L-1 bidder (after e-RA process) if its final price is found to be reasonable, as per evaluation criteria detailed in the Tender Document.

12.3.2 Performance Security

Within fourteen (14) days of issuance of contract through GeM Portal, performance Security as per details in GCC-5.8 shall be submitted by the successful bidder to the ERNET India and if it fails to do so within the specified period, it shall be lawful for the ERNET India at its discretion to annul the award and enforce Bid Securing Declaration.

12.3.3 Publication of Tender Result

The name and address of the successful Bidder receiving the contract shall be published in the GeM Portal and notice board/ bulletin/website of the ERNET India.

13 Integrity Pact:

The bidder must comply with the Integrity Pact (IP) as a preliminary qualification and sign the Integrity Pact (IP) as at Form 8.

Section III: General Conditions of Contract(GCC)

1. General

1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1) The heading of these conditions shall not affect the interpretation or construction thereof.

2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.

3) Words in the singular include the plural and vice-versa.

4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Equipment Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.

6) Any reference to 'Equipment' shall be deemed to include the complete work i.e delivery, installation, testing, training, commissioning & warranty.

7) Any reference to 'Contract' shall be deemed to include all other documents) as described in GCC-clause 2.5.

8) Any reference to any Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time.

1.2 Definitions

In the contract, unless the context otherwise requires:

1) "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply Equipment, services or execution of works made as per the terms and conditions set out in a document inviting such offers.

2) "Bidder" (including the term 'Bidder', 'Successful Bidder', 'Contractor', 'System Integrator', or 'service provider' in specific contexts) means any person or company, every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a Tender Process.

3) "Bill of Quantities" (including the term Financial Bid (BOQ)) means the financial sheet and complete Bill of Quantities forming part of the bid.

4) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.

5) "Consignee" means the person to whom the Equipment are required to be delivered as stipulated in the contract or intimated at later date.

6) "Contract" means and includes 'Contract issued from GeM Portal', 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or , or' Agreement' or a 'repeat order' accepted/ acted upon by the contractor or any amendment thereof, or a 'formal agreement', under specific contexts;

7) "Bidder/Contractor/ Successful Bidder" (including the terms 'Supplier' or 'Service Provider', 'System Integrator', or 'Firm' or 'Vendor' or 'Bidder' under specific contexts) means the person, firm, company, with whom the contract is entered into and shall be deemed to include the contractor's successors (which is/are approved by the ERNET India), representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;

8) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).

9) "General Conditions" means the General Conditions of Contract, also referred to as GCC.

10) "Equipment/ Equipment & Services" (including the terms items, equipment, Services in specific contexts). Any reference to Equipment shall be deemed to include specific services that are Installation, Commissioning, Training, Testing, Acceptance and Maintenance etc.

11) "Government" means the Central Government or a State Government as the case may be and includes Autonomous Bodies, agencies and Public Sector Enterprises under it, in specific contexts;

12) "CERT-In" means Indian Computer Emergency Response Team, Ministry of Electronics and Information Technology Government of India who has entrusted ERNET India for procurement of Equipment and services laid down in this tender document. CERT-In is end user of this project.

13) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the Equipment or services or works, and comparing the same with the specified requirement to determine conformity.

14) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).

15) "Parties": The parties to the contract are the "Contractor" and the ERNET India, as defined in this clause;

16) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;

17) "Location of Delivery" the delivery location of the Equipment shall be deemed to take place on delivery of the Equipment, at following places (as defined in Section-IV-BoM) as per the terms and conditions of the contract -

18) "Consignee" The consignee at his premises; or the consignee at the destination station in case of a contract stipulating for delivery of Equipment at the destination station.

19) "Procurement" (or 'Purchase', or 'Government Procurement/ Purchase') means the acquisition of Equipment/ Services/ works by way of purchase, either using public funds or any other source of funds (e.g. grant etc.) of Equipment, works or services or any combination thereof, by ERNET India, The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;

20) "The Procuring Entity/Organisation" means ERNET India in its capacity as Implementing agency of CERT-In procuring Equipment & Services;

21) "Procurement Officer" means the officer dealing the project issuing the Tender Document, Purchase order from GeM and/or the signing contract or etc. on behalf of the ERNET India;

22) "Specification" or "Technical Specification" means the drawing/ document/ standard/Datasheets or any other details governing the supply of Equipment or performance of services that prescribes the requirement to which Equipment or services have to conform as per the contract.

23) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;

24) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the ERNET India on GeM Portal to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.

25) "Tender No./ xxxx" refers to the GeM Bid Number, Bidders should add this number same as GeM Bid Number in all documentation pertaining to this tender.

26) "GeM Portal"; (includes e procurement) Government e Marketplace website on which this tender will be hosted and other tender related activities will be performed.

27) "Central Sites/ Central Location "; Data Centers location in this bid , one will be used as Primary Data Center (DC) and another will be as Disaster recovery Data Center (DR).

28) "Sites/ Remote Sites"; Locations where equipment(s) will be delivered and will be connected to Central sites through IPSec over MPLS VPN.

1.3 Abbreviations:

Abbreviation	Definition
AMC	Annual Maintenance Contract
BOQ	Bill of Quantities (Price Schedule)
BSD	Bid Securing Declaration
CGST	Central Equipment and Services Tax
CMC	Comprehensive Maintenance Contract

Abbreviation	Definition
DC	Primary/ Main Data Center
DR	Disaster Recovery Data Center
DPIIT	Department for Promotion of Industry and Internal Trade
DSC	Digital Signature Certificate
e-RA	Electronic Reverse Auction
EFT/ NEFT	(National) Electronic Funds Transfer
GCC	General Conditions of Contract
GeM	Government e-Marketplace
GeM ATC	GeM Additional Terms and Condition
GeM GTC	GeM General Terms and Conditions
GeM STC	GeM Standard Terms and Conditions
GST	Equipment and Services Tax
IEM	Independent External Monitor
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
MII	Make in India
MSE	Micro and Small Enterprises
MSME	Micro, Small and Medium Enterprises
MPLS	Multi-Protocol Label Switching
NIT	Notice Inviting Tender
NMS	Network Management System/software
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PC	(Indian) Penal Code
P.O	Purchase Order
SC	Scheduled Caste
SITC	Supply, Installation, Testing & Commissioning
ST	Scheduled Tribe
TIA	Tender Inviting Authority

2 The Contract

2.1 Language of Contract

The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2 The Entire Agreement

The Contract to be issued on GeM portal and its related documents constitutes the entire agreement between the ERNET India and the contractor.

2.3 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

2.4 Parties

The parties to the contract are the contractor and the ERNET India, as defined in GCC-clause 1.2 above and nominated in the contract.

2.5 Contract Documents

The following conditions and documents shall be considered to be an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

1) Contract issued on GeM Portal.

2) Valid and authorized Amendments issued to the contract.

3) Final written submissions made by the contractor during negotiations, if any;

4) GeM (GTC i.e General Terms and Conditions)

5) GeM (STC i.e Special Terms & Conditions & ATC i.e Additional Terms & Conditions) if any

6) the contractor's bid;

7) Forms and Formats signed and submitted by bidder

8) Integrity Pact

9) Non-Disclosure Agreement (NDA)

10) Modifications/ Amendments, Waivers and Forbearances

11) Tender Document and its amendment/Corrigendum

2.5.1 Modifications/ Amendments of Contract

1) If any of the contract provisions must be modified after the contract issued, the modifications shall be made in writing and signed by the ERNET India, and no modified

provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the ERNET India. Requests for changes and modifications may be submitted in writing by the contractor to the ERNET India. At any time during the currency of the contract, the ERNET India may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

2) If the contractor does not agree to the suo-moto modifications/amendments made by the ERNET India, he shall convey his views within 10 days from the date of amendment/ modification conveyed. Otherwise, it shall be assumed that the contractor has consented to the amendment.

3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the ERNET India unless and until the same is incorporated in a formal instrument and signed by the ERNET India, and till then the ERNET India shall have the right to repudiate such arrangements.

2.5.2 Waivers and Forbearances

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

1) Any waiver of ERNET India's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the ERNET India granting such waiver and must specify the terms under which the waiver is being granted.

2) No relaxation, forbearance, delay, or indulgence by ERNET India in enforcing any of the terms and conditions of this Contract or granting of an extension of time by ERNET India to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of ERNET India under this Contract, neither shall any waiver by ERNET India of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3 Governing Laws and Jurisdiction

1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Contract/Purchase Order or the contract Agreement has been issued. The courts of such a place (i.e New Delhi) shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

4 Communications

4.1 Communications

1) All communications under the contract shall be served by the parties on each other in writing (Letter/email), in the English language, and served in a manner customary and acceptable in business and commercial transactions.

2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.

4) Such communications would be an instruction or a notification or an acceptance or a certificate from the ERNET India, or it would be a submission or a notification from the contractor.

4.2 The person signing the Communications

For all purposes of the contract, there under all communications to the other party shall be signed by:

1) The Authorise signatory on behalf of the contractor shall sign all correspondences.

2) the Procurement Officer signing the contract shall administer the contract and sign communications on behalf of the ERNET India. consignees; Project executing officer; Inspecting officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3 Address of the parties for sending communications by the other party.

1) For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

   a) The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to the ERNET India. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and

   b) The address of the ERNET India shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the ERNET India presently dealing with the contract.

   c) In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Officer; Project executing officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the ERNET India and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5 Contractor's Obligations and restrictions on its Rights

5.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The Contractor must proactively keep the ERNET India informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

5.2 Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the ERNET India within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to the Change regarding declarations made by it in its bid in Form 1.2: Eligibility Declaration

5.3 Consequences of a breach of Obligations

Should the contractor commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the ERNET India informed. However, at its discretion, the ERNET India shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the ERNET India as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

5.4 Assignment and Sub-contracting

1) All the manpower to be deployed in project for delivery, installation, testing & commissioning and resident engineer, technical support and maintenance including onsite support should be on the payroll of the bidder/Contractor or OEM equipment offered. Outsourcing of manpower will not be allowed.

2) the contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

3) the contractor shall take prior permission in writing from ERNET India for any sub-contracting that contractor wish to enter into for limited Works (e.g loading/ unloading, racking and stacking of equipment(s) etc.) .

4) If the Contractor sublets or assigns this contract or any part thereof without such permission, the ERNET India shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

5.5 Indemnities for breach of IPR Rights or from other issues

1) the contractor shall indemnify and hold harmless, free of costs, the ERNET India and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Equipment provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

   a) any design, data, drawing, specification, or other documents or Equipment provided or designed by the contractor for or on behalf of the ERNET India.
   b) The installation of the Equipment by the contractor or the use of the Equipment at the ERNET India's / CERT-In/ other end user Sites.

2) If any proceedings are brought, or any claim is made against the ERNET India arising out of the matters referred above, the ERNET India shall promptly give the contractor a notice thereof. At its own expense and in the ERNET India's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the ERNET India informed.

3) If the contractor fails to notify the ERNET India within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the ERNET India shall be free to conduct the same on its behalf at the risk and cost to the contractor.

4) At the contractor's request, the ERNET India shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

5) The Contractor shall be solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The contractor would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the ERNET India, end users/ its customers against the effect of non-observance of any such laws.

5.6 Confidentiality and IPR Rights

5.6.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the ERNET India/ CERT-In and must not be shared with third parties or reproduced, whether in whole or part, without the ERNET India/ CERT-In's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the ERNET India/ CERT-In, together with a detailed inventory thereof.

5.6.2 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the ERNET India/ CERT-In to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the ERNET India/ CERT-In and shall not, without the prior written consent of ERNET India/ CERT-In neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the ERNET India/ CERT-In, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

5.6.3 Obligations of the contractor

1) Without the ERNET India/ CERT-In's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

2) The contractor shall treat and mark all information as confidential and shall not, without the written consent of the ERNET India/ CERT-In, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

3) Notwithstanding the above, the contractor may furnish to its holding company such documents, data, and other information it receives from the ERNET India/ CERT-In to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company an undertaking of confidentiality similar to that imposed on the contractor under the above clauses.

4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

   a) now or hereafter is or enters the public domain through no fault of Contractor;
   b) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the ERNET India/ CERT-In ; or
   c) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

5) The above provisions shall not in any way modify any undertaking of confidentiality given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.7 Performance Bond/ Security

1) The successful bidder shall submit a Performance Security of 3% of total value of Contract within 14 days from the date of issuance of contract. The Performance Security in the form of Bank Guarantee, Fixed Deposit and Insurance Surety bond should be valid for a minimum period of 41 months (Implementation period+ Warranty Period+ Claim Period of 3 months). The Performance security shall be shall be submitted in one of the following forms:

   a. Insurance Surety Bonds/ Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee from a Commercial bank or online Payment (Account details given below).

1.	Beneficiary Name & Address	ERNET India, 5th Floor, Block I A Wing, DMRC IT Park, Shastri Park, Delhi-110053
2.	Bank Name	Bank of India
3	Bank Branch & Address	Electronics Niketan 6 CGO complex New Delhi
4	Beneficiary Account No	604810100002033
5	IFSC code	BKID0006048

The performance security must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to our Bank as given above by sending IFN 760 COV Bank Guarantee Advice Message.

b. Bank Guarantee should be issued by a scheduled commercial bank in India in the prescribed form provided in Format 1.3.

2) If the contractor, having been called upon by the ERNET India to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the ERNET India at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action.

   (a) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the ERNET India at its discretion to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or

   (b) without terminating the Contract:

   recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the ERNET India, or
   treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default.

3) Contractor needs to extend the validity of Performance Security as and when asked by ERNET India due to Extension of project timelines or if any other valid reason.

4) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.

5) The ERNET India shall be entitled, and it shall be lawful on his part, to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

   any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with ERNET India or any part thereof for any loss or damage recoverable from the contractor which the ERNET India may suffer or be put to for reasons of or due to above defaults/ failures/ neglect.

6) Subject to the sub-clause above, the ERNET India shall release the performance security without any interest to the contractor on completing all contractual obligations at the satisfaction of ERNET India, including the warranty obligations.

7) No interest will be payable by ERNET India on any security deposit, amount forfeited, liquidated damages, SLA penalty, amount withheld any delayed payment by ERNET India.

5.8 Permits, Approvals and Licenses

Whenever the supply of Equipment and Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid.

6 Scope of work and Technical Specifications

6.1 The Scope of work

8) This contract is for the delivery, installation, testing, commissioning & acceptance of the Equipment(s) along with support and maintenance as per the description, specifications, and the quantities outlined in the tender. Contractor shall provide escalation matrix for implementation and maintenance of project.

1) Contractor will install, configure and integrate all equipment(s) at designated sites essential and incidental to make the complete solution functional. Routers cum firewall at each site shall be configured and integrated with IPSec tunnel(s) over the MPLS /Internet Links for establishment of transfer of data between remote sites and designated Data Center.

2) Equipment(s) installation, commissioning is the responsibility of the Contractor and OEM. The respective OEM engineers must actively participate in the installation & commissioning along with the Contractor, for which necessary back-to-back arrangements are to be ensured. During maintenance phase, onsite support from OEM is responsibility of Contractor.

3) Contractor is required to configure/reconfigure/migrate IPsec tunnels whenever Primary (Main) Data Centre and Disaster Recovery sites are commissioned.

4) The work at the designated sites shall be accomplished per site basis defined in Delivery terms (GCC clause 9.4). Once a site / multiple sites is/are completed i.e. delivered, commissioned and internally tested by contractor and is/are offered for acceptance to ERNET India, ERNET India may perform the acceptance tests and issue an acceptance for that site/site(s).

5) MPLS /Internet Links will be provided by ERNET India or its end user. Contractor shall align and coordinate with link service provider to integrate the solution.

6) Contractor shall also provide hands-on training to a team of 10 officials nominated by ERNET India on the proposed solutions for five (5) working days. The Schedule and venue of training shall be at New Delhi or any other location decided by ERNET India.

7) Contractor Shall also provide Professional level certifications (CCNP/JNCIP or equivalent) in networking by OEM for 10 officials nominated by ERNET India.

8) Since the project is to be implemented in a secured environment, all the updates/patches of the devices and software solutions should be able to update without direct connectivity to Internet. The updates/patches files shall be able to download in an independent system; which in-turn can carry out the update/patching etc. through periodic & on-demand Pull/Push mechanism.

9) Contractor shall perform Site Survey at its own cost before installation. Additionally,

   a. Quantity and Type of SFP/QSFP specified in BoM and BoQ are on preliminary estimation basis. Actual quantities required to be delivered and installed may vary on lower/higher side as per project requirement at each site. Contractor will inform ERNET India for actual requirements of SFP/QSFP at each site. Only In case quantities specified for any of the site vary on a higher side then contractor shall proceed with the installation & commissioning at such site for equipment(s) as per requirements after obtaining due approvals from ERNET

India. Contractor must note that the payment of SFP/QSFP will be made for only duly approved number of SFP/QSFP per site after due verification of same by ERNET India during acceptance testing. SFP/QSFP Payment will be made as per actual utilisation. Further, spare SPF/QSFP shall be handed over to Central Location (Location no. 18) after implementation of project.

b. Contractor is responsible for extension of power from Main power supply connectivity wherever Rack/Enclosure is required and provisioned by contractor.

c. Any electrical works (including earthing) and materials required to extend power from main power supply to the equipment will be Contractor's responsibility.

10) Acceptance Testing (AT):

The Acceptance Test plan shall be submitted within 15 days of issuance of Contract by Contractor to ERNET India for approval. AT shall be carried out jointly by Contractor and ERNET India/CERT-In. On successful completion of AT, certificate per site shall be issued by ERNET India to the contractor as per below accomplishment of work.

a. Contractor will support and configure the equipment on any connectivity link. This link could be an Internet link or MPLS Link. Contractor shall configure the equipment(s) to establish the data transfer over IPSec tunnels over the provided link from these site(s) to required data centre.

b. It may be noted by the Contractor that , initially all sites may not have MPLS connectivity, though after establishment of MPLS connectivity at such locations , contractor shall reconfigure the equipment(s) to establish the data transfer through IPSec tunnels from remote location to required data centres. This reconfiguration of equipment(s)/ IPSec tunnels may be asked by ERNET India within the defined warranty period.

c. It is also to be noted by Contractor w.r.t acceptance of site # Loc 18, ERNET India may accept the equipment without commissioning i.e. just upon delivery of equipment in good condition and after successful power on test, if the location of commissioning is not finalized. However, ERNET India may ask for commissioning of these equipment(s) anytime during the warranty period.

d. Contractor will carry out Vulnerability assessment (VA) and Penetration Testing (PT) using certified tool through a Third-party certified agency (CERT-IN empanelled Security auditors) before acceptance.

e. Responsibility of Contractor during acceptance test (AT) and commissioning is to provide below mentioned artefacts but not limited to:

   i. OEM certification of all the equipment(s) installed.
   ii. Low level and High Level design
   iii. All hardware and software items must be installed at site as per the specification and transfer of data between central (data centre/data centres) and remote sites over IPSEC tunnel.
   iv. Successful Vulnerability assessment (VA) and Penetration Testing (PT) report.

     v.   Availability of all the defined services shall be verified.

    vi.   Draft Network security policy document

   vii.   Any other document/activity identified during project implementation period.

f. ERNET India may require the Contractor to carry out any test and/or inspection not specified in the Contract but deemed necessary to verify that the characteristics and performance of the equipment(s) and services comply with the technical specification's codes and standards under the Contract. The Contractor shall be required to carry out such test and/or inspection at its own cost.

6.2 Technical Specifications and Standards

The Equipment & Services to be provided by the contractor under this contract shall conform to the technical specifications mentioned in `**Technical Specification' under Sections V** of the Tender Document. For standards and requirements where no applicable specifications are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Equipment supplied shall be:

1) Entirely brand new and unused.

2) The hardware specifications provided in the tender is the minimum required and bidder may quote for higher specifications to optimize as per their solution requirements. The bidders should quote the products strictly as per the tendered specifications or of higher specifications giving exact make & model and specifications. All the technical literature for the products offered by the bidder may be enclosed in the bid.

3) The bidders should give clause-by-clause compliance for the technical specification of the equipment along with cross reference of individual points from product data sheet/ literature which is to be submitted in their technical bids.

6.3 Warranty and Maintenance:

The following warranty clauses shall apply:

1) The Equipment supplied and services rendered by the Contractor shall be in accordance with the tender specifications & quality. The Equipment(s) shall carry onsite Comprehensive Warranty for Three (3) year. The warranty period shall start from the date of successful commissioning by contractor and acceptance by ERNET India for each site

2) Warranty for those equipment(s) which will be delivered at Location -18 will start from the date of verification and successful power on test.

3) Obligations of the contractor under the warranty clause will remain valid for all the sites installed, accepted and paid-for; even though the contract is terminated for any reason whatsoever.

4) OEM Warranty certificates must be submitted by Contractor at the time of acceptance of Equipment. Warranty should also reflect in the support website of the OEM if such option is provided by the respective OEMs.

5) The equipment to be ordered through P.O/Contract are meant to be deployed across various location across country. In case any of the installed / non-installed equipment(s) are shifted from one location to another then in such a case contractor shall be responsible to provide warranty, support, maintenance and RMA (Return Merchandise Authorization) at such locations also.

6) **Retention Policy:** Since the equipment(s) to be deployed in a security projects; therefore data privacy shall be ensured through Storage Retention Policy i.e. ERNET India/CERT-In shall retain the faulty storage disks/media/memory in case of any replacement during the maintenance. In case of replacement of device/equipment, ERNET India/CERT-IN shall retain all the storage disks (faulty or otherwise). No additional cost will be paid for any retained storage disks.

7) In case of any rectification of a defect or replacement of any defective Equipment during the warranty period, the warranty for the rectified/ replaced Equipment shall remain till the original warranty period and same should reflect on OEM's website with revise equipment details, if such facility available with OEM.

8) All ongoing software upgrades for all major and minor releases should be provided during the warranty period.

9) OEM support should be provided on all days and at all hours.

10) All types of support (hardware trouble shooting, maintenance etc.) at sites will be provided by the Contractor.

11) **Manpower for maintenance:** Contractor will deploy two resident engineers during business hours (09.00 am to 06.00 pm) from Mon to Saturday (i.e 6 days a week) at specified location i.e Bengaluru and/or Delhi from the date of acceptance of sites. The Deployed manpower must have B.Tech/MCA degree with CCNA/JNCIA or equivalent certifications and minimum experience of three years on subject matter (i.e on installed hardware). The Resident Engineer as asked in the tender should be on direct muster-roll (pay-roll) of the Contractor. Compliance with relevant applicable laws including but not limited to provident fund, ESI etc. needs to be ensured by the contractor. An undertaking to this effect should be submitted by the Contractor. The roles and responsibilities of manpower is to monitor, manage, configure/re-configure the IPSec tunnels/supplied hardware etc. procured under the project's scope including the monthly / weekly reports or any other project related work assigned by ERNET India. Payment for manpower will be made based on the number of days of actual attendance. In addition, Penalty @ Rs. 2000/- per day will be imposed on each day absence of each manpower.

12) **Uptime of installed Equipment(s):** The contractor shall arrange for regular upkeep and maintenance of the equipment to keep the equipment running to its optimal capacity. The contractor shall be required to maintain the installed system till the completion of warranty period of individual site through its nearest support centre. In case of fault, Resident Engineer/ ERNET India/CERT-In will log complain to contractor's toll free number/ web support system/ ERNET India's NMS portal. Complaint shall be resolved within 24 hrs from the time of call logged in business hours (i.e. 09.00am to 06.00 pm). This will be termed as a permissible time per site.

13) **Penalty:** In case of Data Transfer gets interrupted, due to fault at Remote Site in equipment (s))/ or for any other reasons attributable to supplied equipment(s) and services under warranty, Penalty @ 0.25 % of total equipment(s) value per site per day or part thereof will be deducted beyond permissible limits. In case of equipment faults persist for more than 72 hours, Penalty @ 0.5 % of total equipment value per site per day or part thereof the day will be deducted. In case, any site goes down more for than fifteen (15) days, ERNET India may initiate termination for default and take remedial action(s) accordingly as per GCC Clause 12.1. Penalties will be deducted from due payment/performance securities.

7   Inspection and Quality Assurance

7.1 Tests and Inspections

ERNET India or its representative shall have the right to inspect or to test the Equipment to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspecting authority at no charge to ERNET India. In case any inspected or tested equipment fail to conform to the specifications, ERNET India may reject them and supplier shall replace the rejected equipment with the equipment in conformity with the specification required free of cost to ERNET India.

7.2 Consequence of Rejection

Upon the Equipment being rejected by the ERNET India, the ERNET India shall be at liberty to:

1) Demand that such stores shall be removed by the contractor at his cost subject as hereinafter stipulated, within 15 days of the date of intimation of such rejection. The decision of the ERNET India in this regard shall be final in all respects. The Contractor shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacing Equipment without being entitled to any extra payment on that or any other account. ERNET India/CERT-In will not return the Hard Disk from used systems.

7.3 ERNET India's right of Rejection of Inspected Equipment

1) Equipment accepted by the ERNET India and/ or its inspector at the initial inspection and final inspection in terms of the contract shall in no way dilute the ERNET India's right to reject the same later if found deficient concerning 'Technical Specifications'.

2) Notwithstanding any approval which the ERNET India may have given in respect of the Equipment or any materials or other particulars or the work or workmanship involved in the performance of the contract and notwithstanding delivery of the Equipment, it shall be lawful for ERNET India, to inspect, test and, if necessary, reject the Equipment or any part, portion or consignment thereof, after the Equipment' arrival at the final destination within a reasonable time after actual delivery thereof at the delivery locations mentioned in the contract, if such Equipment or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

8   Transfer of Assets and Insurance

8.1 Transfer of Assets

The ownership of the supplied Equipment along with its warranty and all other associated rights shall be transferred within 30 days to CERT-In, after successful Commissioning by contractor and Acceptance of sites by ERNET India. All the risks, responsibilities, liabilities thereof in respect of all equipment at each site shall remain with contractor till handover to CERT-In. All licenses are to be provided in the name of **Indian Computer Emergency Response Team, Ministry of Electronics and Information Technology Government of India**. Contractor shall provide following documents during handover of assets for individual sites:

1) Invoices with serial no of devices
2) Bill of Material
3) OEM Warranty certificates
4) Duly received Delivery challan of locations
5) Software license detail, if any
6) Acceptance reports
7) Any other document specified by ERNET India

8.2 Insurance

The Bidder shall also arrange to get equipment insured to cover loss/damage due to theft, burglary, fire, or any natural disaster for the period till 60 days after successful acceptance as defined in terms of delivery in this tender document. Bidder shall be required to extend the insurance period in case, there is delay in commissioning & acceptance of project.   The insurance shall not be for an amount less than 100 percent of the value of the equipment as mentioned in the Contract. Bidder may include cost of insurance in the unit price of equipment(s) quoted in the price bid.

9 Terms of Delivery and delays

Delivery means Delivery, installation, testing & commissioning of supplied equipment(s) unless stipulated otherwise.

9.1 Effective Date of Contract

The effective date of the contract shall be the date on which it has been issued by issued by GeM Portal. The dates of deliveries shall be counted from the date of contract.

9.2 Time is the Essence of the contract

The time for and the date for delivering the Equipment stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended period, if any.

9.3 Locations of Delivery

The tentative Locations where the Equipment are to be delivered is stipulated in Section VI – Bill of Material.

9.4 Terms of Delivery installation, commissioning

1. All Equipment & Services shall be offered at site including logistics, transportation, loading/unloading, installation, testing & commissioning. Cost of the same shall be included in offer price. All aspects of safe delivery shall be the exclusive responsibility of the contractor.

2. Any changes in locations shall also be confirmed at the time of release of Purchase order/Contract. Contractor should obtain list of end user locations from ERNET India at the time of signing of Contract and adhere to the same. ERNET India reserve the right to change of location before delivery of Equipment(s) to designated locations. However, any relocation of equipment(s) in the same city shall not be treated as change of location before equipment(s) installation. No Equipment shall be deliverable to the ERNET India/CERT-In on Sundays and public holidays or outside designated working hours without the written permission of ERNET India/CERT-In.

3. The contractor shall deliver the consignment at the place/ places as detailed in the Bid/contract, the quantities of the Equipment detailed therein, and the Equipment shall be delivered not later than the dates stipulated in the Bid/contract. The delivery shall not be complete unless the Equipment are inspected and accepted by the ERNET India/CERT-In or by any designated officer as provided in the contract.

4. The contractor fails to dispatch the Equipment before the expiry of the delivery period then contractor must apply to ERNET India in writing to extend the delivery period and only if approved by the ERNET India then only dispatch the balance quantity in specified delivery time limit. If the contractor delivers the Equipment without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against ERNET India.

5. Contractor shall complete the delivery, installation, testing and commissioning of all the equipment(s) at all sites within 60 days from the date of issuance of Contract.

9.5 Delay in the contractor's performance

If the contractor fails to deliver the Equipment (s) or delays in provision of Services (e.g. installation, commissioning, training, maintenance etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the ERNET India may without prejudice to his other rights:

(1) recover from the contractor liquidated damages as per clause 9.6(2) below, and/or

(2) treat the delay as a breach of contract as per GCC clause 12.1 below and avail all the remedies therein.

9.6 Extension of Delivery Period and Liquidated Damages:

1) The original Delivery Period may be re-scheduled by the ERNET India without any Liquidated damages if such reschedule is warranted due to Force Majeure conditions

mentioned below clause no. 9.7 and also on the ground/reasons of delay attributable to the ERNET India. In all other cases, if any extension is given then same shall attract LD as given in below sub clause.

2) **Liquidated Damages (LD) for delayed delivery of equipment:** If the Contractor fails to complete delivery, installation, testing, commissioning, training, acceptance etc. of equipment(s) as per timelines specified in the contract, then in such a case ERNET India would be entitled to impose the Liquidated Damages for the delay @ 1% of the value of total equipment(s) at non-commissioned sites per week or part of the week of delayed period. Liquidated Damages shall not exceed 10% of the total contract value. In case, delay beyond 10 weeks, ERNET India may initiate termination for default and take remedial action(s) accordingly as per GCC Clause 12.1.

3) ERNET India will serve a notice duly accompanied by a preliminary calculation sheet to the contractor against whom levy of LD is proposed. In case the contractor is not satisfied/ agree with

(i) the reason/grounds for which leaving of LD is proposed and

or

(ii) method of calculation of amount of LD.

4) then Contractor may submit a representation to ERNET India within the stipulated timeline (as indicated in the notice i.e. 15 days) clearly mentioning his claims, ground of such claims etc. along with all the documents (self-certified) supporting his claims. The decision of DG, EI shall be final and binding in this matter.

5) Waiver from LD may be considered only if the contractor submits a written representation to ERNET India within the stipulated time (as indicated in the notice i.e. 15 days) on receipt of such notice of imposition of LD issued by ERNET India. Decision of ERNET India in the matter shall be final and binding.

9.7 Force Majeure:

1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Equipment(s) and services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by ERNET India in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above remains in force for 90 days or more at any time, then in such a case either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

2) Notwithstanding the remedial provisions contained in GCC-clause9.6 (2) or 12.1.1, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

10 Prices and Payments Terms:

1. Payments to contractor shall be made through EFT only. The Contractor shall provide necessary information/documents for receipt of payment through EFT.

2. The payments shall be subject to submission of performance security in line with the requirements specified under the Performance Security Clause. Payments shall only be made in Indian Rupees.

3. The Contractor shall submits its claim for payment in writing along with relevant documents , as stipulated in Contract and a manner as also specified therein.

4. The documents which the Contractor has to furnish while claiming payment are:

    a. Original Invoice (GST Compliant format) with serial no of each item.
    b. Delivery challan duly received (sign & Stamped from concerned officer) for all locations
    c. Insurance Certificate/policy duly assigned in favour of CERT-In. (In case payment is claimed by Contractor within 60 days from the date of acceptance.)
    d. Licenses (software & Hardware)
    e. Warranty document from OEM
    f. Any other document specified by ERNET India during the course of project.

5. **The payment terms are:**

    a. Payment of the project will be made on per site basis, after successful delivery, Installation, commissioning and acceptance at each site (there can be an exception for Loc18 as defined earlier).

    b. Payment will be made as mentioned below:

Stage of Scope of Work	Payment percentage (%)
Complete Delivery , Installation, Commissioning and acceptance per site	85% value of contract price pertaining to equipment(s) at individual site

    c. In case, MPLS connectivity is provisioned by ERNET India / Cert-In during the warranty period then it will be Contractor's obligation to complete the configuration/ reconfiguration/migration of these equipment(s) over MPLS connectivity.

    d. In Case, Equipment couldn't be installed after 60 days from the due date of delivery & installation of complete equipment at each site; due to reasons attributable to ERNET India/its end user then 70% payment of the value of delivered equipment(s) will be released after equipment (s) verification and 15% payment of the value of delivered equipment(s) will be released after successful commissioning and acceptance.

e. In case, ERNET India accepts the equipment (s) site# Loc-18, without installation, a total of 85% payment will be paid to contractor for this site. However, ERNET India may ask commissioning of these equipment(s) at any time during the warranty period. If contractor doesn't complete the commissioning in 21 days from date of intimation for the commissioning of this site, then commissioning of same may be got done by ERNET India from third party at the risk and cost of contractor as per GCC Clause 12.1.4.

f. Balance 15% value of the total value of installed & accepted items shall be released in eight (6) equal installments on a half yearly basis during the warranty period of 3 years; upon successful completion of every half year; starting from the start of warranty. It would be duty of contractor to get the satisfactory performance certificate from CERT-In or (any other 3rd party to whom equipment's warranty has been transferred on the basis of instructions from ERNET India) along with necessary documents. ERNET India may give an option to contractor to claim Balance 15% payment against submission of Bank Guarantee. If this option is given by ERNET India and the same is accepted by Contractor, then the contractor would be having an option to submit Bank Guarantee (BG) for:-

  i. Full 15% value, Valid for warranty period of last site acceptance +Three (3) months of claim period, or
  ii. Three (3) Bank Guarantees of 5% each (as reduced by the payment (s) already made w.r.t warranty and maintenance support) valid for one year, Two year & Three years from the date of last site acceptance + 3 months of claim period.

Bank Guarantee formats and required undertaking to be signed by the contractor in this respect will be given to contractor at the time of exercising this option.

g. ERNET India will deduct LD, SLA penalty and other recoveries (if any) before releasing any payments.

h. Delivered quantities can't exceed the quantities mentioned in the P.O. In case quantities delivered, are lower than the quantities which were required to be supplied at individual site; then in such a case ERNET India reserves the right neither to accept the lower quantities and nor to make any payment for the quantities supplied.

i. Manpower Warranty & Maintenance of Remote Sites will be released on quarterly basis after completion of each quarter from the start of services. Manpower charges will be paid based on actual attendance. Attendance sheet counter-signed & stamped by the contractor will be required to enclosed with invoice. However, Contractor being principle employer shall be liable to ensure compliance with all the applicable laws pertaining to the Manpower deployed.

11 ARBITRATION

1) In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments or breach of contact) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavour to settle such disputes of differences amicably.

2) If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Contractor) may (within 20 days of such failure) give a written notice to the other party requiring that all matter in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or differences of which such written notice has been given and no other shall be reoffered to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of Indian Arbitration & Conciliations Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.

3) Venue of arbitration shall be New Delhi.

4) The arbitrators or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.

5) Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. The disputes, if any, will finally be settled in the arbitration.

6) Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall at the discretion of the arbitrator, or the umpire, as case may be.

7) The award of arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the contractor hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

12 Defaults, Breaches, Termination, and closure of Contract

12.1 Termination due to Breach, Default, and Insolvency

12.1.1 Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the ERNET India's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

1) **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Equipment and services or fails to perform any other contractual obligations (obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the ERNET India.

2) **Insolvency:** If the contractor shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment, or

3) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

12.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

12.1.3 Terminations for Default

1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the ERNET India, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the ERNET India after that.

3) Unless otherwise instructed by the ERNET India, the contractor shall continue to perform the contract to the extent not terminated.

4) All warranty obligations, if any, shall continue to survive despite the termination.

12.1.4 Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution of the issues raised in the 'Notice of Default' within the period specified in the notice, then ERNET India may take any one; or more of the following contractual remedies.

1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

2) Recover liquidated damages for delays.

3) Encash and/ or Forfeit performance or other contractual securities.

4) Debar the contractor from participation in future procurements as follows:

ERNET India may debar the contractor or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment

5) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

6) **Risk and Cost Procurement:** In addition to termination for default, the ERNET India shall be entitled, and it shall be lawful on his part, to procure Equipment and services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within nine months from the breach of Contract. The Contractor shall be liable for any loss which the ERNET India may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the ERNET India. It shall not be necessary for the ERNET India to notify the contractor of such procurement. It shall, however, be at the discretion of the ERNET India to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

   Note: Regarding the Equipment which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be twelve months instead of nine months provided above.

7) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

12.1.5 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the ERNET India, whether under the contract, in tort or otherwise, shall not exceed the total Contract value, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the ERNET India concerning IPR infringement.

12.2 Termination for Default/ Convenience of ERNET India

12.2.1 Notice for Determination of Contract

1) The ERNET India reserves the right to terminate the contract, in whole or in part for its (the ERNET India's) convenience, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the ERNET India of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.

2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

3) Unless otherwise instructed by the ERNET India, the contractor shall continue to perform the contract to the extent not terminated.

4) All warranty obligations, shall continue to survive despite the termination.

12.3 Closure of Contract

12.3.1 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the ERNET India requesting the release of its contractual securities, if any. The ERNET India shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the ERNET India under or arising out of this Contract, nor shall the ERNET India entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the ERNET India. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

12.3.2 Closure of Contract

The contract shall stand closed upon

1) successful performance of all obligations by both parties, including completion of warranty obligations and final payment.

2) termination and settlements after that, if any, as per clause 12.1 or 12.2 above.

Section IV: Bill of Material (BoM)

1.   Delivery Locations

Sl.No	Location	City Location *
1	Loc 1	Mumbai
2	Loc 2	Chennai
3	Loc 3	Bengaluru
4	Loc 4	Chennai
5	Loc 5	Chennai
6	Loc 6	Ernakulam
7	Loc 7	TNB, Kolkata
8	Loc 8	FTN, Fountain, Mumbai
9	Loc 9	Prabhadevi, Mumbai
10	Loc 10	New Delhi
11	Loc 11	Delhi
12	Loc 12	Chennai
13	Loc 13	Chennai
14	Loc 14	Mumbai,
15	Loc 15	Mumbai
16	Loc 16	Delhi
17	Loc 17	Kerala
18	Loc 18	Bengaluru

Address details will be given to successful bidder/ Contractor only.

2. **BoM Distribution**

Sl.No	Equipment Title	Equipment Description	Loc 1	Loc 2	Loc 3	Loc 4	Loc 5	Loc 6	Loc 7	Loc 8	Loc 9	Loc 10	Loc 11	Loc 12	Loc 13	Loc 14	Loc 15	Loc 16	Loc 17	Loc 18	Total Quantity
1	Networking Devices Type 'A'	Network Traffic Metadata Generation System	1	5	0	0	0	0	0	0	0	0	1	1	3	0	2	0	0	3	16
2	Transceivers Compatible for Networking Devices type 'A'	100G Multi mode transceivers for Network Traffic Metadata Generation System	4	20	0	0	0	0	0	0	0	0	4	4	12	4	8	0	0	18	74
3	Transceivers Compatible for Networking Devices type 'A'	100G Single mode transceivers for Network Traffic Metadata Generation System	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	12

S.No	Item	Specification																			Total
4	Transceivers Compatible for Networking Devices type 'A'	10G Multimode for Network Traffic Metadata Generation flow export	2	10	0	0	0	0	0	0	0	0	2	2	6	0	4	0	0	9	35
5	Networking Devices Type 'B'	Packet Broker/ Aggregators 32x100G Port	1	0	0	0	0	0	0	0	0	0	1	1	1	1	0	0	0	1	6
6	Networking Devices Type 'C'	Packet Aggregators 64x100G Port	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
7	Transceivers Compatible with Networking Devices type 'B' & type 'C'	100G Single mode transceivers for Packet aggregators	0	44	0	0	0	0	0	0	0	0	0	0	20	0	20	0	0	28	112
8	Transceivers Compatible with Networking Devices type 'B' & type 'C'	100G Multi mode transceivers for Packet	4	20	0	0	0	0	0	0	0	0	4	4	12	4	8	0	0	18	74

9	Compatible Breakout Cables for Networking Devices type 'B' & type 'C'	Breakout Cables(40 G QSFP+ SM MPO to 4*10G LC QSFP)	10	0	0	0	0	0	0	0	0	0	10	10	0	10	0	0	0	36	76
10	Transceivers Compatible with Networking Devices type 'B' & type 'C'	40G Single mode QSFP+ MPO transceivers for Packet aggregators	10	0	0	0	0	0	0	0	0	0	10	10	0	10	0	0	0	36	76
11	Full Duplex 24 (LC/LC) Fiber Rack Mount LIU with all Accessories and LC to LC type MPO connectors	Full Duplex 24 (LC/LC) Fiber Rack Mount LIU with all Accessories and LC to LC type MPO connectors	1	6	1	0	0	0	0	0	0	0	1	1	0	1	5	0	0	2	18
12	Networking Devices Type 'D'	Optical Taps	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	5

Sl	Item	Specification																			Total
13	Networking Devices Type 'E'	Router Cum Firewalls 50Gbps	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
14	Networking Devices Type 'F'	Router Cum Firewalls 16Gbps	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
15	Networking Devices Type 'G'	Router Cum Firewalls 5Gbps	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	2
16	Networking Devices Type 'H'	Router Cum Firewalls 2Gbps	0	0	1	1	1	1	1	1	1	1	1	1	0	0	0	1	1	1	13
17	Networking Devices Type 'I'	Remote Switch	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	4	5
18	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	100G Single mode transceivers for Networking Device	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	3
19	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	100G Multimode transceivers for Networking Device	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	18

#	Requirement	Item																				Total
20	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	40G Single mode transceivers for Networking Device	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	1	3
21	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	40G Multimode transceivers for Networking Device	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	1	3
22	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	10G Single mode transceivers for Networking Device	2	0	2	2	2	2	2	2	2	2	2	2	0	2	0	2	2	5	33
23	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	10G Multimode transceivers for Networking Device	2	30	2	2	2	2	2	2	2	2	2	2	20	2	0	2	2	92	170
24	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I'	1G Single mode transceivers for Networking Device	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	5

#	Item	Spec																				
25	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	1G Multimode transceivers for Networking Device	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	5
26	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	1G Copper RJ 45 transceivers for Networking Device	4	30	0	0	0	0	0	0	0	0	0	0	12	4	0	0	0	10	60
27	Server Device Type 'J'	Server as per tech specs	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	0	0	13
28	Enclosures	Server / Networking Racks with Metered PDU	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
29	Resident Engineer -1 (Manpower) . B.Tech/MCA with CCNA/JNCIA or Equivalent and 3 year of experience	For Monitoring , Management and Configuration / Re-Configuration etc. as per tender	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1

		document																			
30	Resident Engineer -2 (Manpower) B.Tech/MCA with CCNA/JNCIA or Equivalent and 3 year of experience	For Monitoring , Management and Configuration / Re-Configuration etc. as per tender document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1

Section V: Technical Specifications

1. Networking Devices Type 'A' (Network Traffic Metadata Generation System)

Description	Specification	Compliance (Yes/No)
General Requirements	Systems should be maximum of 2U in size, 19inch rack mountable.	
	Power : I. System should support AC Power – 110-240V ii. System should support 1+1 Power redundancy and should be available from day 1 iii. Power Supplies should be hot swappable and field replaceable	
	Operating Specifications: i. Operating Temperature : -10 to +60 ℃ (+14 °F to +140 °F) ii. Operating Humidity : 10% to 95% relative, non-condensing	
Traffic Capture ports	System should have 04 X 100G QSFP28 supporting ports and the same ports should also support 40G QSFP+ and 10G SFP+ (via breakout cable) at any point of time.	
	All the Ports should support both Single-Mode fiber and Multi-Mode fiber transceivers	
	All the ports should support traffic capture at full wire speed capacity for flow generation simultaneously for all ports.	
Flow and Metadata export network ports	System should have minimum 02 X 10G SFP+ ports for Flow and Metadata export.	
	All the SFP+ Ports should support both Single Mode fiber and Multi-Mode fiber transceivers	
	Both 10G Ports should support with 10G SFP+ SR transceivers	
	System should support configuration of flow exports pertaining to all or a subset of Traffic Capture ports to a single or multiple Flow and Metadata export ports.	
Flow Generation Features	The system should be deployed in offline mode of deployment	
	System should support generation of un-sampled traffic flows at line rate	
	Systems should also be configurable by the user to generate traffic flows at sampling rates in the range of 1:1 to 1:100	
	System should support exporting the flow stats in IPFIX format. This should be supported for both IPv4 and IPv6 traffic concurrently	
	System should export the flows that have finished, i.e. inactive flows, within configurable interval.	
	Systems should also provide ability to export data of active flows at configurable interval. Minimum configuration of 30 seconds should be supported.	

	System should support IPFIX Extensions which extend IPFIX information elements with monitoring of network performance statistics and application protocols like HTTP, DNS, DHCP, SMB, E-mail and others. This should be supported for both IPv4 and IPv6 traffic concurrently.	
	System should have capability to provide application layer recognition/visibility. This should be possible without any degradation in processing capacity.	
	System should have ability to be configured to include Host and URL information from HTTP sessions, HTTP return codes for monitoring purposes and server name from SSL sessions.	
	The system should support export of generated flows and metadata to multiple destinations.	
	The probe should be able to export the flows in Json format with compression directly to Big-Data platform in a publish-subscribe or Producer-Consumer mode, without requiring any IPFIX Collector	
Performance Specifications	System should support Flow Generation throughput of 400Gbps and packet processing throughput of 596 Mpps (400x1.488) at line rate, considering minimum packet size of 64 Bytes.	
	The system should have low latency packet processing capability to generate and export the traffic flow data. The flow should be generated within a second of connection getting terminated in case of TCP and should be able to generate flow within a second from active timeout configured in case of UDP	
	System should be able to provide 1:1 flow capture with all Flow capture ports operating at line rate.	
	Minimum Throughput : 5+ Million Flow per second with L4-L7 visibility enabled and 100+ IPFIX field enabled	
	200+ Million Active Flow and 60+ Second Flow Caching capability	
	The system should be fully compliant with RFC 7011 and should be capable of exporting flow of minimum 350+ Gbps traffic with all IPFIX field enabled as per RFC 7011	
	Layer 4- Layer 7 : protocol visibility : BGP,DNS,SSL, Http Codes, HTTP URL	
	Should export Multi- template, multi collector export with following export protocol : JSON, IPFIX, Netflow V9 and above	
	Should support Content classification using JA3, JA3S SSL fingerprinting	
	Systems should be running a hardened Operating System.	
	The solution should have adequate redundancy for handling disk/storage failures.	
Management Features	The device should be manageable. System should support following management interfaces: I. 1GbEthernet RJ45 port II. USB 2.0 or higher	
	System should support remote management over a secure protocol likeSSHv2 and HTTPS.	
	Version of SSH used by the system must be configurable	

	The system should support basic access control lists (ACL) for remote management	
	The system must supply the full CLI interface via KVM console for onsite use.	
	GUI based management interface should be available for local or remote management.	
	System should support creation of local users with authentication	
	System should support remote authentication via AAA using RADIUS	
	The system should support role bases access management for multiple levels of access including administrator and operator levels	
Status Monitoring and Alerting	The system must support SNMP (v1, v2c or v3).	
	The system must be able to generate SNMP traps and/or syslog messages to external monitoring systems for any system events, errors and other issues such as but not limited to process error, CPU load, high memory consumption, interface status change etc.	
	The system must provide access to a syslog file that can be used in troubleshooting issues	
General Note : Bidder shall supply required quantity of fiber patch chords (Single mode/ Multimode), up-to 50 meters per patch chord as per site requirements. All accessories for successful installation in rack and power on should be supplied by Bidder.		

2.   **Transceivers Compatible for Networking Devices type 'A' (100G Single mode transceivers for Network Traffic Metadata Generation System)**

		Compliance (Yes/No)
Transceivers Specifications	100G QSFP LR4 transceivers for establishing connectivity from the inline network taps along with required quantity of fiber patch chords (Single mode/ Multimode), up-to 50 meters per patch chord as per site requirements. Transceivers to be same OEM or OEM approved make.	

3.   **Transceivers Compatible for Networking Devices type 'A' (100G Multi mode transceivers for Network Traffic Metadata Generation System)**

		Compliance (Yes/No)
Transceivers Specifications	100G QSFP SR4 transceivers for establishing connectivity from the packet aggregator along with required quantity of fiber patch chords (Single mode/ Multimode), up-to 50 meters per patch chord as per site requirements. Transceivers to be same OEM or OEM approved make.	

4. Transceivers Compatible for Networking Devices type 'A' (10G Multimode transceivers for Network Traffic Metadata Generation System)

Transceivers Specifications	10G Multimode for Network Traffic Metadata Generation flow export along with required quantity of fiber patch chords (Multimode), up-to 50 meters per patch chord as per site requirements. Transceivers to be same OEM or OEM approved make.	Compliance (Yes/No)

5. Networking Devices Type 'B' (32*100 G Port Aggregator)

Description	Specification	Compliance (Yes/No)
SYSTEM	The solution should support Layer 2 forwarding of 6.4 Tbps (full duplex)	
	The solution should be capable to handle five speeds 10/25/40/100G on any port, set independently	
	The Solution must operate at full line-rate without packet loss	
	The Solution must support jumbo frame packet	
	The Solution must be capable of taking traffic feed from multiple Passive Optical Taps without any packet drops	
	The Solution must support configuration of filtering capabilities via GUI without need for using the command line interface	
	The Solution must support port aggregation, mapping of input port to output port using simple GUI without requirement of CLI coding	
	The Solution should have an option to support clustering multiple nodes into a single management window	
	The Solution should have an option to simultaneously support inline & out of-band deployment options	
HARDWARE	The Solution must support fully redundant load sharing AC power supplies	
	The Solution must support hot-swappable power supplies and field replaceable fans	
	The Solution must fit into a standard 19 inch rack.	
	The Solution must be capable to operate in Temperatures between : 0 to 40 Deg Centigrade , Humidity between : 5% to 95%, non-condensing	
	The Solution must be compliant to RoHS standards.	
Interface /Transceiver Support	The Solution must support 10/40G/100 G configuration simultaneously across different ports	
	The Solution must support at least 32 ports of native 40G/100G in 1 RU rack space	
	The Solution must support the following interface types with hot-pluggable transceiver or breakout cable options	
	10G SFP+ SR and LR both (can be via breakout)	
	QSFP+ 40GBASE-SR4 and LR4 both	
	QSFP 40 Gig BiDi, Multimode SR (RX-only option)	

	QSFP 40 Gig BiDi, Multimode SR (Tx and Rx)	
	QSFP28 100G BiDi, Multimode SR (RX-only option)	
	QSFP28 100G BiDi, Multimode SR (Tx and Rx)	
	QSFP28 100GBase SR4 , LR4 and PSM4 LR . All must be supported.	
	SFP28 25Gbps SR (can be via breakout)	
	QSFP28 50G SR (can be via breakout)	
	Min value for Receiver Sensitivity (OMA) for 10G Base LR4 transceiver must be -12.6 dBm	
	Min value for Receiver Sensitivity (OMA) per Lane for 100G QSFP28 Base LR4 transceiver must be -8.6 dBm	
	The Solution must support each port to be used as ingress and egress	
	The Solution must support enabling or disabling FEC code per port	
Management, Security and Traffic Monitoring	The Solution should support Easy-to-use web-interface with point-and-click functionality with no dependency on command-line configuration	
	The Solution should provide a option to form a single cluster using multiple nodes that enables managing them using a single console [updates, config management]	
	The Solution must have a serial console port, for tasks related to Change of IP Address/POST test/Admin Password Reset/Shutdown & Reboot	
	The Solution should support RBAC [Role based Access Control] and same should be manageable from the GUI. Role-based workgroups will be used to configure access and modification privileges for all ports and filters	
	The Solution should provide controlled access to individual [network ports, tool ports, and filters] based on assigned privilege to users in various groups	
	The Solution should support Restful Web based API - for automation and/or Adaptive Response	
	The Solution should support IP address whitelist to securely access management port.	
	The Solution must support IPv4 and IPv6 addresses to be configured on management port	
	The Solution must support AAA using: TACACS+ , Radius , LDAP . All these types must be supported	
	The Solution must support event notification using: Syslog to report to IPv6 and IPv4 addresses, SNMP traps (v1, v2 and v3)	
	The Solution should support Multiple threshold crossing syslog event and traps can be setup on a port by port basis, e.g the threshold can be based on port's Rx Utilization, Tx Utilization, Invalid packets, dropped packets...etc.	
	The Solution must provide Inspected and passed statistics via the GUI at network ports, filters, and tool ports - including current, average, and peak statistics	
	The Solution must provide Invalid packet statistics at the network ports	
	The Solution must be able to export .csv based port statistic for reporting	
	The Solution must be able to support export or import specific elements of configuration. (e.g. port or traffic configuration only)	
	The Solution must be able to view the port transceivers and light power information via GUI or Web API on per port basis	

Description	Specification	Compliance (Yes/No)
	The Solution must be able to support LLDP on each port to generate or receive LLDPP packets from other devices. LLDP receive and/or transmit can be enabled or disabled on each individual port.	
Traffic Steering	The Solution must support the following aggregation and replication profiles: One-to-One, One-to-Many, Many-to-One and Many-to-Many	
	The Solution must support dynamic packet load balancing with 5-tuple based mechanism.	
	The Solution must support dynamic packet load balancing with Tunneled MPLS inner IP address	
	The Solution must provide 3-stage Filtering capability at Ingress port, midlevel Filter and Egress port in an easy to use GUI	
	The Solution must support IPv4, IPv6 filtering simultaneously	
	The Solution must support standard IP header field based filter rule	
	The Solution must support custom filter rule and up to 128 bytes deep into Ethernet frame.	
	The Solution must support easy filter rule setup	
	The solution must support mapping & filtering traffic to a new egress port from any ingress port(s) currently mapped to egress port(s) with overlapping filters	
	General Note : Bidder shall supply required quantity of fiber patch chords (Single mode/ Multimode), up-to 50 meters per patch chord as per site requirements. All accessories for successful installation in rack and power on should be supplied by Bidder. The device should have front to back airflow with efficient cooling mechanism.	

6.   Networking Devices Type 'C' (64*100 G Port Aggregator)

Description	Specification	Compliance (Yes/No)
SYSTEM	The solution should support Layer 2 forwarding of 12.8Tbps (full duplex)	
	The solution should be capable to handle five speeds 10/25/40/100G on any port, set independently	
	The Solution must operate at full line-rate without packet loss	
	The Solution must support jumbo frame packet	
	The Solution must be capable of taking traffic feed from multiple Passive Optical Taps without any packet drops	
	The Solution must support configuration of filtering capabilities via GUI without need for using the command line interface	
	The Solution must support port aggregation, mapping of input port to output port using simple GUI without requirement of CLI coding	
	The Solution should have an option to support clustering multiple nodes into a single management window	
	The Solution should have an option to simultaneously support inline & out of-band deployment options	
HARDWARE	The Solution must support fully redundant load sharing AC power supplies	
	The Solution must support hot-swappable power supplies and field	

	replaceable fans	
	The Solution must fit into a standard 19 inch rack	
	The Solution must be capable to operate in Temperatures between : 0 to 40 Deg Centerigare , Humidity between : 5% to 95%, non-condensing	
	The Solution must be compliant to RoHS standards.	
Interface /Transceiver Support	The Solution must support 10/40/100G configurations simultaneously across different ports	
	The Solution must support at least 64 ports of native 40G/100G in 2 RU rack space	
	The Solution must support the following interface types with hot-pluggable transceiver or breakout cable options	
	10G SFP+ SR and LR both (can be via breakout)	
	QSFP+ 40GBASE-SR4 and LR4 both	
	QSFP 40 Gig BiDi, Multimode SR (RX-only option)	
	QSFP 40 Gig BiDi, Multimode SR (Tx and Rx)	
	QSFP28 100G BiDi, Multimode SR (RX-only option)	
	QSFP28 100G BiDi, Multimode SR (Tx and Rx)	
	QSFP28 100GBase SR4 , LR4 and PSM4 LR . All must be supported	
	SFP28 25Gbps SR (can be via breakout)	
	QSFP28 50G SR (can be via breakout)	
	Min value for Receiver Sensitivity (OMA) for 10G Base LR4 transceiver must be -12.6 dBm	
	Min value for Receiver Sensitivity (OMA) per Lane for 100G QSFP28 Base LR4 transceiver must be -8.6 dBm	
	The Solution must support each port to be used as ingress and egress	
	The Solution must support enabling or disabling FEC code per port	
Management, Security and Traffic Monitoring	The Solution should support Easy-to-use web-interface with point-and-click functionality with no dependency on command-line configuration	
	The Solution should provide a option to form a single cluster using multiple nodes that enables managing them using a single console [updates, config management]	
	The Solution must have a serial console port, for tasks related to Change of IP Address/POST test/Admin Password Reset/Shutdown & Reboot	
	The Solution should support RBAC [Role based Access Control] and same should be manageable from the GUI. Role-based workgroups will be used to configure access and modification privileges for all ports and filters	
	The Solution should provide controlled access to individual [network ports, tool ports, and filters] based on assigned privilege to users in various groups	
	The Solution should support Restful Web based API - for automation and/or Adaptive Response	
	The Solution should support IP address whitelist to securely access management port.	
	The Solution must support IPv4 and IPv6 addresses to be configured on management port	
	The Solution must support AAA using: TACACS+ , Radius , LDAP . All these types must be supported	

	The Solution must support event notification using: Syslog to report to IPv6 and IPv4 addresses, SNMP traps (v1, v2 and v3)	
	The Solution should support Multiple threshold crossing syslog event and traps can be setup on a port by port basis, e.g the threshold can be based on port's Rx Utilization, Tx Utilization, Invalid packets, dropped packets...etc.	
	The Solution must provide Inspected and passed statistics via the GUI at network ports, filters, and tool ports - including current, average, and peak statistics	
	The Solution must provide Invalid packet statistics at the network ports	
	The Solution must be able to export .csv based port statistic for reporting	
	The Solution must be able to support export or import specific elements of configuration. (e.g. port or traffic configuration only)	
	The Solution must be able to view the port transceivers and light power information via GUI or Web API on per port basis	
	The Solution must be able to support LLDP on each port to generate or receive LDPP packets from other devices. LLDP receive and/or transmit can be enabled or disabled on each individual port.	
Traffic Steering	The Solution must support the following aggregation and replication profiles: One-to-One, One-to-Many, Many-to-One and Many-to-Many	
	The Solution must support dynamic packet load balancing with 5-tuple based mechanism.	
	The Solution must support dynamic packet load balancing with Tunneled MPLS inner IP address	
	The Solution must provide 3-stage Filtering capability at Ingress port, midlevel Filter and Egress port in an easy to use GUI	
	The Solution must support IPv4, IPv6 filtering simultaneously	
	The Solution must support standard IP header field based filter rule	
	The Solution must support custom filter rule and up to 128 bytes deep into Ethernet frame	
	The Solution must support extremely easy filter rule setup	
	The solution must support mapping & filtering traffic to a new egress port from any ingress port(s) currently mapped to egress port(s) with overlapping filters	
	General Note : Bidder shall supply required quantity of fiber patch chords (Single mode/ Multimode), up-to 50 meters per patch chord as per site requirements. All accessories for successful installation in rack and power on should be supplied by Bidder. The device should have front to back airflow with efficient cooling mechanism.	

Types of Transceivers for Aggregators for 32 port and 64 port

	Transceivers Compatible with Networking Devices type 'B' & type 'C' (100G Single mode transceivers for Packet aggregators)	Compliance (Yes/No)
7	100G QSFP LR4 transceivers for establishing connectivity from the inline network taps. along with required quantity of fiber patch chords (Single mode), up-to 50 meters per patch chord as per site requirements. Transceivers to be same OEM or OEM approved make	

	Transceivers Compatible with Networking Devices type 'B' & type 'C' (100G Multi-mode transceivers for Packet aggregators)	Compliance (Yes/No)
8	100G QSFP SR4 transceivers for establishing connectivity from the packet aggregator along with required quantity of fiber patch chords (Multimode), up-to 50 meters per patch chord as per site requirements. Transceivers to be same OEM or OEM approved make	

		Compliance (Yes/No)
9	Breakout Cables(40 G QSFP+ SM MPO to 4*10G LC SFP+)	
10	40G Single mode QSFP+ MPO transceivers for Packet aggregators	Compliance (Yes/No)

11. **Full Duplex 24 (LC/LC) Fiber Rack Mount LIU with all Accessories and LC to LC type MPO connectors**

Specifications	Compliance (Yes/No)
Fiber optic patch panel : Fiber optic patch panel FMS Termination Drawer should have sufficient slots to accommodate 3 of 16 Port LC Adaptor Plates Or 4 of 12 Port LC Adaptor Plates	
Should have Slide type drawer structure	
Height: Half U/ 1 U (24 full duplex Ports)	
Material: Cold Rolled Steel in surface coated by electrostatic epoxy powder	
Slots: FMS should have sufficient slots to accommodate adaptor plates	
Empty Slots of FMS should be covered with blank plates.	
Splice Tray : Splice Tray of ABS, Comply with UL 94V2 material should be supplied with LIU.	
12/16 Port LC/LC Type Adaptor Plates (Single mode)	
The adaptor plate should be pre-loaded with LC/SC Type Single mode Duplex Adaptors.	
Port Density :12/16 Port LC/LC Single mode	

		Compliance (Yes/No)
All LC adapters should be duplex type with shutter for protection. Adapters should be snap mount for easy insertion and removal.		
Insertion Loss: <0.2 to <0.1 dB		
Compliance :RoHS Compliant		
General Note : All accessories for successful installation in rack should be supplied by Bidder.		

12.   Networking Devices Type 'D' (Optical Taps)

Specifications for Passive Optical Taps		Compliance (Yes/No)
Description	Specification	
Type	Inline Passive Optical TAPs - LC , SMF (Single Mode Optical Fiber)	
Power Split Ratio	70:30 Power Split ratio	
Wave length	Must support wavelength range(SM 1260-1340nm, 1550nm)	
Data Rates/Speed	Must have Multi-speed support: 10G, 25G, 40G, 100G, 400G	
Connector Type	LC Network Ports: (2) Duplex LC connectors	
	LC Monitoring Port: (1) Duplex LC connector	
Supported Features	Must capture complete data at line speed including error packets	
	Should be a passive device with no power and no IP address to operate	
	Must not modify traffic and tools must see real copies of the packets from the network	
	Must Pass all full-duplex traffic (including errors) from all layers	
	Must be non-disruptive and transparent	
	Must have low insertion loss to minimize impact on data flows	
	Must be compatible with monitoring devices, including protocol analyzers, flow probes and must be protocol agnostic	
Rack Mountable	All taps must fit into standard 1 RU/Half U 19 inch rack required rack mounting frame/kit to be provided	
Rack Mountable Chassis Frame	Must have option to support minimum 24 Nos of LC TAPs per 1U rack space and same should be fully populated	
	Must have option to support mixing Taps with different link speeds (1/10/40/100/400G) and tap type (LR/SR/Bi-Di/MTP) in same 1U rack size chassis	
Certifications	RoHS compliant	
	UL Regulatory Certification	

Optical Patch cords	Bidder must supply required quantity of Single mode /MM LC Duplex patch cords (up to 50/100 meters as per site requirements) along with Taps for connecting Taps Inline in the Network.
	Bidder must supply required quantity of Single mode LC patch cords (upto 50 meters as per site requirements) along with Taps for connecting Taps output towards the Monitoring Tool
	General Note : Bidder shall supply required quantity of fiber patch chords (Single mode/ Multimode), up-to 50 meters per patch chord as per site requirements. All accessories for successful installation in rack and power on should be supplied by Bidder.

13.   Networking Devices Type 'E' (Remote Router cum Firewall – 50 Gbps)

		Compliance (Yes/No)
Description	**Specification**	
Type of Router	WAN	
Port population	Should be supported from day 1 with 2 x 100G QSFP28, 30 x 10G SFP+, 30x 1G RJ-45 ports (using Copper SFP/ on board RJ-45 Ethernet).	
Routing Protocols from day 1	ospf,bgp,mpls,rsvp,ldp,l3vpn,l2vpn,mvpn,mpls-frr,mpls-te	
Network Management Protocols	rolebasedcli,web-ui,configrollback,pythonscripts,restapi,ztp,twamp	
IPsec Throughput	50 Gbps or higher (Packetsize:1400bytes)	
IPsec Encryption	site-to-site,hubandspoke,advpnorequivalent,aes-gcm,sha-384,hmac-sha-256	
Security Protocol	statefulfirewall,distributeddos,ipv6nat,802.1x	
QOS:	Support Class-Based Weighted Fair Queuing (CBWFQ) or Weighted round robin queuing, WRED, Hierarchical QoS for Traffic Management, inspections, QoS classification with TCP Application traffic.	
IPv6Ready	IPv6:OSPFv3and static routers ipv6 Routing IPv6 Multicast IPv6 QoS IPv6 VPN over MPLS	
Redundant Power Supply	Internal Redundant Power Supply fully loaded day 1	
Redundant FAN	Redundant FAN fully loaded from day 1	
	General Note : Bidder shall supply required quantity of fiber patch chords(Single mode/ Multimode), up to 50 meters per patch chord as per site requirements. All accessories for successful installation in rack and power on should be supplied by Bidder. Supplied equipment Must be mountable on 19 inch rack. The device should have front to back airflow with efficient cooling mechanism.	

14. Networking Devices Type 'F' (Remote Router cum Firewall – 16 Gbps)

Description	Specification	Compliance (Yes/No)
Type of Router	WAN	
Port population	Should be supported from day 1 with 4 x 40G QSFP+, 8 x 10G SFP+	
Routing Protocols from day-1	ospf,bgp,mpls,rsvp,ldp,l3vpn,l2vpn,mvpn,mpls-frr,mpls-te	
Network Management Protocols	Role based cli, web-ui, config roll back, python scripts, restapi, ztp, twamp	
IPsec Throughput	16 Gbps scalable upto 25 Gbps without additional cost (Packetsize:1400bytes)	
IPsec Encryption	site-to-site, hub and spoke, ad-vpn or equivalent,aes-gcm,sha-384,hmac-sha-256	
Security Protocol	State-full firewall, distributed dos, ipv6 nat,802.1x	
QOS:	Support Class-Based Weighted Fair Queuing (CBWFQ) or Weighted round robin queuing, WRED, Hierarchical QoS/8 Queue per port for Traffic Management, inspections, QoS classification with TCP Application traffic.	
IPv6 Ready	IPv6:OSPFv3 and static routers ipv6 Routing IPv6 Multicast IPv6QoS IPv6VPN over MPLS/ GRE	
Redundant Power Supply	Internal Redundant Power Supply fully loaded day 1	
Redundant FAN	Redundant FAN fully loaded from day 1	
	General Note : Bidder shall supply required quantity of fiber patch chords (Single mode/ Multimode), up to 50 meters per patch chord as per site requirements. All accessories for successful installation in rack and power on should be supplied by Bidder. Supplied equipment Must be mountable on 19 inch rack. The device should have front to back airflow with efficient cooling mechanism.	

15.   Networking Devices Type 'G'   (Remote Router cum Firewall – 5 Gbps)

Description	Specification	Compliance (Yes/No)
Type of Router	WAN	
Port population	Should be supported from day 1 with 4 x 10G SFP+, 4x1G RJ-45 ports (using Copper SFP). These 1 G port shall also support 10 G SFP+	
Routing Protocols from day-1	ospf,bgp,mpls,rsvp,ldp,l3vpn,l2vpn,mvpn,mpls-frr,mpls-te	
Network Management Protocols	Role based cli, web-ui, config roll back, python scripts, restapi, ztp, twamp	
IPsec Throughput	5 Gbps scalable upto 8 Gbps without additional cost (Packetsize:1400bytes)	
IPsec Encryption	site-to-site, hub and spoke, ad-vpn or equivalent, aes-gcm,sha-384,hmac-sha-256	
Security Protocol	State-full firewall, distributed dos,ipv6 nat ,802.1x	
QOS:	Support Class-Based Weighted Fair Queuing (CBWFQ) or Weighted round robin queuing, WRED, Hierarchical QoS/8 queues per port for Traffic Management, inspections, QoS classification with TCP Application traffic.	
IPv6 Ready	IPv6:OSPFv3 and static router sipv6 Routing IPv6 Multicast IPv6 QoS IPv6VPN over MPLS or GRE	
Redundant Power Supply	Internal Redundant Power Supply fully loaded day 1	
Redundant FAN	Redundant FAN fully loaded from day 1	
	General Note : Bidder shall supply required quantity of fiber patch chords (Single mode/ Multimode), up to 50 meters per patch chord as per site requirements. All accessories for successful installation in rack and power on should be supplied by Bidder. Supplied equipment Must be mountable on 19 inch rack. The device should have front to back airflow with efficient cooling mechanism.	

16. **Networking Devices Type 'H' (Remote Router cum Firewall – 2 Gbps)**

		Compliance (Yes/No)
Description	**Specification**	
Type of Router	WAN	
Port population	Should be supported from day 1 with 4 x 10G SFP+ and 6 x 1G on-board RJ-45 Ports.	
RoutingProtocols fromday-1	ospf,bgp,mpls,rsvp,ldp,l3vpn,l2vpn,mvpn,mpls-frr,mpls-te	
Network Management Protocols	Role based cli, web-ui, config roll back, python scripts, rest api, ztp, twamp	
IPsec Throughput	2Gbps scalable up to 3Gbps without additional cost (Packetsize:1400bytes)	
IPsec Encryption	site-to-site, hub and spoke, advpn or equivalent, aes-gcm, sha-384,hmac-sha-256	
Security Protocol	State-full firewall, distributed dos, ipv6 nat,802.1x	
QOS:	Support Class-Based Weighted Fair Queuing (CBWFQ) or Weighted round robin queuing, WRED, Hierarchical QoS/8 queues per port for Traffic Management, inspections, QoS classification with TCP Application traffic.	
IPv6Ready	IPv6:OSPFv3and static router sipv6 Routing IPv6 Multicast IPv6 QoS IPv6 VPN over MPLS/ GRE	
Redundant Power Supply	Internal Redundant Power Supply fully loaded day 1	
Redundant FAN	Redundant/Multiple FAN fully loaded from day 1	
	General Note : Bidder shall supply required quantity of fiber patch chords(Single mode/ Multimode), up to 50 meters per patch chord as per site requirements. All accessories for successful installation in rack and power on should be supplied by Bidder. Supplied equipment Must be mountable on 19 inch rack. The device should have front to back airflow with efficient cooling mechanism.	

17.   Networking Devices Type 'I' (Remote 28 Port switch)

Description	Specification	Compliance (Yes/No)
No of SFP/SFP+ Ports	Minimum 24 Nos	
No of QSFP 28 Ports	Minimum 4	
Port population	Should be supported from day 1 with 24 x10G SFP+. These ports shall also support 1 G on Copper RJ-45 SFP. Should be supported from day 1 with 4x100G. These ports shall also support 40G with QSFP+.	
Type of SFP/SFP+ Port	10G	
Supportfor100G QSFP28+Port (Uplink & Downlink)	Yes	
Switching Capacity (Non Blocking) (Gbps)	2080 or higher	
a. Layer-3 Protocol b. Security Feature c. Management Protocol d.QoS	a. Static Routing, BGP,OSPFv2,OSPFv3,PBR b. Port,VLAN&RoutedACL,1500Ingress&1500EgressACLEntries, 802.1x c. Role Based CLI, SNMPv1/v2/v3, Open stack, Python, XML, SSH, Streaming Telemetry, gRPC, Netconf, ZTP d. WRED,SPQ,SDWRR,32MBBuffer,802.1Qbb,802.1Qaz, 8queue /port, Remarking of bridged packets	
Redundant Power Supply	Internal Redundant Power Supply fully loaded day 1	
Redundant FAN	Redundant FAN fully loaded from day 1	
	General Note : Bidder shall supply required quantity of fiber patch chords (Single mode/ Multimode), up to 50 meters per patch chord as per site requirements. All accessories for successful installation in rack and power on should be supplied by Bidder. Supplied equipment Must be mountable on 19 inch rack. The device should have front to back airflow with efficient cooling mechanism.	

18.   QSFP Transceiver - 100G-LR4

QSFP 28 Transceiver - 100GBase-LR4		
Description	Specification	Compliance (Yes/No)
Type of Transceiver	QSFP28, 100GBase-LR4 Transceivers	
Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Products	all	
Fibre Cable Type	SMF	
Maximum Data Rate	100Gbps	

19.   QSFP Transceiver - 100G-SR4

QSFP28 Transceiver - 100GBase-SR4		
Description	Specification	Compliance (Yes/No)
Type of Transceiver	QSFP28, 100GBase-SR4 Transceivers	
Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Products	all	
Fibre Cable Type	MMF	
Maximum Data Rate	100Gbps	

20.   QSFP Transceiver - 40G-LR4

QSFP+ Transceiver - 40GBase-LR4		
Description	Specification	Compliance (Yes/No)
Type of Transceiver	QSFP+, 40GBase-LR4 Transceivers	
Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Products	all	
Fibre Cable Type	SMF	
Maximum Data Rate	40Gbps	

21. **QSFP Transceiver - 40G-SR4**

QSFP+ Transceiver - 40GBase-SR4		
Description	Specification	Compliance (Yes/No)
Type of Transceiver	QSFP+, 40GBase-SR4 Transceivers	
Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Products	all	
Fibre Cable Type	MMF	
Maximum Data Rate	40Gbps	

22. **SFP+ Transceiver - 10GBase-LR**

SFP+ Transceiver - 10GBase-LR		
Description	Specification	Compliance (Yes/No)
Type of Transceiver	SFP+ 10GBase-LR Transceivers	
Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Products	all	
Fibre Cable Type	SMF	
Maximum Data Rate	10Gbps	

23. **SFP+ Transceiver - 10GBase-SR**

SFP+ Transceiver - 10GBase-SR		
Description	Specification	Compliance (Yes/No)
Type of Transceiver	SFP+ 10GBase-SR Transceivers	
Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Products	all	
Fibre Cable Type	MMF	
Maximum Data Rate	10Gbps	

24. **SFP Transceiver - 1GBase-LR**

SFP Transceiver - 1GBase-LR		
Description	**Specification**	**Compliance (Yes/No)**
Type of Transceiver	SFP+ 1GBase-LR Transceivers	
Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Products	all	
Fibre Cable Type	SMF	
Maximum Data Rate	1Gbps	

25. **SFP Transceiver - 1GBase-SR**

SFP Transceiver - 1GBase-SR		
Description	**Specification**	**Compliance (Yes/No)**
Type of Transceiver	SFP 1GBase-SR Transceivers	
Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Products	all	
Fibre Cable Type	MMF	
Maximum Data Rate	1Gbps	

26. **SFP Transceiver - 1G Copper SFP**

1G Copper SFP		
Description	**Specification**	**Compliance (Yes/No)**
Type of Transceiver	1G Copper SFP Transceivers	
Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Products	all	
Cable Type	Ethernet Cable	
Maximum Data Rate	1Gbps	

27.   Servers 'Server Device Type 'J''

Specifications	Compliance (Yes/No)
* Physical dimension: 2U Rack Mountable	
* Processor: 2 Quantity (Dual socket) x Intel Xeon Gold scalable series 2nd / 3rd Gen, 24+ cores (2.8+ GHz base frequency, Cache Size 30+ MB) OR * Processor: 2 Quantity (Dual socket) x AMD 2nd / 3rd Gen Epyc , 24+ cores (2.8+ GHz base frequency, Cache Size 128+ MB)	
* Memory: 16x 64GB or 32x32GB DDR4 2933 (Total 1TB)	
* Boot Storage subsystem with Redundant HW RAID 1 having 2 nos. x Enterprise nvme/ M.2 SSDs with 480 GB Capacity	
* Storage: 12+ nos. x 18+ TB Enterprise Drives (Each HDD spec: SAS 12+ Gb/s, 7200+ RPM, 256+ MB Cache, 3.5")	
Total write speed after RAID 6 with 12+ HDD: 1+ GB/sec	
Total read speed after RAID 6 with 12+ HDD: 2+ GB/sec	
* NIC: 2x 1G (Ethernet) , 2x10G SFP+ (Should be supplied along with Server OEM approved/compatible fibre transceivers)	
*Certification/Compliance (OS): Windows, Red Hat Linux, Suse Linux, Ubuntu	
*Certification/Compliance (Virtualization/Cloud Platform): VM Ware, Red Hat Virtualization	
*Power Supply Efficiency: Platinum	
* Baseboard management console with dedicated RJ45 interface , (IPMI)	
* HW Raid controller= RAID 0,1,5,6,10, 50, 60, SATA/SAS-3 connectivity, 2 GB cache, battery or flash backed protection, for the 12 nos. of HDDs	
* Redundant Power supply: 1200 W or Above	
* Accessories: Rails kit for rack mounting	
Management Features-1 Remoter power On/ Shutdown of server, Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port,, Should have virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management	
Management Features-2 Management of multiple Servers from single console with single source of truth for multiple sites., Automated infrastructure management for patch upgrades, version upgrades ,etc., Simplified management with analytics driven actionable intelligence., System tagging giving admin flexibility to provide metadata tags to each System to enable users to filter and sort systems based on user assigned attributes, Hardware Profile based deployment to multiple Servers simultaneously, Policy template for deployment of single policy to multiple Servers simultaneously, Platform inventory and health status, Server utilization statistics collection (including firmware updates and diagnostic tools), Should provide an alert in case the system is not part of OEM hardware compatibility test, Solution should be open	

and programmable providing Rest API, SDK for programming languages like Python , power shell scripts etc., Should have customizable dashboard to show overall faults/health/inventory for all managed infrastructure the solution should provide option to create unique dashboards for individual users. the user should be flexibility to select name for dashboards and widgets (viz. health, utilization etc), Self service portal deployment for automated provisioning, Real-time out-of-band hardware performance monitoring & alerting

Security Features-1

Secure Boot(Firmware and Bios Level Security), Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy based security, Server should provide server intrusion detection,, "Malicious Code Free design" (to be certified by OEM).

Security Features-2

Provision for Cryptographic firmware updates, Capability to stop execution of Application/Hypervisor/ Operating System on predefined security breach, Secure /Automatic BIOS recovery, Network Card secure firmware boot, In case of any security breach system should provide the lock down feature . Support for TPM 2.0

General Note : Bidder shall supply required quantity of fiber patch chords (Single mode/ Multimode), up to 50 meters per patch chord as per site requirements. All accessories for successful installation in rack should be supplied by Bidder. Supplied equipment Must be mountable on 19 inch rack. The device should have front to back airflow with efficient cooling mechanism.

28.   **Enclosures (Server / Networking Racks with Metered PDU)**

Specification	Compliance (Yes/No)
Front doors in Steel fully perforated curved steel	
Rear doors in steel dual split, fully perforated	
The rack should be powder coated to avoid rusting and damage.	
Vented top cover with cable entry provision	
Bottom Cable entry	
Fully reversible 19" mounting angles at front and rear	
Rear 19" mounting angles supplied as split pairs to allow easy adjustments for equipment of different depths.	
Side panels with Slam latches and Indents for improved strength and aesthetics	
Side panels 2000Hx1200D (set)	
Comfort handle with lock & Key	
Rear door mount Fans	
Cable management Duct with 1U Cable managers	
Earth conduit kit with Rail	
Captive hardware pack of 20 Secure Screws	
Component Shelf 720mm Depth - 2 Nos	
Baying Kits	
Racks should be with all requisite accessories and parts.	

Specifications	Compliance
2 numbers of Metered PDU with minimum 10 sockets each and power cord, with ability to monitor power consumption of individual servers and network equipment.	
The rack enclosure, accessories and metered PDUs shall be from the same OEM	
Each rack should have 2 numbers of 230V AC, 32A metered PDUs	
Supply and installation/laying of all the required electrical cabling (32A) to the racks, each with dual metered PDU including but not limited to 10 Sq mm 3 core copper flexible cables (up to 30 meters per connection), 32A Nema sockets, Lugs etc. shall be carried out by the bidder as per standards. All accessories for successful installation of rack should be supplied by Bidder.	

29.   Resident Engineer -1 (Manpower at Delhi.)

Specifications	Compliance (Yes/No)
The manpower must have B.Tech /MCA degree with CCNA/JNCIA or equivalent certifications and an experience of three years on subject matter (i.e. on installed hardware). The Resident Engineer as asked in the tender should be on direct muster-roll (pay-roll) of the Bidder. Compliance with relevant applicable laws including but not limited to provident fund, ESI etc. needs to be ensured. An undertaking to this effect should be submitted by the Bidder. The roles and responsibilities of manpower is to monitor, manage, configure / re-configure the IPsec tunnels/ supplied hardware etc. procured under the project's scope including the monthly / weekly reports or any other project related work assigned by ERNET India. **This manpower can be transferred to Bengaluru as per project requirement**	

30.   Resident Engineer -1 (Manpower at Bengaluru)

Specifications	Compliance (Yes/No)
The manpower must have B.Tech /MCA degree with CCNA/JNCIA or equivalent certifications and an experience of three years on subject matter (i.e. on installed hardware). The Resident Engineer as asked in the tender should be on direct muster-roll (pay-roll) of the Bidder. Compliance with relevant applicable laws including but not limited to provident fund, ESI etc. needs to be ensured. An undertaking to this effect should be submitted by the Bidder. The roles and responsibilities of manpower is to monitor, manage, configure / re-configure the IPsec tunnels/ supplied hardware etc. procured under the project's scope including the monthly / weekly reports or any other project related work assigned by ERNET India.	

Section VI: Qualification Criteria

A. Bidder's Qualification Criteria

1. The Bidder must have valid ISO 27001 Certificate. *Bidder shall submit the valid documents.*

2. Copy of Board Resolution and/ or Power of attorney on Stamp Paper for authorize signatory which authorizes the signatory to commit and submit bids on behalf of the bidder shall be submitted along with technical proposal. **Failing of which the bid will liable to be rejected.**

3. The minimum average annual financial turnover of the bidder during the last three years (FY 18-19,19-20,20-21), should not be less than Rs. 9.10 Crore. *A certificate from a practicing Charted Accountant (with UDIN of the CA) on his letter head confirming annual turnover and average annual turnover have to be provided along with the bid. MSE and Startups are exempted from the requirement of this clause of annual average turnover.*

4. The bidder should be profitable in two out of the last three financial years as on 31.03.2021 and have Positive Net Worth of Rs. 3 Crore as on March 31, 2021 and *Bidder shall submit from a practicing Charted Accountant (with UDIN of the CA) on his letter head confirming for Net worth & Profitability with CA's registration no. & Seal. MSE and Startups are exempted from the requirement of this clause.*

5. Bidder (MSE and Startup are exempted from these experience criteria) should have experience of successful implementation of similar project(s) in Central/State Government/ Govt. undertakings/ UT's/Autonomous Bodies in India as:

   Single order of Rs. 14.5 Crore;

   OR
   Two orders each having minimum of Rs. 9.10 Crore or more;

   OR
   Three orders each having minimum of Rs. 7.20 Crore or more

   Similar project: - Supply, Installation, Testing & Commissioning of Equipment(s) Cyber Security Projects. Further atleast one project should include installation of Packet Aggregator and Network Traffic Metadata Generation System similar to BoM.

Bidder shall provide supporting document relevant copies of the customer purchase orders, scope of work, deliverables, project value and satisfactory work completion certificate from client. Bidder shall also provide Name, Address, email and contact no. of organization whose Purchase orders are submitted by Bidder. Work order and its completion date/date(s) should be in between 01/01/2017 to till bid submission date.

6. In case, Bidder is MSE or Startup then such Bidder must have completed atleast one security project which includes successful supply & installation of Packet Aggregator and Network Traffic Metadata Generation System similar to BoM.

    Bidder shall provide supporting document relevant copies of the customer purchase orders, scope of work, deliverables, project value and satisfactory work completion certificate from client. Bidder shall also provide Name, Address, email and contact no. of organization whose Purchase orders are submitted by Bidder. Work order and its completion date/date(s) should be in between 01/01/2017 to till bid submission date.

7. Bidder must have at least 30 professionals (B.E/B. Tech/MCA) on its own payroll in the ICT domains, IT Security and networking system who have prior experience in providing ICT and IT security & networking service.

    Self-Certification by the authorized signatory and HR department with clear declaration of total number of professionals and their profiles with valid OEM certification details.

8. Bidder should have its own office at following regions of India:
    i. Western Region (Rajasthan, Gujrat, Maharashtra, Goa)
    ii. Southern Region (Tamilnadu, Karnataka, Kerela, Andhra Pradesh, Telangana)
    iii. Delhi NCR Region

    An undertaking to this effect must be submitted by Bidder along with details of office address of each location. Detail shall contain, Office address, Contact no. email ID, Office incharge etc.

9. The bidder must be an authorized representative of the products offered. The authorisation letter from the OEM must be submitted along with the bid as per Form 1.3. Authorisation must be issued by OEM's authorize signatory. **Failing of which the bid will liable to be rejected.**

10. Bidder should have dedicated/Toll free no. for service support. *Relevant details to be submitted with Bid Document.*

11. Malicious Code Certificate:
    Bidder and its OEMs should upload following certificate in the bid:-
    a) 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 :-
       i.   Inhibit the desires and designed function of the equipment.
       ii. Cause physical damage to the user or equipment during the exploitation.
       iii. Tap information resident or transient in the equipment/network.

    b) The entity 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 Right (IPRs) are caused due to activation of any such malicious code in embedded software.

B. Original Equipment Manufacturer (OEM)'s Criteria

1. OEMs whose products have been offered in the bid shall have Technical Assistance Centre (TAC) in India and shall have Toll Free Number for TAC to support the equipment. OEM(s) should have direct presence with their own office in India manned with OEM trained and certified engineers for minimum of last three (3) years. *Relevant documentary proof should be submitted. Last three years shall start w.e.f 01/04/2019.*

2. The minimum annual average financial turnover of the each of the following equipment(s) OEM during the last three years (FY 18-19,19-20,20-21), should not be less than as tabulated below. *A certificate from a practicing Charted Accountant (with UDIN of the CA) on its letter head confirming annual turnover and average annual turnover have to be provided along with the bid. (If the bidder (who is MSE or Start-up) is also OEM of offered product(s) then bidder is exempted from the requirement of annual average turnover of respective equipment(s) for OEMs).*

Sl. No.	Equipment	Annual Average Turnover (FY 18-19,19-20,20-21),
1	Network Traffic Metadata Generation System	27.8 Cr
2	Packet Aggregator	15.5 Cr
3	Server	16.3 Cr

4	Router cum Firewall & Remote Switch	11.0 Cr

3. OEMs of all Equipment quoted in bid should have Positive Net Worth as on March 31, 2021. *A certificate from a practicing Charted Accountant (with UDIN of the CA) on his letter head confirming to be submitted along with bid.*

4. OEM shall not be debarred/blacklisted/suspended by Government. *A declaration to this effect from respective OEMs shall be required to be submitted by the bidder at the time of submission of bid.*

5. The OEM of each category {(themselves or through its reseller(s)} should have regularly manufactured, supplied & installed (minimum 50% quantity of BoM in last five years) same or similar Category equipment(s) to any Central/State Government/ Govt. undertakings / UT's/ Autonomous Bodies in last five (5) years w.e.f 01/01/2017. *Copies of relevant contracts to be submitted along with bid in support of having successfully completed the supply & installation of equipment.*

6. OEMs should have In-country direct local spare delivery / stocking centers across the country for the quoted product. *Relevant documents to be submitted with Tender Document.*

7. OEM should provide relevant documents on service escalation matrix in the country specifying names of the managers at various levels – Level 1 / Level 2 / Level 3 etc. *Relevant details shall be submitted with bid.*

8. The Make & model of the IT equipment offered in bid should be listed (along with Data Sheet) on the OEM website. *Relevant details shall be submitted with bid*

9. While quoting the equipment(s) in Bid, Bidder shall make sure following in respect of OEMs

    a. All the Servers should be from same OEM
    b. All the packet aggregator should be from same OEM.
    c. All Optical Taps should be from Same OEM.
    d. All the Network Traffic Metadata Generation System should be from same OEM
    e. Offered transceivers for the above equipment(s) should be compatible with respective OEM's equipment supplied.
    f. All the networking equipment (Switch and Router cum firewall) along with its transceivers should be from same OEM.

BIDDING FORMS

Form 1: Bid Form (Covering Letter)

 (To be submitted as part of Technical bid, along with supporting documents)

(On Bidder's Letter-head)

To

Registrar & CPIO
ERNET India**,** 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park,Delhi-110053
Ref: Your Tender Document No. Tender No./ xxxx;

Sir/ Madam,

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Technical and Financial bid (Price Schedule) for the supply of Equipment and incidental Works/ Services in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) **Our Credentials:**

We are submitting this bid on our behalf, registered in India under the Indian Companies Act 1956/2013 as amended Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

2) **Our Eligibility and Qualifications to participate**

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria - Compliance.

3) **Our Bid to supply of Equipment & Services:**

We offer to supply the subject Equipment of requisite specification and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Bill of Material - Compliance and Form3: 'Technical Specifications - Compliance.'

4) **Prices:**

We hereby offer to perform the Services at our lowest prices. The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

   i)   those prices; or
   ii)   the intention to submit an offer; or
   iii) the methods or factors used to calculate the prices offered.

The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5) **Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations and deviations.

6) **Bid Securing Declaration**

We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 7: 'Documents Relating to bid security.'

7) **Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period upto 75 days from bid submission, as required in the Tender Document or fora subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8) **Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the ERNET India, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

9) **A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your P.O shall constitute a binding contract between us.

10) **Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the ERNET India has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11) **Signatories:**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

12) **Rights of the ERNET India to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

……………………

(Signature with date)

………………………..

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

Form 1.1: Bidder Information

 (To be submitted as part of Technical bid along with supporting Documents)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____   Date..........

Tender Document No. Tender No./ xxxx

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bids shall be liable to be rejected as nonresponsive if Bidder's submits any wrong or misleading information and ERNET India may invoke Bid Security Declaration .

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) **Bidder/ Contractor particulars:**

   a) Name of the Company:...............
   b) Corporate Identity No. (CIN): ....
   c) GeM Supplier ID ....
   d) Place of Registration ....
   e) Complete Postal Address: ....
   f) Pin code code: ....
   g) Telephone nos. : ....
   h) Mobile Nos.: ....
   i) Contact persons/ Designation: ....
   j) Email IDs: ....

Submit documents to demonstrate eligibility as per NIT-Clause 3- Certificate of incorporation/Registration attested by Company Secretary/ Authorized Signatory

2) **Taxation Registrations:**

   a) PAN number: ....
   b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): ....
   c) GSTIN number: ....
   d) We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

   Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) **Authorization of Person(s) signing the bid on behalf of the Bidder**

   a) Full Name: _____
   b) Designation: _____
   c) Signing as:

☐   A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or Power of attorney given on stamp paper by authorize person.

Documents to be submitted: Power of Attorney/ Board Resolution

4) **Bidder's Authorized Representative Information**

   a) Name:
   b) Address:
   c) Telephone/ Mobile numbers:
   d) Email Address:

(Signature with date)

………………………..

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated………………………..

Place…………………………………

Form1.2: Eligibility Declarations

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. TenderNo./ xxxx;

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____   Date……….

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the stipulation of NIT-clause 3 and ITB-clause 3.2and declare as understand shall provide evidence of our continued eligibility to the ERNET India as may be requested:

1) **Legal Entity of Bidder: _____**

We solemnly declare that we (including our affiliates or subsidiaries or constituents):

a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

b) (including our Contractors/ subcontractors for any part of the contract):

    i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by Government from participation in its Tender Processes; and/ or

    ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

c) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

d) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

e) We have gone through F.No.6/18/2019 – PPD dated 23rd July 2020 issued by Department of Public Procurement, Ministry of Finance, Govt. of India and certify as follows:

I hereby certify that the <<<<bidder's name>>>> :

(i) is not from such a country

<div align="center">or</div>

(ii) is from such a country and has been registered with the Competent Authority in India which makes the bidder eligible to participate in this RFP. [Evidence of valid registration by the Competent Authority attached.]

I hereby certify that <<<<<<bidder name>>> fulfils all requirements in this regard and is eligible to be considered.
{Strike out inapplicable clause i.e. clause (i) or (ii)}

2) **Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) **Self-Certification for the category of suppliers:**

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

☐ Class-I Local Supplier/

☐ Class-II Local Supplier/

☐ Non-Local Supplier.

b) **We also declare that.**

☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or

☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise:……………..

b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of ourbeing MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):……………

Start-up Status

we confirm that we ☐are/ ☐are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that ERNET India may invoke Bid Security Delaration, if any wrong or misleading self-declaration submitted by us.

……………………..

(Signature with date)

………………………..

(Name and designation)

Duly authorized to sign bid for and on behalf of

……………………………………………

Dated………………………..

Place…………………………………

 [name & address of Bidder and seal of company]

Form 1.3: OEM's Authorization

The Registrar & CPIO
ERNET India,5th floor, Block-I, A Wing
Delhi IT Park, Shastri Park,

Delhi-110053

Sub: Manufacture Authorization for (MAF) to M/s < Name of Bidder>

Ref: Tender No.:

This is to certify that the bidder M/s_____(name   of
bidder) isrepresenting us, M/s_____(name of OEM) for_____
(name of product category) for the above referred tender no.

We confirm that we have understood the delivery& installation timelines defined in the
tender. We confirm that we have worked out all necessary logistics and pricing agreement
with <<<Bidder Name>>> and   there   won't be any delay in delivery, installation
and support due to any delay from our side. Our full support is extended in all respects for
supply, warranty and maintenance of our products. We undertake that offered
product/software in this bid are not obsolete and will not be declared end of life for next
5 (five) years beginning from the date of successful installation & acceptance and also
assure that the support including spares, patches, upgrades, updates, etc. for the quoted
products/software shall be available for next 5 (five) years and will support ERNET/CERT-
In or any government agency for the period of minimum 5 (five) years.

In case of any difficulties in logging complaint at bidder end, ERNET India/CERT-In will
have option to directly log complaints at our call support center. We ensure that our
offered equipment's are IPv6 ready from day one.

We undertake that equipment supplied by the OEM should be transferrable to any other
government agency at a later date along with warranty.

M/s_____(name of OEM) hereby certify that the products
offered for this tender are not declared end of sale and if any of the product is declared end
of sale during the installation and commissioning phase, it will be replaced with suitable
equivalent or higher rollover product.

We also undertake that in case of default in execution of this tender by < name
of bidder>, M/s <name of OEM> will provide necessary support to ERNET India in
identifying another partner with similar certifications/capabilities and extend support to
the new partner in line of this bid. Our details are as under:

Name of the Company:……………………………………………..

Complete Postal Address: ………………………………………… ..

Pin code: ……………………………………………..

Telephone nos.: …………………………

Fax No.:: …………………………………

Mobile Nos.:: ………………………….

Contact persons/ Designation: ………………………………………

Email IDs: ……………………………………………………………

The warranty shall be onsite replaceable warranty of the products that are listed below. I also certify that the below mentioned product being supplied by the <Name of Bidder> meets the minimum specifications given in the bid.

Sl. No.	Name of Equipment	Make & Model	Remarks (if any)

Yours faithfully,
Name & Designation of Authorise signatory:
Signature & Seal:
Date:
Place:

[name & address of Authorise Signatory and seal of company]

Form 2: Bill of Material - Compliance

<div align="center">(on Company Official Letter Head)</div>

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____   Date……….

To

Registrar & CPIO
ERNET India**,** 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park,Delhi-110053

Ref: Tender Document No. Tender No./ xxxx;

Subject: Bill of Material (BoM) Compliance

There are no deviations (null deviations) in Bill of Material mention in Section IV in Tender Document. <<M/s Bidder's Name ->> certify that our proposal includes all the equipment & services specified in tender document.

We understand that the requirement of equipment(s) & services briefed in **Section-IV-Bill of Material**; we confirm that we have undertaken our own assessment for complete implementation of project and accordingly we have considered extra Equipment, software, application and services etc. (if any) will be provided by << M/s Bidder's Name >>>> to complete the project.

"This is to certify that our proposed bid includes all the Equipment and service mentioned in **Section-IV-Bill of Material** as well as other material or service based on self-assessment to complete the project and meets all the requirements of the tender document including but not limited to Scope of Work (including SLAs), Business Requirements and Functional Specifications/ Requirements.

In case, any equipment or software or services is found non-compliant at any stage during project implementation or after acceptance, it would be replaced with a fully compliant product/ solution at no additional cost to ERNET India/ CERT-In. In case of non-adherence of this activity, ERNET India reserves the right to cancel the contract, in case the said Contract is awarded to us by ERNET India.

We shall comply with Warranty requirements in the Tender Document.

We further confirm that our technical and financial bid is for the entire scope of work, comprising all required components and our obligations, for meeting the scope of work .

Yours faithfully,

(Signature with date)

………………………..

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated………………………..

Place……………………………………

Form3: Technical Specifications- Compliance

(on Company Official Letter Head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date..........

To

Registrar & CPIO
ERNET India**,** 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park,Delhi-110053

Ref: Tender Document No. Tender No./ xxxx;

Subject: **Section V- Technical Specification Compliance**

There are no deviations (null deviations) in Technical Specification mention in **Section V- Technical Specification** in Tender Document. <<M/s---------------->> certify that our proposal fulfil specification of each Equipment & Service specified in tender document.

We understand that the Specification of equipment(s) & services briefed in **Section V- Technical Specification**; we certify that our proposed equipment(s) & services are same or higher than the minimum technical specifications as given in the tender document.

In case, any equipment or software or services is found non-compliant at any stage during project implementation or after acceptance, it would be replaced with a fully compliant product/ solution at no additional cost to ERNET India/ CERT-In. In case of non-adherence of this activity, ERNET India reserves the right to cancel the contract, in case the said Contract is awarded to us by ERNET India.

We further confirm that our commercial proposal is for the entire scope of work, comprising all required components, specifications and our obligations, for meeting the scope of work.

Enclosure:- Compliance Statement of Section- V and required and relevant documents like technical data, literature, drawings, datasheets, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) with supporting documents, to establish that the Equipment and Services offered in the bid fully conform to the Equipment and Services specified by the ERNET India in the Tender Document along with this compliance.

…………………….

(Signature with date)

…………………….…

(Name and designation)

Duly authorized to sign bid for and on behalf of

…………………………………….…

 [name & address of Bidder and seal of company]

Form4: Qualification Criteria - Compliance

<center>(on Company Official Letter Head)</center>

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____   Date..........

To

Registrar & CPIO
ERNET India**,** 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park,Delhi-110053

Ref: Tender Document No. Tender No./ xxxx;

Subject: **Section-VI- Qualification Criteria - Compliance**

Note to Bidders: Furnish statements and documents to confirm conformity to Qualification Criteria may be mentioned/ attached here. You may attach documents as required for qualification criteria. Add additional details not covered elsewhere in your bid in this regard. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive.

Documents Attached supporting the compliance to qualification criteria in Section-VI:

Sl. No.	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	
..	

Yours faithfully,

(Signature with date)

………………………..

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated………………………..

Place…………………………………

Form4.1: Experience Statement

Statement of completion of Project Last five Years
(on Company Official Letter Head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____   Date..........

To

Registrar & CPIO
ERNET India**,** 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park,Delhi-110053

Ref: Tender Document No. Tender No./ xxxx;

Subject: **Section-VI- Qualification Criteria - Compliance**

Note to Bidders: Fill up this Form your past performance highlighting their qualification to supply relevant Equipment & Services as specified in qualification Criteria of Tender Document Section-VI. Statements and Documents to the Experience Statement may be mentioned/ attached here. Add additional details not covered elsewhere in your bid in this regard.

Order issued by (Complete address along with contact no.)	Purchase Order No. & Date	Project detail	Start Date of Project	Completion Date of Project	Project Value

Enclosure: Relevant Document Attached.

Yours faithfully,

(Signature with date)

………………………...

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated………………………...

Place…………………………………

Form5: Terms & Conditions- Compliance

<div align="center">(on Company Official Letter Head)</div>

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____   Date..........

To

Registrar & CPIO
ERNET India**,** 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park,Delhi-110053

Ref: Tender Document No. Tender No./ xxxx;

Subject: **Terms & Conditions- Compliance**

1) With reference to our Bid submitted against the above referred Tender no…………., we hereby confirm that we comply with all terms, conditions and specifications of the Tender Documents read in conjunction with Amendment(s) / Clarification(s) (if any) issued by ERNET India prior to last date of submission of bids and the same has been taken into consideration while submitting our bid and we declare that we have not taken any deviation in this regard.

2) We further confirm that any deviation, variation or additional conditions etc. or any mention, contrary to Bidding Documents and its Amendment(s)/ Clarification(s) (if any) as mentioned at 1.0 above found anywhere in our bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to ERNET India.

…………………….…

(Signature with date)

………………………….…

(Name and designation)

Duly authorized to sign bid for and on behalf of

……………………………………………

 [name & address of Bidder and seal of company]

Form 6: Check-List for Bidders

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____   Date……….

Tender Document No. Tender No./ xxxx;

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

S.No.	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1. Bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid)	
2.	Form 1.1: Bidder Information along with Board Resolution/Power of attorney of authorizing signatories on stamp paper and Registration Certificates etc.	
2.a	Self-attested copy of Registration certificates etc. of the company	
2.b	Self-attested copy of PAN	
2.c	Self-attested copy of GSTIN registration(s)	
2.d	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
3.a	Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighbouring countries, if any	
3.b	Self-attested copy of MSME registration	
3.c	Self-attested copy of Start-up registration/ status	
4.	Form 1.3: OEM's Authorization Form duly filled up	
4.a	Self-attested copy of Registration certificates etc. of the OEM	
5.	Form 2: Bill of Material – Compliance	
6.	Form 3: Technical Specifications - Compliance	
7.a	Relevant documents like technical data, literature, datasheets, drawings, and other relevant proposal/bid documents.	
7.	Form 4: Qualification Criteria – Compliance	
8.a	Documents Attached supporting the compliance to qualification criteria of Bidder and its OEM	
8.	Form 4.1: Experience Statement	

9.a	Documents/ contracts supporting the experience statement	
9.	Form 5: Terms and Condition compliance	
10.	Form 6: This Checklist	
11	Form 7: Documents relating to Bid Security	
12	Form 8: Duly signed Integrity Pact	
13	Form 9: Make In India Certificate	
14	Form 10: Non-Disclosure Agreement (To be submitted by successful Bidder only)	
15	**Unpriced** Schedule (Financial Bid(BOQ)) as per Tender Document in Technical Bid	
17	Ink/digitally signed tender document along with its corrigendum/addendum	
18	Any other requirements, if stipulated in Tender Document or if considered relevant by the Bidder	
20	Documents if any at the option of Bidder	

(Signature with date)

………………………..

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated………………………..

Place……………………………………

Form 7: Documents relating to Bid Security.

Note: To be submitted as part of Technical bid, along with supporting documents, if any.

Bidders exempted from submission of bid security are also required to submit this.

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____   Date……….

To

Registrar & CPIO
ERNET India**,** 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park,Delhi-110053
Ref: Tender Document No. Tender No./ xxxx;

Sir/ Madam

We, the undersigned, solemnly declare that:

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

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

1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or

2) being notified within the bid validity of the acceptance of our bid by the ERNET India:

> refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

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

1)   receipt by us of your notification

(a) of cancellation of the entire tender process or rejection of all bids or
(b) of the name of the successful bidder or

2)   forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

…………………………

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated…………………………

Place……………………………………

Form8: Integrity Pact

ERNET India hereinafter referred to as "ERNET"

And

---------------------------[bidder (s) participating in this tender] hereinafter referred to as "The Bidder/Contractor"

Preamble

ERNET India invites online bids (e-tender for) for: Equipment(s) & Services

ERNET India values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, ERNET will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for Compliance with the principles mentioned above.

Section 1- Commitments of ERNET

1. ERNET commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of ERNET, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
b. ERNET will during the tender process treat all Bidder(s) with equity and reason. ERNET will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
c. ERNET India will exclude from the process all known prejudiced persons.

2. If ERNET India obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, ERNET India will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. The bidder commits himself to observe the following principles during his participation in the tender process and during the contract execution:
a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of ERNET's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of

bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by ERNET as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers' as annexed and marked as Annexure.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

• If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, ERNET is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the Government/ERNET India's procedure on banning of the business dealings/bidders/contractors, etc.

Section 4: Compensation for Damages

a. If ERNET India has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, ERNET is entitled to enforce Bid security Declaration.

b. If ERNET India has terminated the contract according to section 3, or if ERNET is entitled to terminated the contract according to section 3, ERNET shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value and/or the amount equivalent to Performance Security or from any due payment to the bidder.

Section 5: Previous Transgression

a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors

a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to ERNET before contract signing.

b. ERNET India will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

c. ERNET India will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Sub contractor(s)

If ERNET India obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if ERNET has substantive suspicion in this regard, ERNET will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. ERNET India appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General, ERNET.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of ERNET including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. ERNET will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between ERNET and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of ERNET and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Director General, ERNET within 8 to 10 weeks from the date of reference or intimation to him by ERNET and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitle to compensation on the same terms as being extended to / provided to Director level in the ERNET India or as decided by Director General of ERNET India.

8. If the Monitor has reported to the Director General ERNET, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General ERNET has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural

Section 9 - Pact Duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract or after 10 months from the expiry of Rate Contract (RC) which ever be later and for all other Bidders 12 months from the contract has been awarded.

2. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director General of ERNET.

Section 10 - Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of ERNET, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs

(For & on behalf of ERNET)   (For & on behalf of Bidder)
(Office Seal)   (Office Seal)

Place------------

Date-------------

Witness 1: (Name & Address)_____
Witness 2: (Name & Address)_____

Form 9 : Make in India Certificate

Make in India Certificate

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____   Date..........

To

Registrar & CPIO
ERNET India, 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park,Delhi-110053
Ref: Tender Document No. Tender No./ xxxx;

> (To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs. 10 crores giving the percentage of local content.)

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against ERNET India Tender No…………………………………… dated………………… . We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: _____.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

(Signature with date)

………………………

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated………………………

Place…………………………………

Form 10: Non-Disclosure Agreement (To be submitted on Non-Judicial Stamp Paper of Rs 100/-)

This Agreement is made as on the _____, between **ERNET India, an autonomous society under the administrative control of Ministry of Electronics and Information Technology, Government of India** called as "**ERNET India**" through its Director General which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

and

<<< Contractor Name>>> called as "**--------------**" through its ---------------------- which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

ERENT India and <<Contractor Name>> are sometimes referred to herein individually as "Party" and collectively as "Parties".

Tender No. …………………….. " Selection of System Integrator for setting up of ICT (Security) infrastructure for CERT-In at 18 Remote Sites" and Contract no……………………….. **(hereinafter referred as "Project").** ERENT India and <<Contractor Name>>have entered into a contract to deliver this project, Now, both the parties enter into this agreement and agree that information provided and available with each party in respect of this project is to be used only for the specific project purpose and parties are required to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed, owned or collected by one party to the other party, including information generated under this project, which the disclosing party identifies in writing or otherwise as confidential to the receiving party ("**Confidential information**"). Information consists of certain specifications, designs, plans, drawings and /or technical information, software, data etc, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential ("**Information**"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if

it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party.

2. ERENT India and <<Contractor Name>>hereby agree that during and after the Agreement Period:

   a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined, shall cause its employees, outsourced agencies, vendors, implementation partners and contract employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential for fulfilling the purpose, and shall prevent disclosure of information to third parties.

   b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.

3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate which:-

   a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

   b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or

   c) was in the receiving party's possession without restriction or was known by the receiving party without restriction in vogue at the time of disclosure; or

   d) is the subject of a subpoena or other legal or administrative stipulated requirement demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such requirement for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or

   e) is disclosed with the prior written consent of the disclosing party; or

   f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or

   g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees not to remove any of the other party's Confidential Information

from the premises and sites of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises and sites. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be make off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.

6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity or may seek the intervention of Director General, ERNET India for such a breach.

7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period thereafter as required by applicable law. Furthermore nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this agreement

shall not constitute a waiver of such provision, right or remedy.

10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

11. That in case of any dispute or differences, breach & violation relating to the terms of this agreement, the said matter or dispute, difference shall be referred to Director General, ERNET India for his decision in this regard. The decision of the Director General, ERNET India will be final and binding on both the parties.

12. This Agreement constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto.

13. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.

14. This Agreement will remain in effect during the currency of agreement & shall survive even after expiry of the agreement or project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

For and on behalf of
ERNET India
Ministry of Electronics and
Information Technology,
Government of India.

For and on behalf of

<< Contractor Name >>

_____
Name: Sh. Arun Kumar Singh
Designation: Registrar & CPIO
ERNET India, Delhi

_____
<< Authorized to sign from Contractor Name >>
Designation:
Address:

FORMATS

Format 1.1: Bank Guarantee Format for Performance Security

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY
<u>(To be stamped in accordance with stamp Act)</u>
(The non-judicial stamp paper should be in the name of issuing Bank)

B.G. NO. _____
Date of issue_____
Amount (Rs.)_____
Valid upto _____
Claim Amount upto _____

To,
Registrar & CPIO
ERNET India**,** 5th Floor,
Block-I, A Wing, DMRC IT Park,
shastri Park,Delhi-110053

Dear Sirs,

In consideration of the ERNET India, Department of Electronics & Information Technology Ministry of Communications & Information Technology (hereinafter referred as the **'Owner'**, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s._____(name, constitution and address) (herein referred to as the '**Contractor**', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) a Purchase Order No._____ dated_____ valued at _____(hereinafter referred to as Contract) and the Contractor having agreed to provide a Bank Guranatee towards Performance of the entire Contract equivalent to Rs._____ (amount of BG) (i.e. ____ per cent of the said value of the Contract) to the Owner.

We_____ (name of the Bank) having its Registered Office at_____ and Corporate/Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount not exceeding Rs._____, within ten (10) calendar days from the date of receipt by us on first written demand by Owner; through hand delivery or registered A.D. Post or by speed post or by courier, stating that "Contractor" has failed to perform its obligations under the Contract. Aforesaid payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty,

without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any convenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

This Guarantee can be invoked in one or more trenches and in such a case Owner will not be required to submit the original Guarantee along with submission of claim.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs._____ and it shall remain in force up to and including _____ shall be extended from time to time for such period as may be desired by the Contractor on whose behalf this guarantee has been issued.

WITNESS   BANK
Signature_____   Signature_____

Name_____   Name _____

(Bank's Rubber Stamp)

Seal, name & address of the Bank and address of the Branch

Designation with Bank Stamp

Format 1.2: No Claim Certificate

(On company Letter-head)

Contractor's Name_____

[Address and Contact Details]

Contractor's Reference No._____   Date..........

To,

Registrar & CPIO
ERNET India**,** 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park,Delhi-110053

No Claim Certificate

    Sub: Contract Agreement no. _____ dated _____

We have received the sum of Rs. (Rupees _____only) as final settlement due to us for the supply of _____under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the ERNET India, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or

officer authorised to sign the contract documents.

 on behalf of the contractor

                                        (company Seal)

Date:_____

Place:_____

Format2: Authorization for Attending Pre-bid Conference.

(on Company Official Letter Head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____   Date..........

To

Registrar & CPIO
ERNET India**,** 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park,Delhi-110053

Ref: Tender Document No. Tender No./ xxxx;

Subject: Authorization for attending Pre-bid Conference on _____ (date).

Following persons are hereby authorized to attend the Pre-bid Conference for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Sr.No/	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid. An alternate representative shall be permitted when regular representatives are not able to attend.

2. Permission to enter the hall / e-Meeting where the pre-bid conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of bidder   or

Officer authorized to sign the bid.

Documents on behalf of the bidder

Dated………………………..

Place…………………………………….

[name & address of Bidder and seal of company]

Financial Bid (BoQ) *(This duly filled sheet must be uploaded in Financial bid)*

Tender Inviting Authority	ERNET India
Bidder Name	
Tender No	

Sl.No #	Equipment Title	Equipment Description	Equipment Quantity	Unit of Measurement	Unit Price in INR	Rate of GST in %	Amount of GST in INR	Total unit Price with GST in INR	Total Price with GST in INR
			(A)	(B)	(C)	(D)	(E)	F (=C+E)	G= (AxF)
1	**Networking Devices Type 'A'**	Network Traffic Metadata Generation System	16	Nos					
2	Transceivers Compatible for Networking Devices type 'A'	100G Multi mode transceivers for Network Traffic Metadata Generation System	74	Nos					
3	Transceivers Compatible for Networking Devices type 'A'	100G Single mode transceivers for Network Traffic Metadata Generation System	12	Nos					
4	Transceivers Compatible for Networking Devices type 'A'	10G Multimode for Network Traffic Metadata Generation flow export	35	Nos					

5	**Networking Devices Type 'B'**	Packet Aggregators 32x100G Port	6	Nos					
6	**Networking Devices Type 'C'**	Packet Aggregators 64x100G Port	1	Nos					
7	Transceivers Compatible with Networking Devices type 'B' & type 'C'	100G Single mode transceivers for Packet aggregators	112	Nos					
8	Transceivers Compatiable with Networking Devices type 'B' & type 'C'	100G Multi mode transceivers for Packet aggregators	74	Nos					
9	Compatible Breakout Cables for Networking Devices type 'A', 'B' & type 'C'	Breakout Cables(40 G QSFP+ SM MPO to 4*10G LC QSFP)	76	Nos					
10	Transceivers Compatiable with Networking Devices type 'B' & type 'C'	40G Single mode QSFP+ MPO transceivers for Packet aggregators	76	Nos					
11	Full Duplex 24 (LC/LC) Fiber Rack Mount LIU with all Accessories and LC to LC type MPO connectors	Full Duplex 24 (LC/LC) Fiber Rack Mount LIU with all Accessories and LC to LC type MPO connectors	18	Nos					
12	**Networking Devices Type 'D'**	Optical Taps	5	Nos					

13	**Networking Devices Type 'E'**	Router Cum Firewalls 50Gbps	1	Nos					
14	**Networking Devices Type 'F'**	Router Cum Firewalls 16Gbps	1	Nos					
15	**Networking Devices Type 'G'**	Router Cum Firewalls 5Gbps	2	Nos					
16	**Networking Devices Type 'H'**	Router Cum Firewalls 2Gbps	13	Nos					
17	**Networking Devices Type 'I'**	Remote Switch	5	Nos					
18	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	100G Single mode transceivers for Networking Device	3	Nos					
19	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	100G Multimode transceivers for Networking Device	18	Nos					
20	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	40G Single mode transceivers for Networking Device	3	Nos					
21	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	40G Multimode transceivers for Networking Device	3	Nos					

22	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	10G Single mode transceivers for Networking Device	33	Nos					
23	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	10G Multimode transceivers for Networking Device	170	Nos					
24	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	1G Single mode transceivers for Networking Device	5	Nos					
25	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	1G Multimode transceivers for Networking Device	5	Nos					
26	Transceiver should be from same OEM of Networking Devices type 'E,F,G,H,I' Equipment(s)	1G Copper transceivers for Networking Device	60	Nos					
27	**Server Device Type 'J'**	Server as per technical specs	13	Nos					
28	Enclosures	Server / Networking Racks with Metered PDU	2	Nos					

29	Per Quarter Price for Resident Engineer -1 (Manpower) . The cost per quarter will remain same throughout the number of quarter quoted in 'Item Quantity' Column.	For Monitoring , Management and Configuration / Re-Configuration etc. as per tender document	12	Quarter (3 months)					
30	Per Quarter Price for Resident Engineer -2 (Manpower). The cost per quarter will remain same throughout the number of quarter quoted in 'Item Quantity' Column.	For Monitoring , Management and Configuration / Re-Configuration etc. as per tender document	12	Quarter (3 months)					
Grand Total Value									

(Signature with date)

………………….…..

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated………………….…..

Place……………………………………

CLARIFICATION & CORRIGENDUM

S. No.	Clause No.	Existing Clause	Queries from vendors	ERNET's Amended Clause
1	Section VI: Qualification Criteria A. Bidder's Qualification Criteria, Point no. 5	Bidder (MSE and Startup are exempted from these experience criteria) should have experience of successful implementation of similar project(s) in Central/State Government/ Govt. undertakings/ UT's/Autonomous Bodies in India as: Single order of Rs. 14.5 Crore; OR Two orders each having minimum of Rs. 9.10 Crore or more; OR Three orders each having minimum of Rs. 7.20 Crore or more Similar project: - Supply, Installation, Testing & Commissioning of Equipment(s) Cyber Security Projects. Further atleast one project should include installation of Packet Aggregator and Network Traffic Metadata Generation System similar to	Multiple Queries were received on this clause	The Clause may be read as : Bidder (MSE and Start-up are exempted from these experience criteria) should have experience of successful implementation of similar project(s) in Central/State Government/ Govt. undertakings/ UT's/Autonomous Bodies/ Public listed companies in India as: Single order of Rs. 14.5 Crore; OR Two orders each having minimum of Rs. 9.10 Crore or more; OR Three orders each having minimum of Rs. 7.20 Crore or more Similar project: - Supply, Installation, Testing & Commissioning of Equipment(s) in Cyber Security

		BoM. Bidder shall provide supporting document relevant copies of the customer purchase orders, scope of work, deliverables, project value and satisfactory work completion certificate from client. Bidder shall also provide Name, Address, email and contact no. of organization whose Purchase orders are submitted by Bidder. Work order and its completion date/date(s) should be in between 01/01/2017 to till bid submission date.		Projects/ IT networking project . Bidder shall provide supporting document relevant copies of the customer purchase orders, scope of work, deliverables, project value and satisfactory work completion certificate from client. Bidder shall also provide Name, Address, email and contact no. of organization whose Purchase orders are submitted by Bidder. Work order and its completion date/date(s) should be in between 01/01/2017 to till bid submission date.
2	Section VI: Qualification Criteria A. Bidder's Qualification Criteria, Point no. 8	Bidder should have its own office at following regions of India: i. Western Region (Rajasthan, Gujrat, Maharashtra, Goa) ii. Southern Region (Tamilnadu, Karnataka, Kerela, Andhra Pradesh, Telangana) iii. Delhi NCR Region An undertaking to this effect	From this criteria We understand that bidder should have his own office in one of the location region wise. Please clarify.	Clarification: Yes, Bidder must have atleast one office of its own in each region..

		must be submitted by Bidder along with details of office address of each location. Detail shall contain, Office address, Contact no. email ID, Office incharge etc.		
3	Section VI: Qualification Criteria A. Bidder's Qualification Criteria, Point no. 10	Bidder should have dedicated/Toll free no. for service support. Relevant details to be submitted with Bid Document.	Bidder/OEM should have dedicated/Toll free no. for service support. Relevant details to be submitted with Bid Document or submit undertaking that they will provide dedicated / Toll free No. details within 45 days of declaration of L1	No Change
4	Section V: Technical Specifications 13. Networking Devices Type 'E' (Remote Router cum Firewall – 50 Gbps) Description: Port population	Should be supported from day 1 with 2 x 100G QSFP28, 30 x 10G SFP+, 30x 1G RJ-45 ports (using Copper SFP/ on board RJ-45 Ethernet).	Kindly clarify if the Optics for all interfaces asked to be provided from day 1. Today the 10G SR and LR comes in multiport combination which can be scaled to 40G and 100G in future. Kindly confirm if these are accepted	Clarification: Should be supported from day 1 with 2 x 100G QSFP28, 30 x 10G SFP+ (natively or supply using 4x10G breakout), 30x 1G RJ-45 ports (using Copper SFP/ on board RJ-45 Ethernet).

5	Section V: Technical Specifications 13. Networking Devices Type 'E' (Remote Router cum Firewall – 50 Gbps) Description: IPsec Throughput	50 Gbps or higher (Packetsize:1400bytes)	Since 2 X100G interface is been asked we recommend to have scale for IPSEC throughput also i.e. 50Gbps scalable to 60 Gbps . Kindly clarify.	No Change
6	Section V: Technical Specifications 14. Networking Devices Type 'F' (Remote Router cum Firewall – 16 Gbps) Description: Port population	Should be supported from day 1 with 4 x 40G QSFP+, 8 x 10G SFP+	Kindly clarify if the Optics for all interfaces asked to be provided from day 1 . If yes then kindly suggest the Optics type required for 40G and 10G interface.	Clarification: In Router cum Firewall (Sl. No. 14) , Optics is not required as optics/transceivers are asked separately in BoM/ Financial Bid against these equipment

7	Section V: Technical Specifications 15. Networking Devices Type 'G' (Remote Router cum Firewall – 5 Gbps) Description: Port population	Should be supported from day 1 with 4 x 10G SFP+, 4x1G RJ-45 ports (using Copper SFP). These 1 G port shall also support 10 G SFP+	Kindly clarify if the Optics for all interfaces asked to be provided from day 1 . If yes then kindly suggest the Optics type required for 10G interface.	Clarification: In Router cum Firewall (Sl. No. 15) , Optics is not required as optics/transceivers are asked separately in BoM/ Financial Bid against these equipment
8	Section V: Technical Specifications 16. Networking Devices Type 'H' (Remote Router cum Firewall – 2 Gbps) Description: Port population	Should be supported from day 1 with 4 x 10G SFP+ and 6 x 1G on-board RJ-45 Ports	Kindly clarify if the Optics for all interfaces asked to be provided from day 1 . If yes then kindly suggest the Optics type required for 10G interface.	Clarification: In Router cum Firewall (Sl. No. 16) , Optics is not required as optics/transceivers are asked separately in BoM/ Financial Bid against these equipment

9	Section V: Technical Specifications 17. Networking Devices Type 'I' (Remote 28 Port switch) Description: No of SFP/SFP+ Ports	Minimum 24 Nos	Request to increase the number of ports from 24 to 48 Ports as the standard configuration for 10G switch comes in 48 Port from all leading OEMS , This will ensure future scalability.	Clarification: In Remote Switch (Sl. No -17) , Optics is not required as optics/transceivers are asked separately in BoM/ Financial Bid against this equipment
10	Section V: Technical Specifications 17. Networking Devices Type 'I' (Remote 28 Port switch) Description: Port population	Should be supported from day 1 with 24 x10G SFP+. These ports shall also support 1 G on Copper RJ-45 SFP. Should be supported from day 1 with 4x100G. These ports shall also support 40G with QSFP+.	Kindly clarify if the Optics for all interfaces asked to be provided from day 1 . If yes then kindly suggest the Optics type required for 100G and 10G interface.	Clarification: In Remote Switch (Sl. No -17) , Optics is not required as optics/transceivers are asked separately in BoM/ Financial Bid against this equipment

| 11 | Bidding Forms Form 1.3: OEM's Authorization Para 2 | We undertake that offered product/software in this bid are not obsolete and will not be declared end of life for next 5 (five) years beginning from the date of successful installation & acceptance and also assure that the support including spares, patches, upgrades, updates, etc. for the quoted products/software shall be available for next 5 (five) years and will support ERNET/CERT-In or any government agency for the period of minimum 5 (five) years. | Our under standing is End of life means support of hardware and software should be available from OEM for 5 years from date of go live please clarify. | The Clause may be read as : We undertake that offered product/software in this bid are not obsolete and will not be declared end of life/support for next 5 (five) years beginning from the date of successful installation & acceptance and also assure that the support including spares, patches, upgrades, updates, etc. for the quoted products/software shall be available for next 5 (five) years and will support ERNET/CERT-In or any government agency for the period of minimum 5 (five) years. |

12	Bidding Forms Form 1.3: OEM's Authorization Para 4	We undertake that equipment supplied by the OEM should be transferrable to any other government agency at a later date along with warranty	Please clarify this clause. Please add in the clause - Formal communication with regards to this clause will be shared with bidder and OEM before expiration of Warranty period./support period	No Change : Clause in Authorization form is Self explanatory
13	Section V: Technical Specifications 1. 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Flow Generation Features	Systems should also be configurable by the user to generate traffic flows at sampling rates in the range of 1:1 to 1:100	Systems should also be configurable by the user to generate traffic flows/**netflow** at sampling rates in the range of 1:1 to 1:100 **Justification:** Some OEM support sflow, while other use netflow for varying smapling rate. So for wider OEM participation please change the clause.	No Change

14	Section V: Technical Specifications 1. 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Flow Generation Features	System should support IPFIX Extensions which extend IPFIX information elements with monitoring of network performance statistics and application protocols like HTTP, DNS, DHCP, SMB, E-mail and others. This should be supported for both IPv4 and IPv6 traffic concurrently	System should support ~~IPFIX Extensions which extend IPFIX information elements with~~ monitoring of network performance statistics and application protocols like ~~HTTP~~, DNS, DHCP, ~~SMB, E-mail~~ and others. This should be supported for both IPv4 and IPv6 traffic concurrently. **Justification:** Different OEMs have different ways of sending information. Same information is provided in Arista using metadata. DNS and DHCP along with ARP and ICMP can be analyzed.	No Change
15	Section V: Technical Specifications 1. 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Flow Generation Features	System should have capability to provide application layer recognition/visibility. This should be possible without any degradation in processing capacity.	System should have capability to provide **visibility into network flows and recognize the applications based on the port info.** ~~application layer recognition/visibility~~. This should be possible without any degradation in processing capacity. **Justification:** Applications can be identified using layer 4 information. Please change for the wider OEM participation.	No Change
16	Section V: Technical Specifications 1. 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Flow Generation Features	System should have ability to be configured to include Host and URL information from HTTP sessions, HTTP return codes for monitoring purposes and server name from SSL sessions	Kindly remove the clause. **Justification:** Please remove for the wider OEM participation.	No Change

17	Section V: Technical Specifications 1. 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Flow Generation Features	The probe should be able to export the flows in Json format with compression directly to Big-Data platform in a publish-subscribe or Producer-Consumer mode, without requiring any IPFIX Collector	Kindly remove the clause. **Justification:** Please remove for the wider OEM participation.	No Change
18	Section V: Technical Specifications 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Performance Specifications	Minimum Throughput : 5+ Million Flow per second with L4-L7 visibility enabled and 100+ IPFIX field enabled	Minimum Throughput : 5+ Million Flow per second with L4-~~L7~~ visibility enabled and ~~100+~~ 20 IPFIX field enabled. Request you to change it to "7+ Million flows per second with L4-L7 visibility enabled and 100+ IPFIX field enabled within a 1U form factor". The higher throughput will provide the network analysts detailed and accurate information about each and every communication session and gives complete traffic visibility for analysis, Network Performance Monitoring and Diagnostics and compliance.Paving the way for capabilities that can deal with today's traffic and scale for tomorrow's next generation ultra-scale networks.	No Change

19	Section V: Technical Specifications 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Performance Specifications	200+ Million Active Flow and 60+ Second Flow Caching capability	200+ Million Active Flow ~~and 60+ Second Flow Caching capability~~ We request you to change this clause as "240+ Million active flows and 60+ Second Flow Caching capability within a 1U form factor? The higher throughput will provide the network analysts detailed and accurate information about each and every communication session and gives complete traffic visibility for analysis, Network Performance Monitoring and Diagnostics and compliance.Paving the way for capabilities that can deal with today's traffic and scale for tomorrow's next generation ultra-scale networks.	No Change
20	Section V: Technical Specifications 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Performance Specifications	Layer 4- Layer 7 : protocol visibility : BGP,DNS,SSL, Http Codes, HTTP URL	Layer ~~4- Layer 7 :~~ protocol visibility : ~~BGP,DNS,SSL, Http Codes, HTTP URL~~	No Change
21	Section V: Technical Specifications 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Performance Specifications	Should export Multi- template, multi collector export with following export protocol : JSON, IPFIX, Netflow V9 and above	Should export Multi- template, multi collector export with following export protocol : **JSON/IPFIX/ Netflow V9** and above	No Change

22	Section V: Technical Specifications 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Performance Specifications	Should support Content classification using JA3, JA3S SSL fingerprinting	Kindly remove the clause. Justification: Please remove for the wider OEM participation.	No Change
23	Section V: Technical Specifications 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Management Features	Version of SSH used by the system must be configurable	Kindly remove the clause. Justification: Please remove for the wider OEM participation.	No Change
24	Section V: Technical Specifications 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Status Monitoring and Alerting	The system must support SNMP (v1, v2c or v3)	The system must support SNMP (v1 **or** v2c or v3).	No Change
25	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: SYSTEM	The Solution should have an option to simultaneously support inline & out of-band deployment options	The Solution should have an option to ~~simultaneously~~ support inline ~~&~~ **or** out of-band deployment options **Justification:** Different OEM support diff deployment options. Please change for the wider OEM particiapation.	No Change

26	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: Interface/Transceiver Support	QSFP 40 Gig BiDi, Multimode SR (Tx and Rx)	Please remove the clause	No Change
27	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: Interface/Transceiver Support	QSFP28 100G BiDi, Multimode SR (Tx and Rx)	Please remove the clause	No Change
28	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: Interface/Transceiver Support	QSFP28 100GBase SR4 , LR4 and PSM4 LR . All must be supported.	QSFP28 100GBase SR4 , LR4 and PSM4 LR . All must be supported.	No Change
29	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: Interface/Transceiver Support	QSFP28 50G SR (can be via breakout)	Please remove the clause	No Change

30	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: Interface/Transceiver Support	The Solution must support each port to be used as ingress and egress	The Solution must support each port to be used as ingress ~~and~~ **or** egress	No Change
31	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: Management, Security and Traffic Monitoring	The Solution must support AAA using: TACACS+ , Radius , LDAP . All these types must be supported	The Solution must support AAA using: TACACS+ , Radius , ~~LDAP~~ . All these types must be supported	No Change
32	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: Management, Security and Traffic Monitoring	The Solution must support event notification using: Syslog to report to IPv6 and IPv4 addresses, SNMP traps (v1, v2 and v3)	The Solution must support event notification using: Syslog to report to IPv6 and IPv4 addresses, SNMP traps (v1/v2/v3)	No Change
33	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: Management, Security and Traffic Monitoring	The Solution should support Multiple threshold crossing syslog event and traps can be setup on a port by port basis, e.g the threshold can be based on port's Rx Utilization, Tx Utilization, Invalid packets, dropped packets...etc.	The Solution should support ~~Multiple threshold crossing~~ syslog event and traps can be setup on a port by port basis, e.g the threshold can be based on port's Rx Utilization, Tx Utilization, Invalid packets, dropped packets...etc.	No Change

34	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: Management, Security and Traffic Monitoring	The Solution must be able to support LLDP on each port to generate or receive LLDPP packets from other devices. LLDP receive and/or transmit can be enabled or disabled on each individual port.	The Solution must be able to support LLDP on each port to generate or receive LLDPP packets from other devices. ~~LLDP receive and/or transmit can be enabled or disabled on each individual port.~~	No Change
35	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: Traffic Steering	The Solution must support dynamic packet load balancing with Tunneled MPLS inner IP address	Please remove the clause for wider OEM participation.	No Change
36	Section V: Technical Specifications 5. Networking Devices Type 'B' (32*100 G Port Aggregator) Description: Traffic Steering	The Solution must provide 3-stage Filtering capability at Ingress port, midlevel Filter and Egress port in an easy to use GUI	Please remove the clause for wider OEM participation.	No Change
37	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator) Description: SYSTEM	The Solution should have an option to simultaneously support inline & out of-band deployment options	The Solution should have an option to simultaneously support inline & or out of-band deployment options Justification: Different OEM support diff deployment options. Please change for the wider OEM particiapation.	No Change
38	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator)	QSFP 40 Gig BiDi, Multimode SR (Tx and Rx)	Please remove the clause	No Change

	Description: Interface /Transceiver Support		
39	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator) Description: Interface /Transceiver Support	QSFP28 100G BiDi, Multimode SR (Tx and Rx)	Please remove the clause	No Change
40	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator) Description: Interface /Transceiver Support	QSFP28 100GBase SR4 , LR4 and PSM4 LR . All must be supported	QSFP28 100GBase SR4 , LR4 and ~~PSM4 LR~~ . All must be supported.	No Change
41	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator) Description: Interface /Transceiver Support	QSFP28 50G SR (can be via breakout)	Please remove the clause	No Change
42	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator) Description: Interface /Transceiver Support	The Solution must support each port to be used as ingress and egress	The Solution must support each port to be used as ingress ~~and~~ **or** egress	No Change

43	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator) Description: Management, Security and Traffic Monitoring	The Solution must support AAA using: TACACS+ , Radius , LDAP . All these types must be supported	The Solution must support AAA using: TACACS+ , Radius , ~~LDAP~~ . All these types must be supported	No Change
44	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator) Description: Management, Security and Traffic Monitoring	The Solution must support event notification using: Syslog to report to IPv6 and IPv4 addresses, SNMP traps (v1, v2 and v3)	The Solution must support event notification using: Syslog to report to IPv6 and IPv4 addresses, SNMP traps (v1/v2/v3)	No Change
45	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator) Description: Management, Security and Traffic Monitoring	The Solution should support Multiple threshold crossing syslog event and traps can be setup on a port by port basis, e.g the threshold can be based on port's Rx Utilization, Tx Utilization, Invalid packets, dropped packets...etc.	The Solution should support ~~Multiple threshold crossing~~ syslog event and traps can be setup on a port by port basis, e.g the threshold can be based on port's Rx Utilization, Tx Utilization, Invalid packets, dropped packets...etc.	No Change
46	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator) Description: Management, Security	The Solution must be able to support LLDP on each port to generate or receive LDPP packets from other devices. LLDP receive and/or transmit can be enabled or disabled on each individual port.	The Solution must be able to support LLDP on each port to generate or receive LLDPP packets from other devices. ~~LLDP receive and/or transmit can be enabled or disabled on each individual port.~~	No Change

		and Traffic Monitoring		
47	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator) Description: Traffic Steering	The Solution must support dynamic packet load balancing with Tunneled MPLS inner IP address	Please remove the clause for wider OEM participation.	No Change
48	Section V: Technical Specifications 6. Networking Devices Type 'C' (64*100 G Port Aggregator) Description: Traffic Steering	The Solution must provide 3-stage Filtering capability at Ingress port, midlevel Filter and Egress port in an easy to use GUI	Please remove the clause for wider OEM participation.	No Change
49	Section VI: Qualification Criteria B. Original Equipment Manufacturer (OEM)'s Criteria, Point no. 5	5. The OEM of each category {(themselves or through its reseller(s)} should have regularly manufactured, supplied & installed (minimum 50% quantity of BoM in last five years) same or similar Category equipment(s) to any Central/State Government/ Govt. undertakings / UT's/ Autonomous Bodies in last five (5) years w.e.f 01/01/2017. Copies of relevant contracts to be submitted along with bid in	As majority of the purchase orders to OEM's come through business partners ,resellers only and not through clients directly ;providing end client contracts & successful completion report is not possible. Request ERNET to consider deceleration of such deployments (As per RFP ask) on OEM letter head clearly mentioning RFQ/RFP number, client name, client contact details, year of purchase, BOQ etc.	The Clause may be read as: The OEM of each category {(themselves or through its reseller(s)} should have regularly manufactured & supplied (minimum 50% quantity of BoM in last five years) same or similar Category equipment(s) and the same should be installed at any Central/State Government/ Govt. undertakings / UT's/

		support of having successfully completed the supply & installation of equipment.		Autonomous Bodies/Public Listed Companies through its authorised partner/SI/by itself, in India in last five (5) years w.e.f 01/01/2017. Copies of relevant documents in this regard be submitted to the satisfaction of ERNET India.
50	Section V : Technical Specifications 12. Networking Devices Type "D" (Optical Taps)		How many Tap Rack modules are required in each location, and which tap modules are required (8 or 24)?Please confirm	Section V : Technical Specifications 12. Networking Devices Type "D" (Optical Taps) Rack Mountable Chasis : Must have options to support minimum 24 Nos of LC TAPs per 1U Rack space and same should be fully populated to cater requirement of taping for 24 Full Duplex Links.

| 51 | Section II: Instructions to Bidders (ITB) 4.1.3 Classification of Procurement and purchase preference methodology | Under this tender, Procurement of Equipment(s) and services are not divisible in nature. This is an integrated work and objective of work is to setup equipment(s) at multiple remote locations and shall be connected with Data Center over Internet/MPLS to transfer the data which requires the work to be carried out as turnkey project & in a comprehensive manner wherein contractor is responsible for design, supply, installation, configuration, commissioning, training and also support and maintenance to ensure reliable functioning of envisaged project. As such work is clearly indivisible in nature and required to be carried out as a turnkey project consisting procurement and integration of networking, security and other hardware and software and thereafter support and maintenance of installed equipment(s). Hence bids will be evaluated on total bid price and Class-I local supplier will get purchase preference over Class-II local supplier as per following procedure: <br> a) Among all qualified bids, the lowest bid shall be termed as L-1. | We request ERNET to kindly put QCBS selection creteria in the bid. As this is a highly technical project for such a prestigious organization, technical weightage based procedure approved by government should be followed . This will help in choosing best availble product in the market. | No Change |

| | | If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.

b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase (20%) preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.

c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase (20%) preference matches the L-1 price, the contract will be awarded to the L-1 bidder.

d) No purchase preference will be given to Class-II local suppliers. | | |

52	Section VI: Qualification Criteria A. Bidder's Qualification Criteria, Point no. 6	6. In case, Bidder is MSE or Startup then such Bidder must have completed atleast one security project which includes successful supply & installation of Packet Aggregator and Network Traffic Metadata Generation System similar to BoM. Bidder shall provide supporting document relevant copies of the customer purchase orders, scope of work, deliverables, project value and satisfactory work completion certificate from client. Bidder shall also provide Name, Address, email and contact no. of organization whose Purchase orders are submitted by Bidder. Work order and its completion date/date(s) should be in between 01/01/2017 to till bid submission date.	We request ERNET to kindly amend this clause as " In case, Bidder is MSE or Startup then such Bidder/OEM must have completed atleast one security project which includes successful supply & installation of Packet Aggregator and Network Traffic Metadata Generation System similar to BoM." This will help in maximum participation.	The Clause may be read as : In case, Bidder is MSE or Startup then such Bidder must have completed atleast one project of Cyber security project/ IT networking project of Supply, Installation, Testing & Commissioning of Equipment(s) in these Projects Bidder shall provide supporting document relevant copies of the customer purchase orders, scope of work, deliverables, project value and satisfactory work completion certificate from client. Bidder shall also provide Name, Address, email and contact no. of organization whose Purchase orders are submitted by Bidder. Work order and its completion date/date(s) should be in between 01/01/2017 to till bid submission date.

| 53 | Section V: Technical Specifications 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: General Requirements | Systems should be maximum of 2U in size, 19inch rack mountable. | Request you to add FlowProbe supports 400Gbps ingest within a 1U 19inch rack mount form factor. The 1 U provides high density IPFIX metering capability, yielding a ten-fold packet processing increase over existing solutions. This provides unprecedented IPFIX metering performance per watt and performance per rack from a single 1U configuration. 1U Form Factor will save the Real Estate Cost- Rack Space, Power, Cooling Requirements. Easliy Manageable as small form factor. Also when Rack and Stack than TCO is less. For Examplw Power Draw – BTU / Watts / OPEX is around 29%-61% lesser. | No change |

54	Section V: Technical Specifications 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Performance Specifications	System should support Flow Generation throughput of 400Gbps and packet processing throughput of 596 Mpps (400x1.488) at line rate, considering minimum packet size of 64 Bytes.	We request you to change it to 800Gbps FlowProbe within a 1RU form factor than can further extend performance capabilties. 5G IS DRIVING FURTHER INVESTMENT IN CORE NETWORK SECURITY and also Network traffic continues to grow at dramatic rates driven by the multitude of connected devices and the increasing array of services, and ISP peering connections are at the epicenter of this traffic growth. Massive data flow from 5G and the Internet of Things & Industry 4.0 is driving explosive traffic growth and creating unprecedented bandwidth demand throughout the network and data center As 5G is rolled out globally, mobile carriers will benefit from significant revenue opportunities driven by growth in the mobile market, from better customer service to new 5G-enabled business models. However, the industry also recognises that 5G will dramatically raise the stakes for those who are tasked with ensuring the security and reliability of these networks. A recent report by the Business Performance Innovation (BPI) Network highlighted that 5G is driving current security investment in core network security products and DDoS protection. Carriers understand overwhelmingly the importance of upgrading and integrating scalable security solutions, as recent increases in traffic rates and connected devices has significantly expanded the scale of the attack landscape for cyber criminals. The foundation of an effective network security strategy at this scale is visibility, but the perspective from which defenders look at a network that is hauling petabytes of traffic is different to that of someone	No change

who has for example 1Gbps traffic to process. Adding another layer of complexity at carrier scale is that the network will typically be spilt over multiple global locations, be a combination of core and edge networks and contain both legacy and new equipment.

SCALING NETWORK VISIBILITY WITH NETOFLOW SECURITY MONITORING

Network visibility at this level requires a hardware solution that can be deployed at multi-100Gbps i.e 800G in 1U Form Factor and that can scale as the network expands. Universally, flow analysis tools like NetFlow probes and sensors are the most commonly deployed network security monitoring solutions, initially developed for enterprise-level security they also sometimes find themselves in the infrastructure of telecommunication, ISP and carrier networks. However, they are simply not fit for purpose and cannot handle the sheer amount of traffic at that scale and provide accurate network flow monitoring.

56	Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: Performance Specifications		Request you to add - Enhances records with BGP, SSL, DNS, SIP, HTTP host and HTTP URI Seamlessly fuse L7 protocols including HTTP, SSL, SIP, DNS and TCP session timing information before delivery to SecOps and digital forensics teams providing accurate, real-time intelligence for comprehensive cyber threat investigations. Up/down link flows are stitched together into one record for effective downstream analysis and data volume reduction.	Not Accepted
57	Additional recomended specification by prospective bidder		Automatically detects and detunnels MPLS, IP-in-IP, GRE & GTP. Automatically detect tunnelled traffic (GRE, GTP, MPLS and IP-in-IP) providing visibility of encapsulated traffic to further enhance visibility and protection over your network, reducing the opportunity for cyber threats to hide and further increasing threat detection.	Not Accepted
58	Additional recomended specification by prospective bidder		Uses fingerprinting standard HASSH to identify specific client and server SSH implementations. HASSH enables an additional layer of intelligence.	Not Accepted
59	Additional recomended specification by prospective bidder		Peak power draw does not exceed 550w per 1U appliance. World leading performance and throughput with minimalised power draw.	Not Accepted
60	Additional recomended specification by		Since the Integration with 3rd party links to be done by bidder. Please clarify the acceptance will not be impacted for issues of 3rd party links.	Not Accepted

	prospective bidder			
61	Additional recomended specification by prospective bidder		Bidders are not responsible for links supply however how they can be responsible for repeat configuration of links. This point needs to be relooked into	Not Accepted
62	Additional recomended specification by prospective bidder		SOW regarding certification of Ernet Professionals to be deleted from scope as bidders cant be held responsible for certification of OEM for ERNET official	Not Accepted
63	Section II: Instructions to Bidders (ITB) 12.1.1 Right to Vary Quantities	During the Contract period, ERNET India reserves the right to increase or decrease the quantity of Equipment originally stipulated in Section IV: Bill of Material, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, provided this increase/ decrease shall not exceed 25 (twenty-five) percent of stipulated quantities. In case of increase of quantity, ERNET India will give reasonable notice and sufficient delivery & commissioning period.	The prices are dependant on Taxes, Duties (including Custom Duty), Levies, USD-INR exchange rate, OEM List Price, OEM Discounts etc. These factors are not within bidder's control and hence the bidder requests ERNET to allow for price revision for subsequent additional quantities after 1st PO is released. The prices for additional quantity after the 1st PO can be discussed and mutually agreed between ERNET and bidder.	No Change

64	Section III: General Conditions of Contract(GCC) 6.3 Warranty and Maintenance	1) The Equipment supplied and services rendered by the Contractor shall be in accordance with the tender specifications & quality. The Equipment(s) shall carry onsite Comprehensive Warranty for Three (3) year. The warranty period shall start from the date of successful commissioning by contractor and acceptance by ERNET India for each site. 2) Warranty for those equipment(s) which will be delivered at Location -18 will start from the date of verification and successful power on test.	Both these clauses are contradictory as one mentions warranty to start after commissioning & acceptance while other clause mentions warranty to start from power-on test. Kindly request ERNET to keep a uniform warranty clause.	No Change
65	Section III: General Conditions of Contract(GCC) 8.2 Insurance	The Bidder shall also arrange to get equipment insured to cover loss/damage due to theft, burglary, fire, or any natural disaster for the period till 60 days after successful acceptance as defined in terms of delivery in this tender document. Bidder shall be required to extend the insurance period in case, there is delay in commissioning & acceptance of project. The insurance shall not be for an amount less than 100 percent of the value of the equipment as mentioned in the Contract.	The bidder can seek insurance coverage till the equipment is physically delivered till ERNET's designated premise. Post physical delivery of equipments, they are not within bidder's control and ERNET will need to seek insurance coverage under their name. Kindly request ERNET to revise this clause till delivery of equipment.	It is clarified that as requirement of insurance is mandated by end user , therefore insurance of all the supplied equipments at all the sites is required for the period of upto 60 days after the successful acceptance is mandatory. Post acceptance of equipments , insurance need to be assigned in favour of ERNET India

		Bidder may include cost of insurance in the unit price of equipment(s) quoted in the price bid.		
66	Section III: General Conditions of Contract(GCC) 9.6 Extension of Delivery Period and Liquidated Damages	2) Liquidated Damages (LD) for delayed delivery of equipment: If the Contractor fails to complete delivery, installation, testing, commissioning, training, acceptance etc. of equipment(s) as per timelines specified in the contract, then in such a case ERNET India would be entitled to impose the Liquidated Damages for the delay @ 1% of the value of total equipment(s) at non-commissioned sites per week or part of the week of delayed period. Liquidated Damages shall not exceed 10% of the total contract value. In case, delay beyond 10 weeks, ERNET India may initiate termination for default and take remedial action(s) accordingly as per GCC Clause 12.1.	We presume that the 10 week period mentioned in this clause will start after the project timline of 60 days mentioned in the RFP by ERNET. Please confirm whether our understanding is correct or not. We request you to kindly amend this clause as: Liquidated Damages (LD) for delayed delivery of equipment: If the Contractor fails to complete delivery, installation, testing, commissioning, training, acceptance etc. of equipment(s) as per timelines specified in the contract, then in such a case ERNET India would be entitled to impose the Liquidated Damages for the delay @ 0.5% of the value of total equipment(s) at non-commissioned sites per week or part of the week of delayed period. Liquidated Damages shall not exceed 5% of the total contract value. In case, delay beyond 10 weeks, ERNET India may initiate termination for default and take remedial action(s) accordingly as per GCC Clause 12.1.	No Change

67	Section III: General Conditions of Contract(GCC) 10 Prices and Payments Terms: 5. The payment terms are:	Complete Delivery , Installation, Commissioning and acceptance per site: - 85% value of contract price pertaining to equipment(s) at individual site	Kindly request ERNET to revise the payment terms as per industry standards defined below: - Delivery - 75% - Installation & Commissioning - 10% We request you to kindly amend the payment terms as: Stage of Scope of Work: Complete Delivery Payment percentage (%): 85% value of contract price pertaining to equipment(s) at individual site Stage of Scope of Work: Installation, Commissioning and acceptance per site Payment percentage (%): 15% value of contract price pertaining to Installation, Commissioning and acceptance per site	No Change	
68	Section III: General Conditions of Contract(GCC) 6.3 Warranty and Maintenance 13) Penalty:	In case of Data Transfer gets interrupted, due to fault at Remote Site in equipment (s))/ or for any other reasons attributable to supplied equipment(s) and services under warranty, Penalty @ 0.25 % of total equipment(s) value per site per day or part thereof will be deducted beyond permissible limits. In case of equipment faults persist for more than 72 hours, Penalty @ 0.5 % of total equipment value per site per day or part thereof the day will be deducted. In case, any site goes down more for than fifteen (15)	We request ERNET to Cap maximum SLA penalty to 5% of total equipment value per site over the contract period. What does ERNET mean by Data transfer ? What is the permissible limit beyond which penalty will be applied ? Please confirm that the penalty of 0.25% is applicable only on the value of the failed equipment per site per day Also, what is the maximum capping on the penalty ?	No Change, Self Explanatory	

		days, ERNET India may initiate termination for default and take remedial action(s) accordingly as per GCC Clause 12.1. Penalties will be deducted from due payment/performance securities.		
69	Section III: General Conditions of Contract(GCC) 12.1.5 Limitation of Liability	Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the ERNET India, whether under the contract, in tort or otherwise, shall not exceed the total Contract value, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the ERNET India concerning IPR infringement.	To make the contract feasible and commercially viable pls make the below change in Limitation of Liability clause. The maximum aggregate liability of each party under this proposal for any claim or series of claims regardless of the form of claim, damage and legal theory shall not exceed the Annual Contract Value. Neither party shall be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damage.	No Change

| 70 | Section III: General Conditions of Contract(GCC) 9.7 Force Majeure: | 1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Equipment(s) and services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by ERNET India in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above remains in force for 90 days or more at any time, then in such a case either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 | In case of any delay in performance of the scope of work, due to Force Majeure event, the timeline for such work shall automatically get extended for such period, affected due to Force Majeure event. | Section-III, Point no 13 of 6.3 The Clause may be read as : Penalty: In case of Data Transfer gets interrupted, due to fault at Remote Site in equipment (s))/ or for any other reasons attributable to supplied equipment(s) and services **(excluding force majeure)** under warranty, Penalty @ 0.25 % of total equipment(s) value per site per day or part thereof will be deducted beyond permissible limits. In case of equipment faults persist for more than 72 hours, Penalty @ 0.5 % of total equipment value per site per day or part thereof the day will be deducted. In case, any site goes down more for than fifteen (15) days, ERNET India may initiate termination for default and take remedial action(s) accordingly as per GCC Clause 12.1. Penalties will be deducted from due payment/performance securities. |

		days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.		
71	Section III: General Conditions of Contract(GCC) 6.1 The Scope of work Point 8:	8) Since the project is to be implemented in a secured environment, all the updates/patches of the devices and software solutions should be able to update without direct connectivity to Internet. The updates/patches files shall be able to download in an independent system; which in-turn can carry out the update/patching etc. through periodic & on-demand Pull/Push mechanism.	Requesting ERNET to please clarify the following : a. Internet Connectivity for Independent system will be provided by customer. b. Maintenance, Upkeeping of Independent system will be done by customer. c. Connectivity of Independent system with the equipments provided as part of this BID (for patch management) will be provided by customer. d. Mechanism for application of patches will be worked on after mutual discussion with customer and Bidder. e . Assuming Ernet will provide the 'independent system' at central location with Internet connnectivity.Kindly confirm.	Self explanatory, No Change

72	Section III: General Conditions of Contract(GCC) 6.1 The Scope of work 10) Acceptance Testing (AT): Point d:	d. Contractor will carry out Vulnerability assessment (VA) and Penetration Testing (PT) using certified tool through a Third-party certified agency (CERT-IN empanelled Security auditors) before acceptance.	Requesting Customer to please clarify the following: a. Detailed scope of Vulnerability assessment. b. Penetration testing is done to verify the security loophopes visible on Internet which could be exploited by attackers/hackers to gain unauthorised access to system , however as per RFP Internet access will not be given to the equipments (to be provided as part of BID) , hence kindly clarify what will be the scope of Penetration testing or if found irrelevent kindly remove this clause. c. How the access for Conducting VA & PT by Third Party will be provided. c. VA & PT will be done only for equipment/components (Except accessories) provided as part of BID. d. Kindly confirm how the VA & PT is done , is it required for all sites individually or on sampling basis . If done on sampling basis then what will be the sample size. e. Since there is No mention of any cost item in financial Bid with respect to VA&PT services , hence it is understood that complete Cost of 3rd Party (Cert empanelled) will be borne by customer. Will ERNET provide the tools for VA and PT or these have to be provisioned by bidder.	Self explanatory, No Change
73	Section III: General Conditions of Contract(GCC) 6.3 Warranty and Maintenance Point 3):	3) Obligations of the contractor under the warranty clause will remain valid for all the sites installed, accepted and paid-for; even though the contract is terminated for any reason whatsoever.	In case of termination of contract, the payment against warranty will be paid by ERNET, please clarify.	No Change

| 74 | Section III: General Conditions of Contract(GCC) 6.3 Warranty and Maintenance 11) Manpower for maintenance: | Contractor will deploy two resident engineers during business hours (09.00 am to 06.00 pm) from Mon to Saturday (i.e 6 days a week) at specified location i.e Bengaluru and/or Delhi from the date of acceptance of sites. The Deployed manpower must have B.Tech/MCA degree with CCNA/JNCIA or equivalent certifications and minimum experience of three years on subject matter (i.e on installed hardware). The Resident Engineer as asked in the tender should be on direct muster-roll (pay-roll) of the Contractor. Compliance with relevant applicable laws including but not limited to provident fund, ESI etc. needs to be ensured by the contractor. An undertaking to this effect should be submitted by the Contractor. The roles and responsibilities of manpower is to monitor, manage, configure/re-configure the IPSec tunnels/supplied hardware etc. procured under the project's scope including the monthly / weekly reports or any other project related work assigned by ERNET India. Payment for manpower will be made based on | How many days of casual leave will be provided by ERNET ? Will providing a standby resource counted as present ? | Clarified: Leave policy of the bidder with regard to category of manpower to be deployed be informed at the time of submission of bid. However, bidder need to ensure that at-least one of the Resident Engineer (Manpower) is on duty during the contract and both should not be given leave at the same point of time. |

		the number of days of actual attendance. In addition, Penalty @ Rs. 2000/- per day will be imposed on each day absence of each manpower.		
75	Section V: Technical Specifications 29. Resident Engineer -1 (Manpower at Delhi.)	• The manpower must have B.Tech /MCA degree with CCNA/JNCIA or equivalent certifications and an experience of three years on subject matter (i.e. on installed hardware). • The Resident Engineer as asked in the tender should be on direct muster-roll (pay-roll) of the Bidder. Compliance with relevant applicable laws including but not limited to provident fund, ESI etc. needs to be ensured. An undertaking to this effect should be submitted by the Bidder. • The roles and responsibilities of manpower is to monitor, manage, configure / re-configure the IPsec tunnels/ supplied hardware etc.	Since this will be change of location from Delhi to Bengalurur for the engineer, bidder may have to replace and provide equivalent new engineer at Bengaluru for which we will require minimum 90 days prior notification from ERNET. Please confirm.	ERNET India will inform change in location of manpower 45 days in advance.

		procured under the project's scope including the monthly / weekly reports or any other project related work assigned by ERNET India. This manpower can be transferred to Bengaluru as per project requirement.		
76	Section III: General Conditions of Contract(GCC) 9.4 Terms of Delivery installation, commissioning Point 5:	5. Contractor shall complete the delivery, installation, testing and commissioning of all the equipment(s) at all sites within 60 days from the date of issuance of Contract.	60 days for end to end implementation is too less. The timelines for Installation, Testing and Comissioning of equipments shuld be 90 days post material delivery at site. As you are aware of the global shortage of semiconductor in the market, affecting the delivery and installation of multiple products. Hence, we request you to kindly amend this clause as: Contractor shall complete the delivery, installation, testing and commissioning of all the equipment(s) at all sites within 180 days from the date of issuance of Contract. Considering Global Semiconductor issue ,all OEM are having delivery timeline of 36 to 40 Weeks.Request to increase the timeline to 40 Weeks.	No Change
77	Section VI: Qualification Criteria A. Bidder's Qualification Criteria	1. The Bidder must have valid ISO 27001 Certificate. Bidder shall submit the valid documents.	We request to amend clause -The bidder or any of its group companies delivering the IT services must have valid ISO 27001 Certificate. or we request ERNET to remove this clause.	No Change

	Point 1:			
78	Section VI: Qualification Criteria A. Bidder's Qualification Criteria Point 7:	7. Bidder must have at least 30 professionals (B.E/B. Tech/MCA) on its own payroll in the ICT domains, IT Security and networking system who have prior experience in providing ICT and IT security & networking service. Self-Certification by the authorized signatory and HR department with clear declaration of total number of professionals and their profiles with valid OEM certification details.	We request you to consider the following modification "Self-Certification by the authorized signatory / HR department with clear declaration of total number of professionals ~~and their profiles with valid OEM certification details."~~	The clause is modified and may be read as : Bidder must have at least 30 professionals (B.E/B. Tech/MCA) on its own payroll in the ICT domains, IT Security and networking system who have prior experience in providing ICT and IT security & networking service. Self-Certification by the authorized signatory and HR department with clear declaration of requisite number of professionals possessing above mentioned qualifications.
79	Section VI: Qualification Criteria A. Bidder's Qualification Criteria Point 8:	8. Bidder should have its own office at following regions of India: i. Western Region (Rajasthan, Gujrat, Maharashtra, Goa) ii. Southern Region (Tamilnadu, Karnataka, Kerela, Andhra Pradesh, Telangana) iii. Delhi NCR Region An undertaking to this effect must be submitted by Bidder	Request to consider only one office in each region for meeting this criteria. To ensure maximum participation, we request you to kindly amend this clause as: In case bidder does not have office in any region, bidder should give undertaking to open office in that region within 45 Working days from the date of award of work order.	Clarified at Serial no 2

		along with details of office address of each location. Detail shall contain, Office address, Contact no. email ID, Office incharge etc.		
80	Section VI: Qualification Criteria A. Bidder's Qualification Criteria Point 11:	11. Malicious Code Certificate: Bidder and its OEMs should upload following certificate in the bid:- a) 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 :- i. Inhibit the desires and designed function of the equipment. ii. Cause physical damage to the user or equipment during the exploitation. iii. Tap information resident or transient in the equipment/network.	We understand a bidder's undertaking complying this criteria will suffice.	No Change
81	Bidding Forms Form8: Integrity Pact		Integrity Pact(IP) , We have to submit on plain paper . Kindly confirm.	Yes on Plain paper
82	Section III: General Conditions of Contract(GCC) 6.1 The Scope of work Point 2:	2) Equipment(s) installation, commissioning is the responsibility of the Contractor and OEM. The respective OEM engineers must actively	Since multiple locations and various OEMs may involved, requesting to change the clause to "OEM support from Central location or with remote session" as per requirement.	No Change

		participate in the installation & commissioning along with the Contractor, for which necessary back-to-back arrangements are to be ensured. During maintenance phase, onsite support from OEM is responsibility of Contractor.		
83	Section III: General Conditions of Contract(GCC) 6.1 The Scope of work Point 3:	3) Contractor is required to configure/reconfigure/migrate IPsec tunnels whenever Primary (Main) Data Centre and Disaster Recovery sites are commissioned.	Assuming such activies will be part of Day 2 Operation Support , Kindly confirm.	Clause is self explanatory.
84	Section III: General Conditions of Contract(GCC) 6.1 The Scope of work Point 6:	6) Contractor shall also provide hands-on training to a team of 10 officials nominated by ERNET India on the proposed solutions for five (5) working days. The Schedule and venue of training shall be at New Delhi or any other location decided by ERNET India.	We assume Training Venue (Training Room with Projector, PCs/laptop , Internet etc) will be provided by client (ERNET).	Clause is self explanatory.
85	Section III: General Conditions of Contract(GCC) 6.1 The Scope of work Point 7:	7) Contractor Shall also provide Professional level certifications (CCNP/JNCIP or equivalent) in networking by OEM for 10 officials nominated by ERNET India.	The Required Training will be conducted by OEM ATP (Authorised Training Partner) as OEM do not deliver this training directly in classroom mode. CCNP or JNCIP (Professional Level certification) exists for 3 Tracks: Networking, Security & DataCentre. Kindly confirm which TRACK (N/w, security, DC) We need to consider in scope of work	Clause is self explanatory.
86	Section III: General Conditions of Contract(GCC) 6.1 The Scope of work Point 9:	9) Contractor shall perform Site Survey at its own cost before installation.	(i) Will the site survey be performed after Bidder Finalization? If no. then every bidder may bid different qty. in BOQ which can further lead to deviation in Commercials. (ii) Ernet needs to provide necessary access for the Site survey and respective locations.	Clause is self explanatory.

87	Section III: General Conditions of Contract(GCC) 6.1 The Scope of work Point 9 a:	a. Quantity and Type of SFP/QSFP specified in BoM and BoQ are on preliminary estimation basis. Actual quantities required to be delivered and installed may vary on lower/higher side as per project requirement at each site. Contractor will inform ERNET India for actual requirements of SFP/QSFP at each site. Only In case quantities specified for any of the site vary on a higher side then contractor shall proceed with the installation & commissioning at such site for equipment(s) as per requirements after obtaining due approvals from ERNET India. Contractor must note that the payment of SFP/QSFP will be made for only duly approved number of SFP/QSFP per site after due verification of same by ERNET India during acceptance testing. SFP/QSFP Payment will be made as per actual utilisation. Further, spare SPF/QSFP shall be handed over to Central Location (Location no. 18) after implementation of project.	(i) Need Clarfication , in case the qty estimated in RFP is lower and during Site survey additonal SFPs would require then will it be separate PO? Or the PO will be released after Site Survey only? (ii) Can Contractor use spare SFP at one Site to another Site which received lesser qty. ? (iii) If yes, then who will manage the shipment of SFPs from one location to another location (which could be a diffrent state).	Clause is self explanatory.
88	Section III: General Conditions of Contract(GCC) 6.1 The Scope of work	b. Contractor is responsible for extension of power from Main power supply connectivity wherever Rack/Enclosure is	(i) This actvity can lead to delay in project, Requesting ernet to remove this clause. (ii) If cable tray required for such setup, will the Remote Site allow existing overhead cable tray or	No Change

	Point 9 b:	required and provisioned by contractor.	Contracter needs to arrange it?	
89	Section V: Technical Specifications 11. Full Duplex 24 (LC/LC) Fiber Rack Mount LIU with all Accessories and LC to LC type MPO connectors		Request to kindly clarify that LIU require with LC Type Pigtails 1 meter length and LC-LC Patch cord 3 meter.	Only required LC-LC patch panel with LC connector which shall support MPO
90	Section III: General Conditions of Contract(GCC) 5.5 Indemnities for breach of IPR Rights or from other issues Point 1):	1) the contractor shall indemnify and hold harmless, free of costs, the ERNET India and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Equipment provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:	Please note that Bidder is an authorized reseller of OEM products. Hence, all Indemnities in respect of products/equipment supplied will be as per OEM terms and conditions and Bidder will pass on the same "as-is" to the Buyer. Please confirm your understanding of this.	No Change

		a) any design, data, drawing, specification, or other documents or Equipment provided or designed by the contractor for or on behalf of the ERNET India. b) The installation of the Equipment by the contractor or the use of the Equipment at the ERNET India's / CERT-In/ other end user Sites.		
91	Section III: General Conditions of Contract(GCC) 5.6.1 IPR Rights	All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the ERNET India/ CERT-In and must not be shared with third parties or reproduced, whether in whole or part, without the ERNET India/ CERT-In's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the ERNET India/ CERT-In, together with a detailed inventory thereof.	IPR rights in all Deliverables will belong to the Bidder or the OEM as the case may be, considering the nature of the scope of work. These services are provided to various other clients and not exclusive to the Buyer and hence, Bidder cannot assign any IPR in respect of the Deliverables or the scope herein. Please confirm our understanding of this.	No Change

92	Section III: General Conditions of Contract(GCC) 5.6.3 Obligations of the contractor Point 2):	2) The contractor shall treat and mark all information as confidential and shall not, without the written consent of the ERNET India/ CERT-In, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.	Contractor will treat information as Confidential, but please appreciate that it is not possible to mark all Information as "Confidential". Please accept our request.	No Change

93	Section III: General Conditions of Contract(GCC) 12.1.1 Defaults and Breach of Contract	In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the ERNET India's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia: 1) Default in Performance and Obligations: if the contractor fails to deliver any or all of the Equipment and services or fails to perform any other contractual obligations (obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the ERNET India. 2) Insolvency: If the contractor shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any	We request that notice for termination for default shall be 30 days and upon failure of the contractor to cure or remedy the default, the contract shall stand terminated. Also, please confirm that termination shall not affect the rights of payment in respect of work rendered successfully as per the scope of work, till the date of termination.	No Change

| | | conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment, or
3) Liquidation: if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager. | | |

94	Section V: Technical Specifications 27. Servers 'Server Device Type 'J''	* Storage: 12+ nos. x 18+ TB Enterprise Drives (Each HDD spec: SAS 12+ Gb/s, 7200+ RPM, 256+ MB Cache, 3.5")	Query:Please clarify 256MB cache asked is the cache of each HDD or this is for RAID controller card Suggestion: We request to remove the cache memory and keep the point on drive specifications i.e. capacity & RPM Justification: Drive Capacity, Drive Type & RPM are industry standard practices and will help better participation.	Clarification: 256+MB Cache is of each HDD is required
95	Section V: Technical Specifications 27. Servers 'Server Device Type 'J''	Total write speed after RAID 6 with 12+ HDD: 1+ GB/sec	Query:how are you going to measure/ validate this ? We also request you to please share more details like Block Size, Random & Sequential Read/ Write ratio so that we can validate this from our side as well. Suggestion:We request to remove this point and keep the point on drive specifications i.e. capacity & RPM Justification: Drive Capacity, Drive Type & RPM are industry standard practices and will help better participation. Moreover most of the leading Server OEM's don't have these details on public document hence this will become difficult to validate. Pls specify how are you going to measure/ validate this ? We also request you to please share more	Clarification: The provided speeds are for sequential read and write operations with block size of 64KB. For random write with block size 4KB and IO Depth 64, IOPS = 2000+

			details like Block Size, Random & Sequential Read/ Write ratio so that we can validate this from our side as well. We request to remove this point and keep the point on drive specifications i.e. capacity & RPM.	
96	Section V: Technical Specifications 27. Servers 'Server Device Type 'J''	Total read speed after RAID 6 with 12+ HDD: 2+ GB/sec	Query: how are you going to measure/ validate this ? We also request you to please share more details like Block Size, Random & Sequential Read/ Write ratio so that we can validate this from our side as well. Suggestion: We request to remove this point and keep the point on drive specifications i.e. capacity & RPM Justification: Drive Capacity, Drive Type & RPM are industry standard practices and will help better participation. Moreover most of the leading Server OEM's don't have these details on public document hence this will become difficult to validate. Pls specify how are you going to measure/ validate this ? We also request you to please share more details like Block Size, Random & Sequential Read/ Write ratio so that we can validate this from our side as well. We request to remove this point and keep the point on drive specifications i.e. capacity & RPM.	Clarification: The provided speeds are for sequential read and write operations with block size of 64KB. For random read with block size 4KB and IO Depth 64 , IOPS = 6000+

97	Section III: General Conditions of Contract(GCC) 5.4 Assignment and Sub-contracting Point 1):	1) All the manpower to be deployed in project for delivery, installation, testing & commissioning and resident engineer, technical support and maintenance including onsite support should be on the payroll of the bidder/Contractor or OEM equipment offered. Outsourcing of manpower will not be allowed.	ERNET should allow subcontracting of work by the contractor to its partners.	No Change
98	Section II: Instructions to Bidders (ITB) 4.2.2 Support to Start-ups	Relaxation in Prior Turnover: Relaxation in the prior turnover for start-up enterprises (subject to meeting of quality & technical specifications) has been provided. However, Start-ups must fulfill the prior experience Criteria as defined under Section-IV – Qualification Criteria.	As per OM No. F.20/2/2014-PPD(Pt) MoF, there is relaxation of prior experience and turnover criteria. Pls refer : https://dpe.gov.in/sites/default/files/R-86.pdf Hence we kindly request you to provide relaxation to OEMs in prior experience and also turnover.	No Change
99	Section V: Technical Specifications 1. Networking Devices Type 'A' (Network Traffic Metadata Generation System) Description: General Requirements	Operating Specifications: i. Operating Temperature : -10 to +60 °C (+14 °F to +140 °F) ii. Operating Humidity : 10% to 95% relative, non-condensing	Since this would be located in a temperature controlled environment, it would be better to have Operating Temperature range of 0 °C to +60 °C and Operating Humidity of 10% to 90%. Most standard systems are designed for this requirement. Would request the change in these specifications to meet standard system operating specifications.	No Change
100	Additional recomended specification by prospective bidder	ospf,bgp,mpls,rsvp,ldp,l3vpn,l2vpn,mvpn,mpls-frr,mpls-te	We do not understand why all these routing protocols are required from functional perspective. It may unnecessarily inflate the cost of the solution. Why would BGP be required in this solution ? Same with some of the MPLS protocols also listed.	No Change

101	Section-III 8.2 Insurance	The Bidder shall also arrange to get equipment insured to cover loss/damage due to theft, burglary, fire, or any natural disaster for the period till 60 days after successful acceptance as defined in terms of delivery in this tender document. Bidder shall be required to extend the insurance period in case, there is delay in commissioning & acceptance of project. The insurance shall not be for an amount less than 100 percent of the value of the equipment as mentioned in the Contract. Bidder may include cost of insurance in the unit price of equipment(s) quoted in the price bid.	We assume the insurance will be extended for 2 months after the acceptance. Please clarify	It is clarified that as requirement of insurance is mandated by end user , therefore insurance of all the supplied equipments at all the sites is required for the period of upto 60 days after the successful acceptance is mandatory. Post acceptance of equipments , insurance need to be assigned in favour of ERNET India

102	Section VI (Qualification Criteria)	Bidder (MSE and Startup are exempted from these experience criteria) should have experience of successful implementation of similar project(s) in Central/State Government/ Govt. undertakings/ UT's/Autonomous Bodies in India as: Single order of Rs. 14.5 Crore; OR Two orders each having minimum of Rs. 9.10 Crore or more; OR Three orders each having minimum of Rs. 7.20 Crore or more Similar project: - Supply, Installation, Testing & Commissioning of Equipment(s) Cyber Security Projects. Further atleast one project should include installation of Packet Aggregator and Network Traffic Metadata Generation System similar to BoM Bidder shall provide supporting document relevant copies of the customer purchase orders, scope of work, deliverables, project value and	The major scope of the tender is delivery, installation, testing, commissioning & acceptance of the equipment(s) along with support and maintenance, therefore bidder should have implementation experience of security solution / equipment . Therefore, we request you to kindly change the clause as per below. "Bidder/OEM (MSE and Startup are exempted from these experience criteria) should have experience of successful implementation of similar project(s) in Central/State Government/ Govt. undertakings/ UT's/Autonomous Bodies in India as: Single order of Rs. 14.5 Crore; OR Two orders each having minimum of Rs. 9.10 Crore or more; OR Three orders each having minimum of Rs. 7.20 Crore or more Similar project: - Supply, Installation, Testing & Commissioning of Equipment(s) IT Projects inclusive of security solutions. OEM experience shall be considered for Packet Aggregator and Network Traffic Metadata Generations system. Bidder/OEM shall provide supporting document relevant copies of the customer purchase orders, scope of work, deliverables, project value and satisfactory work completion certificate from client. Bidder shall also provide Name, Address, email and contact no. of organization whose Purchase orders are submitted by Bidder. Work order and its completion date/date(s) should be in between 01/01/2017 to till bid submission date."	Clarified at Serial no 1

		satisfactory work completion certificate from client. Bidder shall also provide Name, Address, email and contact no. of organization whose Purchase orders are submitted by Bidder. Work order and its completion date/date(s) should be in between 01/01/2017 to till bid submission date.		
103	, Section III: General Conditions of Contract(GCC),10.5 b	Payment terms for stage of scope of work: 85% value of contract price pertaining to equipment(s) at individual site for Complete Delivery, Installation, Commissioning and acceptance per site	It is requested that "50% payment equivalent to value of contract price pertaining to equipment(s) at individual site shall be done on delivery of equipment and 35% shall be done on Installation, Commissioning and acceptance per site"	No Change
104	Section III: General Conditions of Contract(GCC),6.3.11	Payment for manpower will be made based on the number of days of actual attendance. In addition, Penalty @ Rs. 2000/-	As per the clause, Payment for manpower will be based on the number of days of actual attendance hence it is requested to remove penalty clause (Rs 2000/- per day per manpower).	No Change

		per day will be imposed on each day absence of each manpower.		
105	Section VI - Clause A(6)	In case, Bidder is MSE or Startup then such Bidder must have completed atleast one security project which includes successful supply & installation of Packet Aggregator and Network Traffic Metadata Generation System similar to BoM.	we would like to make the submission that we have executed various projects in network & security for private / corporate sector but none for government sector. We manage our own datacenter located in Hyderabad with state of art UTM devices from sophos & fortinet	Clarified at Serial no 1
106	Section VI -Clause A(7)	Bidder must have at least 30 professionals (B.E/B. Tech/MCA) on its own payroll in the ICT domains, IT Security and networking system who have prior experience in providing ICT and IT security & networking service.	Required onroll strength of employees seems very high for a smaller organization to maintain and thus should be done away with. We are a small team of IT professionals with networked associates across sectors who work with us like a close knit team whenever required	No Change
107	Section VI -Clause A(8)	Bidder should have its own office at following regions of India: i. Western Region (Rajasthan, Gujrat, Maharashtra, Goa) ii. Southern Region (Tamilnadu, Karnataka, Kerela, Andhra Pradesh, Telangana) iii. Delhi NCR Region	we currently maintain offices in Mumbai, Noida, Lucknow & Hyderabad. The number of locations asked in tender seem to be specifically favoring a particular vendor. Kindly help resolve it accordingly	Clarified at Serial no 1

| 108 | Section-II, Clause 4 | ERNET India reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

a) Class I Local Suppliers under Public Procurement [Preference to Make in India (MII)] Order 2017" of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
b) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
c) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications; | | This Clause may be Read as: ERNET India reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

a) Class I Local Suppliers under Public Procurement [Preference to Make in India (MII)] Order 2017" of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
b) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
c) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications;
d) Letter no W-43/4/2019-IPHW-Meity dated 07.09.2020 issued by IPHW Division MeitY. |

109	Section-VI Clause B(1)	OEMs whose products have been offered in the bid shall have Technical Assistance Centre (TAC) in India and shall have Toll Free Number for TAC to support the equipment. OEM(s) should have direct presence with their own office in India manned with OEM trained and certified engineers for minimum of last three (3) years. Relevant documentary proof should be submitted. Last three years shall start w.e.f 01/04/2019.		OEMs/OEM's Authorise Partner whose products have been offered in the bid shall have Technical Assistance Centre (TAC) in India and shall have dedicated/Toll Free Number for TAC to support the equipment. OEM(s)/OEM's Authorise Partner should have direct presence with their own office in India manned with OEM trained and certified engineers for minimum of last three (3) years. Relevant documentary proof should be submitted. Last three years shall start w.e.f 01/04/2019.
110	Section-II, Clause 4.2.1	**Relaxation in Prior Turnover:** Relaxation in the prior turnover for MSEs (subject to meeting of quality & technical specifications) has been provided. However, MSEs must fulfill the prior experience Criteria as defined under Section-IV – Qualification Criteria. Further in respect of splitting of work for MSEs, as project is not divisible in nature so MSEs shall be awarded 100% work (i.e entire contract) if they fall in purchase preference of L-1+15% subject to matching the L-1 price.		**Relaxation in Prior Turnover:** Relaxation in the prior turnover for MSEs (subject to meeting of quality & technical specifications) has been provided. However, MSEs must fulfil the prior experience Criteria as defined under Section-IV – Qualification Criteria. Further in respect of splitting of work for MSEs, as project is not divisible in nature so MSEs shall be awarded 100% work (i.e entire contract) if they fall in purchase preference of L-1+15% subject to matching the

				L-1 price. However, this purchase preference will be applicable only for those MSEs who are manufacturer of the all offered products. Supporting Document in respect of equipment(s) manufacturing shall be submitted.
111	Clause no 1 at page no.2 of Bid Document of GeM Portal.	If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		Tender Document Clause no 4.2.1 in Section-II, Clause no A (3,4,5,6) in Section VI and B(2) will supersede Clause no 1 at page no.2 of Bid Document of GeM Portal.
112	Clause no 2 at page no.2 of Bid Document of GeM Portal.	If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM		Tender Document Clause no 4.2.2 in Section-II, Clause no A (3,4,5,6) in Section VI and B(2) will supersede Clause no 2 at page no.2 of Bid Document of GeM Portal.

		Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.		
113	Clause no 3 at page no.2 of Bid Document of GeM Portal.	The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.		Tender Document Clause no A (3) in Section VI will supersede Clause no 3 at page no.2 of Bid Document of GeM Portal.

| 114 | Clause no 4 at page no.2 of Bid Document of GeM Portal. | Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to | | Tender Document Clause no 4.1, 4.1.1,4.1.2,4.1.3,4.1.4 & 4.1.5 in Section-II will supersedes Clause no 4 at page no.2 of Bid Document of GeM Portal. However, ERNET India will give purchase preference to Micro and Small Enterprises (MSE) (only if MSE bidder is manufacturer of all offered equipment(s) in the bid) over Class-I/Class-II local Suppliers. |

		Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.		

| 115 | Clause no 5 at page no.3 of Bid Document of GeM Portal. | Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for | | Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity |

		100% (selected by Buyer) percentage of total quantity		
116	Clause no 6 at page no.3 of Bid Document of GeM Portal.	Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value		Tender Document Clause no B (3) in Section VI will supersede Clause no 6 at page no.3 of Bid Document of GeM Portal.

		should meet this criterion.		