

GOVERNMENT OF INDIA
Ministry of Housing & Urban Affairs
DELHI DEVELOPMENT AUTHORITY
New Delhi

National Competitive Bidding (NCB)

APPOINTMENT OF AN ICT AGENCY for Establishing Managed Network
infrastructure (Wired and Wi-Fi) and Operations and Maintenance
Services in Delhi Development Authority.

Request for Qualification
Cum Request for Proposal

December 2019

DELHI DEVELOPMENT AUTHORITY
NOTICE INVITING Tender for Managed Network infrastructure (Wired and Wi-Fi) and Operations and Maintenance Service

Section 1: Disclaimer

1. This RFP document is neither an agreement nor an offer by Delhi Development Authority, Government of India (hereinafter referred to as DDA) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. DDA does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DDA to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by DDA in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. DDA will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DDA or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. DDA will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements in this RFP.
4. DDA will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DDA is bound to select an Applicant or to appoint the Selected Applicant, as the case maybe, for the services and DDA reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DDA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DDA reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/amended RFP will be made available on the website of DDA and CPPP portal (URL mentioned in Data Sheet 1).
7. This RFP is only a request for submitting proposal and, therefore, unless an agreement in writing is executed by the DDA, no action of any nature, whatsoever, shall lie against it with

respect to any error, omission, or anything contained, connected, touching, concerning or arising out of this RFP.

Section 2 :- Letter Of Invitation

New Delhi, Dated: December, 2019

Tender Scope

1. E-tenders are invited for the Work as specified in the Data Sheet 1 at Central Public Procurement (CPP) Portal (url given in data sheet 1), as per the requirements described in Scope of Work given in Data Sheet 5. Name of the Client is as per Data Sheet 1.

Objective

2. DDA, through this tender, desires to establish managed network infrastructure both wired and Wi-fi solution with features described in following sections for its 10 locations in Delhi: -
 1. DDA Vikas Sadan
 2. DDA Chief engineer Dwarka, Manglapuri Project
 3. DDA Office Complex, Outer Ring Road, Madhuban Chowk, Sector-14, Rohini,
 4. DDA CAU sports Siri Fort sports complex, August Kranti Marg
 5. DDA Engineering Campus East Zone, Pkt 1, Dilshad Garden
 6. DDA Chief Engineer South, Khel Gaon, Shahpur Jat
 7. DDA Yamuna Pusta, Laxmi Nagar
 8. DDA Narela, 80 Meter Road, Near Bhor Ghar
 9. DDA Dy CAO Ashok Vihar
 10. DDA Vikas Minar

Selection procedure

3. ICT Agency will be selected as per Quality and Cost {Technically qualified, least Cost (L1)} Based Selection.
4. All agencies (or Consortiums) having capacity/expertise as per Data Sheet 1 are invited to participate in the RFP – cum – RfQ.
5. The RFQ - cum - RFP includes the following documents:

SECTION 1: Disclaimer	SECTION 4: Scope of Work
SECTION 2: Letter of Invitation	SECTION 5: Data Sheets
SECTION 3: Instructions to Applicants	SECTION 6: Standard Forms

6. Request for clarifications / suggestions for change in the RFP conditions may be made before last date mentioned in the Data Sheet 1 through e-mail in Form R. The submissions (including requests for clarifications) may be addressed and sent to such officer at such address as per details given in the Data Sheet 1. All submissions / request for clarifications should be made by e-mail at the email – ID given in the Data Sheet 1.
7. All clarifications/ corrigenda will be published only on the website of CPP Portal and DDA. The official website for accessing the information related to this RFP is Central Public Procurement Portal (<http://eprocure.gov.in>). Upon publication of clarification/ corrigenda on the website, the RFP document shall be deemed to be amended to the extent as per the replies provided in the said clarification / corrigenda.

8. Tentative schedule for selection process has been specified in the Data Sheet 1. Interested applicants are requested to submit their responses to the RFP at the address mentioned on Central Public Procurement Portal (CPPP: <http://eprocure.gov.in>) on or before the last date.

Yours sincerely,

Dy. Director (Systems),
DELHI DEVELOPMENT AUTHORITY

Section 3: Instructions to Applicants :

Introduction

1. The client (hereinafter called DDA) proposes to select an Agency in accordance with the method of selection specified in this document. Applicants are advised that the selection of Agency shall be on the basis of an evaluation by DDA through the selection process specified in this RFP (the Selection Process). Applicants shall be deemed to have understood and agreed that no explanation or justification on/for any aspect of the Selection Process will be given and that DDA's decisions are final without any right of appeal whatsoever.
2. The Applicants are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called as the Proposal), in the formats as specified in Section 6 (Standard Forms), for the services required for the Assignment. The Applicant shall submit the Proposal in the form and manner specified in this RFP, in relevant sections herewith.
3. The Proposal will form the basis for grant of work order to the selected Agency. The Agency shall carry out the assignment in accordance with the Terms of Reference of this RFP (the TOR).
4. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DDA or any other costs incurred in connection with or relating to its Proposal. The DDA is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.
5. DDA requires that the Applicant hold DDA's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of DDA and the Project.
6. It is the DDA's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the DDA:
 - (i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing the work order in question;
 - (ii) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order or has in any manner tried to defeat DDA's interest.
7. **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled Vice-Chairman (VC), DDA, whose decision shall be final

EXPLANATION : This clause is in respect of disputes arising of matters relating to processing of RfP, evaluation of bids, qualification of bidders, and selection of successful bidder upto the issue

of Award and signing of agreement. Disputes arising out of execution of project will be governed by the Clauses of the Agreement entered into between the successful bidder and DDA.)

8. The Applicant shall submit his proposal in Electronic form on the CPP portal. In case EMD is submitted in form of Bank Guarantee, one cover containing original EMD shall be submitted in physical form before the closing date of submission of Tender in the Tender Box available in the Office specified in the Data Sheet 1. **Pre-Qualification Proposal, Technical Proposal and Financial Proposal** shall be submitted only through Central Public Procurement Portal. A copy of the EMD shall be uploaded on CPP portal.
9. Number of Proposals: No Applicant shall submit more than one Application.
10. Right to reject any or all Proposals:
 - (i) Notwithstanding anything contained in this RFQ-cum-RFP, the DDA reserves the right to accept or reject any and all Proposal(s) and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - (ii) Without prejudice to the generality of above, the DDA reserves the right to reject any Proposal if:
 - (a) At any time, a material misrepresentation is made or discovered, or
 - (b) The Applicant does not provide, within the time specified by the DDA, the supplemental information sought by the DDA for evaluation of the Proposal.
11. **Disqualification**
 - (i) Any misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.
 - (ii) If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the DDA reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the DDA, including annulment of the Selection Process.
12. Acknowledgement by Applicant: It shall be deemed that by submitting the Proposal, the Applicant has:
 - (i) made a complete and careful examination of the RFQ - cum - RFP;
 - (ii) received all relevant information requested from the DDA;
 - (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ - cum - RFP or furnished by or on behalf of the DDA;
 - (iv) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - (v) acknowledged that it does not have a Conflict of Interest;
 - (vi) agreed to be bound by the undertaking provided by it under and in term hereof; and
 - (vii) has properly and carefully done due-diligence so as to avoid any type of loss.
13. The DDA and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ - cum-

RFP or the Selection Process, including any error or mistake therein or in any information or data given by the DDA and/ or its consultant. If any discrepancy is found between the Number / figure written in numerals and written in words, the figure mentioned in the words shall be taken as final.

Clarification and amendment of RFQ - cum – RFP documents

14. Applicants may seek clarification on this RFQ - cum - RFP document, before the last date mentioned in the Data Sheet 1. Any request for clarification must be sent by standard electronic means (PDF or word file). DDA's e-mail is mentioned in the Data Sheet 1. The DDA will endeavour to respond to the queries prior to the Proposal Due Date. The DDA will post the reply to all such queries on its official website and CPP portal only. However, no action or claim shall lie against DDA, even if no clarification or information is provided by it and the selections process shall not be annulled nor the date will be postponed for this reason. The bidder should submit its bid at its own understanding and risk & cost.
15. At any time before the submission of Proposals, the DDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ - cum - RFP documents by an amendment. All amendments/ corrigenda will be posted on the DDA's Official Website and CPP Portal. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the DDA may at its discretion extend the Proposal Due Date.
16. DDA reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. DDA will not be under obligation to give clarifications for doing the aforementioned and no action for any type of damage or loss shall be brought against the DDA nor shall any of the bidders/interested person shall be entitled to any type of loss or damage on this account.
17. DDA also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective bidders / parties to be kept informed about it.
18. Bidder should take into account the corrigendum published from time to time before submitting the online

Pre-Bid Meeting

19. Date of Pre-Bid Meeting and venue is mentioned in the Data Sheet 1. Applicants willing to attend the pre-bid should inform DDA beforehand in writing through email. The maximum number of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.
20. Pre-Bid Meeting of the Applicants will be convened off-line at the designated date, time and place. During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the DDA. The DDA will endeavour

to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

21. If there are any clarifications to be sought, this may be obtained through the site, or during the pre-bid meeting if any by submitting Request for Clarification in the Appropriate Form (Form R) before the date mentioned in the Data-sheet 1.

Earnest Money Deposit

22. Tenderers are required to deposit E-Tender Annual Charges and EMD of amount mentioned in the Data Sheet 1 through separate transactions with RTGS/NEFT to the accounts mentioned in Data Sheet 1. Details are as follows –
- (i) The unique transaction reference of RTGS/NEFT shall have to be uploaded by the prescribed date.
 - (ii) The Dy. Director (Systems) will get EMD verified from Sr. A.O Cash Main on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.
 - (iii) The unique transaction reference on RTGS/NEFT against EMD, E-Tender Annual Charges shall be placed online at specified location for Tender on the CPP Portal.
23. Alternate / Option for EMD deposit
- (i) Earnest Money Deposit may also be deposited in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of officer mentioned in Data Sheet 1, for the sum as mentioned in the Data Sheet 1. The Bank Guarantee shall be in the format of Form E.
 - (ii) The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as
<EMD [Tender ID],
[name of assignment],
[Name and Address of the Bidder]>
 - (iii) In addition, a scanned copy of BG/DD (in PDF format) shall also be uploaded on Central Public Procurement Portal (hereinafter referred to as CPP Portal).
24. MSMEs under the Micro, Small & Medium Enterprises Development Act, 2006 shall be eligible for part exemption of EMD/ E-tender Annual Charges, to the extent mentioned in Data Sheet 1. Further, the bidder must keep the DDA informed of any change in the status of the company.
25. Miscellaneous regarding EMD –
- (i) Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
 - (ii) DDA will not pay any interest on Earnest Money Deposit.
 - (iii) Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by DDA.
 - (iv) The Selected Applicant's Earnest Money, if it is in form of BG, shall be returned,

without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the RFQ-cum-RFP and work order.

- (v) The Tenderer's Earnest Money, deposited in the form of NEFT/RTGS, will be retained by DDA as part of security deposit, in case tender is accepted, otherwise it will be refunded after the Award of work. However, no interest shall be payable on the Earnest Money.
- 26.** DDA will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to DDA in regard to the RFQ - cum - RFP without prejudice to DDA's any other right or remedy under the following conditions:
- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ - cum - RFP (including the Standard Form of work order);
 - (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ - cum - RFP and as extended by the Applicant from time to time,
 - (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security of specified amount within the specified time limit, or
 - (iv) If the Applicant commits any breach of terms of this RFQ - cum - RFP or is found to have made a false representation to DDA.
 - (v) has properly and carefully done due-diligence so as to avoid any type of loss.

Disqualification to participate in the tender process

- 27.** Any entity including an individual or a group of individuals which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- 28.** An Applicant should have, during the last 3 (three) years, (a) neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor (b) been expelled from any project or agreement but subjudice, nor (c) have had any agreement terminated for breach by such Applicant or its Associate but subjudice, nor (d) been expelled but subjudice from any project or agreement, nor (e) have had any agreement terminated for breach by such Applicant or its Associate but subjudice..

Preparation of proposal

- 29.** Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ - cum - RFP. The DDA will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 30.** In preparing their Proposal, Applicants are expected to thoroughly examine the RFQ cum -

RFP Document.

31. Bid should be valid for the period mentioned in the Data Sheet 1.
32. The Prequalification Proposal and technical proposal should provide the documents as prescribed in Data Sheet 2 and Data Sheet 3 respectively. No information related to financial proposal should be provided in the Prequalification / technical proposal.
33. Failure to comply with the requirements spelt out above shall lead to rejection of bid during the evaluation. Further, in such a case, DDA will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.
34. The Proposals must be digitally signed by the Authorized Representative as detailed below:
 - (i) by the proprietor in case of a proprietary firm; or
 - (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (iii) by a duly authorized person under resolution of the Board, in case of a Limited Company or a Corporation;
35. Supplementary information –
 - (i) Except as specifically provided in this RFQ - cum - RFP, no supplementary material will be entertained by the DDA, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet 1.
 - (ii) Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.
 - (iii) For the avoidance of doubt, the DDA reserves the right to seek clarifications in case the proposal is non- responsive on any aspects.
36. Preparation of Financial proposal - While submitting the Financial Proposal, the Applicant shall ensure the following:
 - (i) Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ - cum - RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes associated with the Assignment.
 - (ii) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc.
 - (iii) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (iv) The Financial Proposal shall take into account all the expenses and tax liabilities

and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, shall be deemed to be included in the cost shown under different items of Financial Proposal.

- (v) The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ - cum - RFP.
 - (vi) Applicants shall express the price of their services in Indian Rupees (INR) only.
 - (vii) The quoted price should be inclusive of all types of taxes (GST), customs duty, clearance charges, transportation, erection (commission) & all incidental charges as maybe applicable.
- 37.** The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant.
- 38.** The applicant shall bear all taxes, duties, fees, levies and other charges including service tax imposed under the Applicable Law as applicable on foreign and domestic inputs. The Applicant shall not be paid GST over and above the cost of Financial Proposal. In case of any statutory taxes/duties are levied after the award of work and during the period of contract, then it shall be payable by DDA. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

Submission, receipt and opening of proposals

- 39.** Bidders are advised to study the tender document thoroughly. Submission of tender shall deemed to have been done after careful study and examination of the tender document with full understandings of its implications
- 40.** Due Diligence - Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information as required may result in rejection of the bid.
- 41.** The Proposal shall be submitted through e-procurement portal (CPP Portal, url mentioned in data sheet 1). The procedure for filing of e-tender is provided on the portal. The applicants are advised to familiarize themselves with the process in advance to avoid any inconvenience at a later stage. Files uploaded on the portal should have file name in accordance to following format [form_name.applicant_name]. Applicant name should contain only first two words of its name.
- 42.** The Authorized Representative of the Applicant should authenticate EMD Details, Pre-Qualification, Technical and Financial proposal using his digital signatures.
- 43.** Authorized Representative's authorization should be confirmed by a resolution/power of attorney by the Board/competent authority accompanying the Proposal (Pre - Qualification Proposal).
- 44.** Only Bids/ proposals submitted On-line on CPP portal shall be opened. No proposal shall be accepted after the closing time for submission of Proposals.
- 45.** Documents to be submitted / uploaded in Pre-Qualification proposal are given in Data Sheet 2. Applicant shall also submit/upload compliance sheet (certifying meeting the PQ criteria) as per format in para 2 of Data Sheet 2.

46. Documents to be submitted / uploaded in Technical Proposal as per compliance mentioned in in Data Sheet 3 . Technical compliance should be submitted along with datasheet and cross-reference sheets.
47. Un-priced/technical BoM should be submitted in technical bid along with eligibility documents. Bidders are advised to write only Yes / No for the technical compliance point wise.
48. After the deadline for submission of proposals the EMD and (on-line) Pre-Qualification Proposal shall be opened by the Tender Committee in presence of representatives of bidders who choose to be present in the bid opening process at the venue mentioned in Data Sheet 1. It will be evaluated by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP details containing the Technical and Financial Proposals shall remain sealed on the CPP portal at this stage. Similar will be the process for opening Technical Bids of bidders who qualify pre-qualification.
49. The financial bid should be on "TURNKEY PROJECT MODE" and include supply, transportation, erection and installation, trial & testing and operation. All the items should be considered as one unit for the financial bid.
50. Preparation and submission of Financial Bids-
 - (i) Schedule of price bid in the form of BoQ_XXXXX.xls
 - (ii) The Tenderers shall submit the financial bid as provided in BoQ_XXXXX.xls along with this tender document. Bidders are advised to download and quote rates and upload in the site at the respective location.
 - (iii) Quoted rates must be inclusive of GST, all taxes and duties applicable, and any other charges (if any).
 - (iv) However, all applicable deductions on account of taxes and duties etc., shall be made by DDA.
 - (v) The Form for submission of Financial Bid is Form N
51. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Financial Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
52. After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the DDA on any matter related to its proposal, it should do so through email at the address mentioned in the Data Sheet 1. Any effort by the firm to influence the DDA during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the Applicant's proposal.
53. Modification and Withdrawal of Bids: No bid shall be altered/modified after submission to the DDA. In case, the tenderer does not submit the Offer as per terms and conditions, and / or modifies and / or withdraws offer, the entire amount of Earnest Money Deposit (EMD) would liable to be forfeited.

Proposal Evaluation

54. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ- cum-

RFP. Subsequently the technical evaluation as specified in this RFQ-cum-RFP will be carried out only for those Applicants who meet all the Pre-Qualification criteria with relevant documents. The applicants who fulfil all the technical compliance mentioned in different section in the RFP with relevant documents will qualify for financial bid opening. Applicants with partial compliance will not be selected. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposals of technically qualified Applicant will be opened.

- 55.** As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Qualification Criteria (—Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document.
- 56.** Prior to evaluation of Proposals, the DDA will determine whether each Proposal is responsive to the requirements of the RFQ - cum - RFP at each evaluation stage as indicated below. The DDA may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

RFQ Stage

- (i) The Pre-Qualification Proposal is received in the form specified in this RFQ cum-RFP;
- (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it does not contain any condition or qualification; and
- (iv) it is not non-responsive in terms hereof.
- (v) it is accompanied by the Earnest Money Deposit as specified in this RFQ-cum-RFP;

RFP Stage Technical Proposal

- (i) the Technical Proposal is received in the form specified in this RFQ-cum-RFP;
- (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it does not contain any condition or qualification; and
- (iv) it is not non-responsive in terms hereof.

Financial Proposal

- (i) The Financial Proposal is received in the form specified in this RFQ cum RFP;
- (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it does not contain any condition or qualification; and
- (iv) It is not non-responsive in terms hereof.

- 57.** The DDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the DDA in respect of such Proposals. However, DDA reserves the right to seek clarifications or additional information from the Applicant during the evaluation process. The DDA will

subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

58. Prequalification Evaluation: As part of the PQ evaluation, the Pre-Qualification Proposals submitted [in Form A] should fulfil the Minimum Qualification Criteria specified in **Data Sheet 2**. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further. In such cases, the RFP details containing the Technical Proposal and Financial Proposal will not be opened after completion of evaluation of Pre-Qualification.

59. Technical Evaluation:

- (i) The evaluation committee appointed by the DDA will carry out the evaluation of Technical Proposals [Form G] on the basis of the evaluation criteria specified in **Data Sheet 3** with guidelines/conditions mentioned in the RFP.
- (ii) On the basis of provisional evaluation of technical bids, the Committee constituted for the purpose of evaluation of the tenders, may find it necessary to visit the organizations where similar jobs done by tenderer and/or may confirm on phone the quality of performance and/or may visit tenderer's client premises/service Centre, where the such services are being provided by the Tenderer.
- (iii) If required, the DDA may seek specific clarifications from any or all Agency(ies) at this stage. The DDA shall determine Whether the Agency achieves technical qualification after reviewing the clarifications provided by the Agency(ies). The evaluation committee shall determine the Agency(ies) that qualifies for the next phase on the basis of Qualifying Technical criteria specified in **Data Sheet 1**.
- (iv) The Committee will short list the bids according to capabilities and skills of the tenderers as per Technical Evaluation Criteria and open the financial bids of only the short-listed tenderers who are found technically qualified.

60. Financial Evaluation: In this process, the financial proposal of the Agency declared qualified technically shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time may be sent by registered letter, facsimile, or electronic mail.

61. The sum total of all costs (Form N) shall be taken as the Financial Bid. The Applicant achieving Technical Qualification as per Technical Bid, and having the Lowest financial bid will be considered to be the successful Applicant and will be issued the work order (the Successful Applicant)

Grant of Work Order

62. After selection, a Work Order will be issued, in duplicate, by the DDA to the Successful Applicant and the Successful Applicant shall, within (seven) days of the receipt of the work order sign and return the duplicate copy of the work order in acknowledgement thereof.

In the event, the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the DDA may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the DDA on account of failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.

- 63.** Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DDA may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, DDA shall invoke the PBG of the successful Bidder. Please also see related Clause 23 (iii) as above, and Article 3: Clause (2): Consequences of Breach (Form-B) – Integrity Agreement.
- 64.** Once the quotation of the Tenderer is accepted and the acceptance is communicated to the Tenderer, the Tenderer shall present itself in the office of the DDA and shall execute an agreement within 7 (seven) days, as per Form Q (Draft of Agreement).
- 65.** Performance Security:
 - (i) The successful Bidder, for due and faithful performance of its obligations and as a pre-condition for signing of Advisory Agreement with DDA, shall be required to submit a demand draft of the amount equivalent to 5% of the tendered cost of the work (Total Fee as given in Financial Bid) as Security Deposit after adjusting the earnest money
 - (ii) In addition to above, the Successful bidder shall, prior to signing of Agreement and as a condition precedent to its entitlement to payment under this Work order, provide to the DDA a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the successful bidder of its obligations under this Work order, in the form set out in this work order, in an amount equal 10 (ten) percent of the total cost of Financial Proposal under this Assignment.
 - (iii) The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Successful bidder is a non-resident, in compliance with applicable foreign exchange laws and regulations).
 - (iv) In the event the Successful Bidder is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members.
 - (v) Performance Bank Guarantee shall be in form of a Bank Guarantee substantially in the form annexed with the work order (Form P).
 - (vi) For the successful bidder the Performance Security will be retained by DDA until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the completion of the assignment, or 3 (three) years from the date of signing of agreement, whichever is later.
 - (vii) Performance Bank guarantee to remain valid for 36 months from the date of completion of project or to be extended upon request by Purchasing authority, in case of any delays in executing the contract by the appropriate period.

66. The Performance Bank Guarantee (PBG) will be invoked by DDA, in case the performance of the vendor is not found satisfactory during the period of Work.
67. The tenderer will not sub-let / sub-contract in part, or in full after getting the Assignment / Award of Work. In the event of tenderer sub-letting the work / sub-contracting in part or full after the Award of the Work, the tenderer shall be considered to have thereby committed a breach of agreement and DDA shall forfeit the Performance Security Deposit and invoke the Performance Bank Guarantee. The tenderer shall have no claim, whatsoever, for any compensation or any loss on this account.

Signing of Contract

68. Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the DDA and the successful Bidder.

Grievance Redressal

69. If the Tenderer finds any hindrance in the start of the services resulting in and necessitating an extension of time allowed in the tender, the tenderer shall apply in writing to Vice-Chairman, DDA or Nodal Officer authorized by Vice-Chairman, DDA, for grant of extension of time.
70. The extension can be granted by the Vice-Chairman, DDA or Nodal Officer authorized by Vice-Chairman, DDA, in their absolute discretion and if the cause shown is genuine and sufficient.

Payment terms

71. The payment terms of the service charges as well as other charges quoted by the successful bidder shall be as per Data Sheet 5.

Confidentiality

72. Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the work order.

Fraud and corrupt practices

73. The Applicants and their respective officers, employees, agents, advisers, partners, Directors, stakeholders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ - cum - RFP, the DDA will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In

such an event, the DDA will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the DDA for, inter alia, time, cost and effort of the DDA, in regard to the RFQ - cum - RFP, including consideration and evaluation of such Applicant's Proposal.

74. Without prejudice to the rights of the DDA under this Clause, hereinabove and the rights and remedies which the DDA may have under the WORK ORDER or the Agreement, if an Applicant or ICT Agency, as the case may be, is found by the DDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the WORK ORDER or the execution of the Agreement, such Applicant or ICT Agency shall not be eligible to participate in any tender or RFQ - cum - RFP issued by the DDA during a period of 2 (two) years from the date such Applicant or ICT Agency, as the case may be, is found by the DDA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
75. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them. This shall be in addition to any other meaning(s) specified in any law or judgment: -
- (a) **corrupt practice** means
 - i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process
 - ii) for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DDA who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process;
 - iii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the work order or the Agreement, who at anytime has been or is a legal, financial or technical consultant/ adviser of the DDA in relation to any matter concerning the Project:
 - (b) **fraudulent practice** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) undesirable practice means

- (i) establishing contact with any person connected with or employed or engaged by the DDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
- (ii) having a Conflict of Interest;

(e) restrictive practice means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Termination of Contract by DDA

- 76.** If the DDA, for any reason, whatsoever decides to terminate the contract, a written notice of termination to the Bidder shall be given with a notice period of 3 months as per provision of Tender and Fees for the work done approved till the time of termination, shall be made as mutually decided between DDA and the Bidder.

Termination for Default

- 77.** Default is said to have occurred
- (a) If the selected Bidder fails to accept the Work Orders
 - (b) If the selected Bidder fails to deliver any or all of the services within the time period(s) specified in the work order or during any extension thereof granted by the DDA.
 - (c) If the selected Bidder fails to perform any other material obligation(s) under the contract
- 78.** If the selected Bidder defaults in the above circumstances, a cure period of 30 days will be given to the selected Bidder to rectify the default, failing which the selection against this tender will be cancelled and 8.5% of the Work order value will be levied as cancellation charges. DDA can get the work done through alternate sources with the difference in the cost of getting the work done to be borne by the successful bidder with capping of maximum 10% of the value of the goods/services for which alternative option is sorted to DDA.
- 79.** The Contract to be executed with the tenderer (selected agency) may be terminated by DDA for non-performance of any of the clauses of the contract and/or for violation for any terms and conditions of the contract by the tenderer, after serving a prior notice of one month on the registered address of the tenderer or through registered email address of the tenderer.
- 80.** If the contract is terminated due to non-performance, under-performance, inferior-performance, defective-performance, non-submission of deliverables within prescribed time schedule, inferior quality of reports, non-compliance to instructions, fraudulent practices, corrupt practices and misrepresentation, then fee for that work will not be paid and the Security Deposit & Performance Security (PBG) deposited by Bidder will be

forfeited.

Penalties

- 81.** The Bidder shall perform its obligations under the agreement entered with DDA, in a professional manner.
- 82.** DDA may recover amount of penalty from any payment being released to the successful bidder, irrespective of the fact whether such payment is releasing to this contract or otherwise.
- 83.** If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the DDA has to take corrective actions to ensure functionality of its property, the DDA reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 84.** If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the DDA reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Performance-date, Penalty / Liquidated Damage for non- performance.
 - i) In case the Bidder fails to adhere to the time frame for starting the work as per the schedule, or any unjustified and unacceptable delay beyond the delivery, installation and commissioning schedule as per contract, will render the bidder liable for penalty or liquidity damages as per the rate as mentioned in the RFP. **The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach.**
 - ii) Total liquidated damages to be levied on the Selected Bidder shall be capped at 10% of the total contract value. However, DDA shall have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value. LD shall be imposed @0.5% per week or part thereof of delay in completing the contract from the agreed project completion period only for the component value which has not been fulfilled.
- 85.** Breach of timelines.
 - (i) Liquidated damages to be levied during Post Implementation period shall be capped at 10% of the Total Contract value. Selected Bidder shall accomplish the scope of work under this Agreement as per the Timelines. If the Selected Bidder fails to achieve the Timelines due to reasons attributable to it, for any reason whatsoever, the Systems Integrator shall be liable to pay penalty/liquidated damages as mentioned in the tender.
 - (ii) In case the Selected Bidder is not solely liable for the breach of Timelines, amount of liquidated damages shall be deducted on proportionate / pro rata basis depending upon the Systems Integrator's extent of fault in such breach of Timelines.
 - (iii) DDA shall have the right to determine such extent of fault and liquidated damages in consultation with Selected Bidder. Payment of liquidated damages shall not be the sole and exclusive remedies available to DDA and the Selected Bidder shall not be relieved from any obligations by virtue of payment of such liquidated damages. The liquidated damages will be capped as mentioned in Tender.

(iv) Any additional personnel required for managing the operations (as directed by DDA with due notice of 2 months) shall be provided at the same cost as indicated in this financial quote.

86. SLA (Service level agreement) during O& M phase.

There will be quarterly basis SLA for the support services during O& M phase. The SLA metrics are defined in Data Sheet 6

- i) Liquidated damages to be levied during Post Implementation period shall be capped at 15% of the O & M contract value. DDA shall have right to invoke termination of contract in case SLA is not met in 2 consecutive quarters.

Liquidity Damages

87. In the event that

- i) The Selected Bidder does not perform as per the terms & conditions of the Agreement, or if does not provide or if does not procure fulfilment of any or all of the conditions precedent set forth in the RfP-RfQ tender, and
- ii) the delay has not occurred as a result of breach of this Contract by the DDA or due to Force Majeure, the Selected bidder shall pay to the DDA, damages in an amount calculated at the rate of 0.5% (zero point five per cent) of the Performance Bank Guarantee for each week (part of a week being treated as a full week) of delay beyond the project completion period of 180 days, up to a maximum deduction of 10% (Ten percent) of the total contract price until the fulfilment of such conditions precedent.
- iii) Beyond that period, purchasing authority have absolute right to cancel the contract without any further communication or extension and without liabilities and initiate further appropriate legal remedies against bidder to recover the losses.

Miscellaneous

88. The decision of the Vice-Chairman (VC), DDA with respect to any of the matters pertaining to the Rfp-RfQ tender or the agreement or arising there from shall be final and binding, and shall not be called in question in any proceedings or at any forum whatsoever.

89. All procedure for the purchase of stores laid down in GFR 2017 (as amended from time to time) shall be adhered-to strictly by the DDA and Bidders are bound to respect the same.

90. DDA / Evaluation Committee may Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

91. The DDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) Suspend and/or cancel the Selection Process and/or amend and/or supplement the selection process or modify the dates or other terms and conditions relating thereto;
- (ii) consult with any Applicant in order to receive clarification or further information;
- (iii) retain any information and/or evidence submitted to the DDA by, on behalf of and/or in relation to any Applicant; and/or

- (iv) reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
92. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the DDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
 93. All documents and other information provided by DDA or submitted by an Applicant to DDA shall remain or become the property of DDA. Applicants and the ICT Agency, as the case may be, are to treat all information as strictly confidential. DDA will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Applicant to DDA in relation to the assignment shall be the property of DDA.
 94. The DDA reserves the right to make inquiries with any of the Applicants about their previous experience record.
 95. The selected bidder shall not be entitled to any loss of profit or damages on any account, except for the actual loss, if any, which may cause due to any reason, which can be fully attributable to DDA and for which despite receiving a notice from the selected bidder, DDA has not taken remedial steps. The notice shall have to be served by the selected bidder immediately on coming to know of any breach or non-fulfilment of any obligation on the part of DDA. All such notice shall clearly state the amount of loss, reason of loss and the period therefor. Further, under all circumstances the amount of any such loss & damages, together shall not be more than 10% of the contact value.

Important Note

96. Tender documents consisting of eligibility criteria, scope of work, and other details to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents may be downloaded from Central Public Procurement Portal (url mentioned in data sheet 1) free of cost.
97. Intending agencies/tenderers need to register themselves on the CPP portal. Aspiring Tenderers who have not enrolled/registered in e-procurement should enrol/register before participating through the CPP website. The portal enrolment is free of cost.
98. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the CPP website/ portal.
99. Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender bids will not be accepted.

Guidelines for Bidding on CPP Portal

100. For any clarification regarding registration on CPP portal, Contact on 24x7 Help Desk - Toll Free No. 1800-30702232 or send a mail over to cppp-nic@nic.in.
101. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-II or class-III digital signature to

submit the bid.

- 102.** Bidders registered in Contractor's Registration Board(CRB) of DDA are required to pay the e-tendering annual charges as under:

S.No	Class of Contractor	Amount to be paid per Annum
1	Class-I	Rs. 20,000
2	Class-II	Rs. 16,000
3	Class-III	Rs. 14,000
4	Class-IV	Rs. 10,000
5	Class-V	Rs. 6,000

- 103.** Proof of registration (if applicable) and the proof of payment i.e., RTGS/NEFT number and its scan copy is to be uploaded in the technical bid.
- 104.** Bidders will be required to submit "Integrity Pacts" on Rs. 100 non-judicial stamp paper in two original copies after prequalification.

Instructions for Online Bid Submission

- 105.** Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 106.** Bidder should do the enrolment in the e-Procurement site using the "Online Bidder Enrolment" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 107.** Bidder need to login to the site thro' their user ID/ password chosen during enrolment/registration.
- 108.** Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/ TCS/ nCode/ eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard, should be registered.
- 109.** The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 110.** Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 111.** After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 112.** If there are any clarifications, this may be obtained through Help desk. Bidder should take into account the corrigendum published before submitting the bids online.
- 113.** Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
- 114.** Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 115.** From my tender folder, he selects the tender to view all the details indicated.
- 116.** It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

117. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in .PDF/.xls/.rar formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through .rar format and the same can be uploaded, if permitted. However, if the file size is less than 1 MB, then the transaction uploading time will be very fast.
118. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids. In case, no clarification is given by the DDA, the selected bidder should submit its bid at its own risk & cost and shall be estopped from making any claim on that account at any later stage. No such claim at any later stage shall be admitted.
119. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space" option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
120. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
121. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
122. The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
123. The details of payments made through RTGS/NEFT should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
124. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
125. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
126. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls (XXXX - ...), the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
127. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
128. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the

acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

129. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
130. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
131. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
132. The confidentiality of the bids is maintained since the Secured Socket Layer (SSL) 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
133. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
134. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. In addition, for any further queries, the bidders are asked to contact over phone: 1800 3070 2232 or send a mail over to cppp-nic@nic.in.

Applicable Law

135. The Tender and selection process shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
136. The Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

Special Instruction to bidders

137. The minimum specified scope of work to be undertaken by the bidder is to be performed as per the specifications and conditions mentioned in the different parts of this document, any further amendments issued in this regard and the contract to be signed by the successful bidder subsequently.
138. Bids must be complete with all equipment and required accessories along with necessary power systems including standard Un-Interrupted Power Supply (UPS) for the entire equipment, mounting and fitting hardware, plugs, sockets and any hardware/software, etc. as required for complete installation of the System under this contract. The minimum suggestive technical specifications are mentioned in this Tender.
139. The successful bidder is required to conduct a detail site study and shall submit the project plan that should include the following:
 1. Site survey report, high level network understanding and rough cable routing path. Logical network designs will be provided by DDA and the successful bidder have to do connectivity accordingly or better

2. Approximate cable lengths have to be considered at the time of site survey along with the path. Cable and other consumable shall be paid for based on the assessment submitted with reasonable wastage considered into.
 3. Bidder to check the power source at each site and mention the same in the report.
- 140.** The successful bidder shall supply all hardware as per specifications mentioned in the tender. Further, the successful bidder must not bid/supply any equipment that is likely to be declared end of sale within one year from the date of supply. The successful bidder would be required to replace all such equipment with latest and at least of equivalent configuration. The successful bidder shall submit an undertaking from OEM in this regard to the tenderer.
 - 141.** The successful bidder shall be responsible for end-to-end implementation of entire network system under this tender and shall quote and provide/ supply any item(s) of latest make and model not included in the bill of materials, but required for successful implementation and commissioning of the system as well as its management. For such item(s), which have not been quoted by the successful bidder in the bid, but are required for successful completion of the project, the tenderer shall not pay for the same.
 - 142.** All support contracts for active network components including UTM, Switching, Wi-fi access point and controller should be back to back with OEM and the respective support contract number to be submitted to the buyer. No third party support will be accepted.
 - 143.** The successful bidder shall supply of all the installation material/accessories/ consumables necessary for the installation of the systems.
 - 144.** The successful bidder shall provide patches and updates of Firmware free of cost during the warranty.
 - 145.** The price of the successful bidder should be valid for the entire project duration and DDA may direct purchase any item in BOQ in the accepted price without doing re-tender during the Project Duration”
 - 146.** Bidder have to mention unit rate of each item and in any shortfall of items the successful bidder has to provide the item at the quoted unit rate.

Section 4 : SCOPE OF WORK

1. The successful vendor shall be responsible for the following work;
 - a) The scope of work include design and deliver complete solution and should provide turn-key solution for the entire sites and include any missing item(s) for the successful end to end implementation.
 - b) This system should be scalable in future to meet higher capacity demand.
 - c) The requirement mentioned in this SOW calls for a complete working system and not components thereof.
 - d) Planning, Supply and Installation of Structured Cabling which includes laying, termination, splicing, dressing, labelling and testing and Network Active Components which includes UTM (Unified Threat Management), WLAN (Wireless Lan)access points and controllers, L2 and L3 switches and other required IT products.
 - e) The installation service shall include Delivery, unpacking of materials at Site, Installation, and Configuration & Testing.
 - f) Installation services should include Network Planning, IP schemes and assignments, L2 / L3 functionalities, LAN and WLAN Network policies, UTM security policies and NMS deployment in consultation with authorised Network consultant team.
 - g) The bidder shall also offer all required equipment/accessories/software/license which may not be specifically stated herein but are required to meet the intent of ensuring completeness, maintainability and reliability of the total system covered under this specification.
 - h) Implementation of structured cabling system should be in compliance with the current applicable standards.
 - i) The bidder must ensure laying of UTP / Cat 6 cables through conduit / flexible pipes, preliminary testing and numbered ferruling, fixing of face plate with information outlet / key stone jack (I/O). Fixing of LAN cable at patch panel, and numbering of face plate, numbering of patch panel.
 - j) All Outdoor Fibre Optic Cable must be laid in HDPE Pipe in trenches.
 - k) Installation services also includes optimization and hardening of overall solution.
 - l) Required infrastructure at site which includes electricity with proper earthing, lighting, air conditioning, etc., shall be provided by purchasing authority.
 - m) Training on basic configuration & troubleshooting.
 - n) Remote and On-site technical support during warranty period.
 - o) Minimum 3 years' warranty on all active components with next business day delivery of replacement of faulty hardware (NBD) and SLA of 2 hours response time and 6 hours resolution time.

Scope of installation, commissioning & system integration

2. The scope of installation, commissioning & system integration shall mean to install, configure and integrate the following (but not limited to), adhering to essential security measures.
3. Carry out installation of active components, passive components and accessories supplied as per standards for successful integration and implementation of the systems at each site connected under this Tender.
4. Configuring and fine-tuning of subsystems to achieve overall optimal network performance and highest security.
5. All patches and updates shall be provided by the successful bidder during the currency of the contract.
6. The successful bidder shall not cause any damage to buildings/other premises/property, if any damage occurs, the successful bidder will perform restoration. Trenches, path/road cutting, etc. will be back-filled and restored to the original condition immediately after laying of the conduit/cable etc. The successful bidder if required shall also plug conduits and entrance holes with suitable sealing material, where the cable has been laid.

7. The system shall be subjected to inspection at various stages. The successful bidder shall follow all Safety Regulations and practices.
8. Bidders shall spell out various tests that are being proposed to be carried out for demonstrating the functionality of the solution.
9. The Successful Bidder shall provide warranty for all the components including hardware, software etc. (active as well as passive components) as per Tender for a period of Three Years from the date of the issuance of Final Acceptance Certificate. Any delay for acceptance caused by the successful bidder will result in automatic extension of the total warranty period.

NOTE: DDA may add/delete the location for structured networking through this agreement. The permissible deviation would be within 25% of the project cost.

Civil works:

10. Civil works including digging etc., if any, required for providing end to end connectivity will be the responsibility of the successful bidder.
11. The successful bidder shall be responsible for restoring the areas to its original shape wherever, the digging/holes making, if any has been undertaken by him for end to end implementation of the system.

Electrical works:

12. Electrical cabling if any up to the equipment to be kept at each location, rack etc. from the nearest available power socket, as the case may be shall be the responsibility of the successful bidder.
13. The length of such power cabling, if exceed beyond 10 meter will be under the scope of tendering authority.
14. Carry out installation and configuration of the UPS and its accessories as per the standards.
15. The quantity of passive items if any shall be verified by the concerned official of the Tenderer at each site.

Project Management (O&M)

16. The successful bidder, will undertake to completely manage and maintain the said equipment/infrastructure installed and commissioned at these sites for a minimum period of Three years after the clearance of Final Acceptance Test of the project by Technical Committee constituted by the tenderer and with effect from the date on which acceptance certificate for successful commissioning of the system is issued by the tenderer. During the said period of undertaking, the successful bidder will be responsible for the smooth working of the total system installed at the locations under this project and to ensure minimum 98% uptime. This task of management of project will be termed as 'Project Management' in the rest of the document.
17. Successful bidder shall depute minimum one engineer with required capability and experience to Install, re-install, relocate, configure, maintain and manage the said network including UPS , cable punching, during the Project Management period on Monday thru Saturday, 0900 Hrs to 1800 Hrs basis.

Scope of Training

18. Detailed training for operation and management of equipment to minimum 5 officials so that tenderer can handle the equipment, once the project management period is over.
19. The successful bidder shall impart hands on training with detailed course material on the installed equipment covering at least the following:-
 - a) Configuration and their operation of Networking Equipment and other equipment etc. supplied under the project. Training to be imparted at the tenderers site.
 - b) Trouble shooting and preventive maintenance
 - c) Basic Do's and Don'ts

20. The training shall be carried out for a period of two weeks as mentioned above for which the detailed training programme shall be submitted by the successful bidder.

SECTION 5 – DATA SHEETS

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Data Sheet	1	Important information and Important Dates
Data Sheet	2	Pre-Qualification Bib information and parameters
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Data Sheet	5	Milestones and Terms of Payment
Data Sheet	6	Service Level Agreement (SLA) Requirements

DATA SHEET 1

1. Important Information / data

	Subject	Data
1	Name of the work	APPOINTMENT OF AN ICT AGENCY for Establishing Managed Network infrastructure (Wired and Wi-Fi) and Operations and Maintenance Services in Delhi Development Authority
2	Name of the Client	Delhi Development Authority, Government of India
3.	Officer to whom Bid should be addressed / all correspondences should be made	Sh. Nitin Joshi, Dy Director (Systems), First Floor B Block, Delhi Development Authority Vikas Sadan, New Delhi 110007 - Tel : 011-24661470 Email:ddsqueries@dda.org.in
4	Officer to whom submissions / request for clarification may be addressed / sent	-same as above -
5	Address for Submission of original EMD (if mode of EMD is BG / DD)	-same as above-
6	Venue for opening of Bids	-same as above-
7	Venue of Pre-bid Conference	Conference Room, Ground Floor, B Blok, Vikas Sadan, INA, New Delhi
8	Account details for RTGS	RTGS should be made in the account of Sr. A.O. Cash Main, D.D.A having account No. 1014042405 with Central Bank of India, Vikas Sadan, I.N.A. branch, New Delhi (IFSC Code CBIN0282695).
9	Amount of E-tender Annual Charges	The bidders who are not registered in DDA and wish to bid in DDA tenders are required to pay annual charge of e-tendering of INR. 20,000.
10	Amount of EMD	INR. 40, 00,000
11	BG / DD to be made in favour of	A.O. Cash Main, DDA, New Delhi, payable at New Delhi
12	Exemption to MSME	100% exemption of e-tender annual charges

		50% exemption of EMD
13	Bid validity period	180 days from date of opening of Pre-qualification bids
14	Minimum average annual turnover in last 3 years	INR 100 Crores
16	Turnover requirement for three years for period ending	31-03-2019
17	Minimum number of qualified technical manpower required.	100
18	Expertise from the agency	Expertise in providing Managed network services and network security
19	Project duration	180 days (6 Months) for development and operational phase and 3 years O&M support
20	Projects, numbers and amounts required	(a) One Project of Value \geq INR 16.00 Crores OR (b) Two Projects of Value each \geq INR 10.00 Crores OR (c) Three Projects of value each \geq INR 6.00 Crores.
21	Technical Qualification criteria	The Bidder should be compliant to ALL the compliance parameters specified in Data Sheet 3. Bidder should Submit with the technical Bid, Unpriced BOQ Sheet (Data-sheet 4)

Important Dates/ Tentative schedule for selection process:

Release of this revised RFP (available on DDA website)	02.01.2020
Last date for submission of pre-bid queries / Request for Clarifications	07.01.2020 at 3:30 PM
Pre-bid Conference	09.01.2020 at 3:30 PM
Uploading of Response / Corrigendum to the RFP document	16.01.2020
Bid Submission Start date	30.01.2020 at 3:30 PM
Last Date for submission of bids (3 bids Pre-Qualification, Technical and Financial)	06.02.2020 by 3.30 PM
Opening of Pre-Qualification bids	07.02.2020 by 3.30 PM
Opening of Technical and Financial Bid	Will be intimated later to shortlisted applicants

DATA SHET 2

Qualification Criteria (Pre-Qualification Criteria)

The Bidders should meet the following Eligibility Criteria to participate in the Tender and should enclose supporting documents for fulfilling the Eligibility in the Pre-Qualification Bid. It is the responsibility of the bidder to satisfy the DDA norms regarding genuineness and validity of the document furnished. Bids accompanied by the documents not fulfilling the requirements outlined in this section will be subject to rejection.

Timely implementation of the project is the essence of this contract. Hence only those bidders having requisite capacity, capabilities, qualified man power and genuinely interested to meet our timelines are requested to participate in this tender.

Prequalification Bid Information and Parameters

1. Eligibility Guidelines:

- (i) The proposal can be submitted by an individual organization or a consortium. The Prime Bidder is encouraged to partner with expert organizations / institutes that have expertise in individual components of the scope of work.
- (ii) In case of a consortium, the consortium shall be of **maximum three partners** including prime bidder, the same shall be formed under a duly stamped consortium agreement and signed by the authorized signatories of the respective companies. In the event of a consortium, one of the partners shall be designated as a "Lead Partner". However, every member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project.
- (iii) The single vendor or its consortium, if any, will be designated as 'Bidder' or 'Vendor' for the remainder of this document.
- (iv) The bidder can provide project citations/ certifications of their group companies as well, duly supported with documents line work orders/agreements/client certifications.
- (v) The bidder should have the necessary legal registrations/ certifications/ clearances required for providing the services in scope of this RFP.
- (vi) Bidder should meet the requirements of parameters mentioned in para 2 below.

2. Pre-qualification parameters and Documents to be submitted in Prequalification bid

The Tenderers shall furnish all the required documents as given the Compliance Sheet below.

SN	Minimum Eligibility Criteria	Supporting documents to be submitted	Yes/No	Page No.
1.	Covering Letter for Technical Proposal and undertaking on total responsibility	Covering letter as Form A. To be signed in original by the authorized representative.		
2.	In case of Consortium, documentary proof and details of members	(1) MOU/Agreement of Consortium on an appropriate Non-Judicial		

		Stamp Paper, purchased by the Lead Partner/Member, between the Lead Partner/Member and his Consortium Member/Partner(s). (2) In the table on Form A, please provide details of each consortium partner clearly depicting the roles and Responsibilities of each member of Consortium		
3.	The Bidder (Sole Bidder / All Members of the Consortium) has to be a Company / entity registered under the Companies Act of India, 1956 / The Partnership Act 1932 / Limited Liability Partnership Act, 2008 and should have been in existence for at least five years as on 31 March 2019.	1) Certificate of Incorporation 2) Any documentary proof indicating that the bidder (Sole Bidder / Prime Bidder) is in the business of developing and operating Managed Network Infrastructure Projects. (3) certificate consequent to change of name, if applicable.		
4.	Bidder (Sole Bidder / All Members of the Consortium) should have ISO 9001: 2015 or better certification.	Registration Certificate and the ISO certificate should be submitted clearly mentioned the date of expiry and organization name.		
5.	The sole bidder/Members of Consortium should be registered in Indian service tax department and have valid Income Tax clearance certificate from Income tax department, valid Service Tax/ Sales Tax Registration certificates from concerned authorities. Also they should be registered with relevant regulatory authorities.	Valid documentary proof of: a) Income Tax Registration/PAN b) Goods and Service Tax (GST) identification Number (GISTIN) c) EPF Registration No. d) ESI Registration No. e) Income Returns for last three financial years as on 31 March 2019, In respect of Sole Bidder or each member of Consortium.		

(6)	Bidder should have a presence in Delhi with necessary active and SCS solution support team to qualify. This can be through any partner of consortium valid currently.	Any Address Proof or Self Declaration or to give an undertaking of opening a local service support Centre after Award of the Work/Contract in Form A.		
(7)	<p>Bidder (Sole Bidder / Consortium combined together) should have average annual turnover of more than such amount as mentioned in Data Sheet 1 from Managed Network Infrastructure Projects for each of the last three Financial Years ending on such date as mentioned in data sheet 1.</p> <p>In case of Consortium, Prime Bidder should have average annual turnover of more than Amount (INR ... Crores less than such as mentioned in Data Sheet 1 from Managed Network Infrastructure Projects for each of the last three Financial Years ending on such date as mentioned in data sheet 1.)</p>	<p>Copy of the Audited profit and loss statement/ balance sheet/ annual report for last 3 Years financial years ending date mentioned in data sheet 1, attested by Auditor / Company Secretary clearly mentioning the registration number. Certificate from Statutory Auditor/Company Secretary (mentioning the registration number) confirming the annual turnover for last 3 financial years ending date mentioned in data sheet 1 from each of the bidder in Form C.</p> <p>In case the bidder submits an un-audited financial result, a copy of the "Limited Review report" of financial results, prepared by the statutory auditor of the firm shall also be submitted.</p> <p>(Or)</p> <p>Those bidders whose statutory audits for Fy 2018-19 are yet to be completed, may submit provisional financials duly signed by the Company Directors and duly notarized. Turnover Certificate from CA to be enclosed.</p>		
8.	The Tenderer (Sole Bidder/Lead Member) should have executed / operationalized relevant projects (Related to Managed Network Infrastructure and its services) in	Necessary Documents to be submitted (self-certified PO copies with reference – name, email ID, Mobile no.		

	last 5 Years, as on Date of Bid Submission, in Government (or its Autonomous/ PSU/Subordinate Organisation/ Local Bodies etc.) or Large Corporations in India: Projects of numbers and amount mentioned in Data Sheet 1.	and designation of buyer and successful completion certificate) : (1) Details of Project works in Form F (2) Work Orders confirming area and year of activity. (3) Work Completion certificate.		
9	Authorization	The bidders should submit Board resolution (attested by statutory auditor / Company Secretary clearly mentioning the registration number) along with power of attorney (In case Power of Attorney is submitted in copy the same should be attested by the statutory auditor / Company Secretary clearly mentioning the registration number) for authorizing the signatory[Form D]		
10.	Proof of depositing EMD and Tender Annual Charges of requisite amount	Copy of RTGS/ NEFT acknowledgement Or Copy of BG or DD[Form E]		
11.	In case the bidder is claiming exemption of EMD / E-tender annual charges being an MSME / StartUps (Data Sheet 1)	(1) A copy of the registration certificate under the MSME Act 2006 (2) A copy of the registration certificate under the Startup Guidelines ... (3) A self-declaration indicating that the bidder is entitled for the exemption under the Government of India Policy.[Form A]		
12.	The Tenderer (Sole Bidder/ Lead Member (in case of Consortium)) must have such number of minimum Technically Qualified (in IT Networking and Managed Services related	Self-declaration in this regard[Form A]		

	field) Human Resources, as on the date of Bid Submission, as mentioned in Data sheet 1.			
13.	Bidder/Consortium partners should not be an entity which has been black-listed by India Government / any State Government / Local Body / PSU/ any other government institution, for any fraudulent activities, as on the bid submission date .	Affidavit / Self Declaration needs to be submitted in Form -A		
14.		A)		
15	Net worth of Bidder Company (Sole bidder /Consortium members) must be Positive in last three years (Fy. 2018-19, 2017-18, 2016-17) as per the audited Balance Sheet. For the purposes of this RFP, "Net Worth" mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited standalone balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.	Chartered Accountant Certificate as per Form C		
16	OEM Certificate declaration - Vendor should be a local partner/representative in Delhi for the supply and installation of items indicated in the Tender Documents by the Original Manufacturer	Declaration in Form A (OEM Certificates are to be provided in the Technical Bid)		

DATA SHEET 3 (Technical bid information and parameters)

1. The Bidder needs to meet ALL the specification Criteria as specified below in the Technical Compliance Sheet.
2. Technical Proposal is to be submitted electronically as per Form G, enclosing Technical compliance sheet and relevant document (publically available data sheets of the products) to support their claim.
3. For all items in the list of deliverables offered by the bidder, the manufacturer's part number should be clearly indicated. Offer of items without clear specification of part number is not acceptable and the bid shall be rejected.
4. Technical specification are with minimum 3 years warranty on all active components with next business day delivery of replacement of faulty hardware (NBD). Minimum 3 years warranty on all active components with next business day delivery of replacement of faulty hardware faulty hardware and minimum 10 Years performance warranty on passive components
5. Purchasing authority, may at any time, during the bid evaluation stage, on one week notice, call for physical verification of compliance submitted / confirmed by the bidder and any failure on this to demonstrate the submitted compliance upon physical verification will result in the bidder to be disqualified forthwith and recommended for Black listing in Govt. contracts.
6. Technical bid compliance sheets of all the products and services documented in the RFP are mentioned below: -

Technical Compliance Sheet

General Compliance

SN	Minimum Eligibility Criteria	Supporting documents to be submitted	Yes/No	Page No.
1	OEM Certification - Certificate authorizing the Vendor as local partner/representative in Delhi for the supply and installation of items indicated in the Tender Documents	Manufacturer Authorization Form (MAF) need to be submitted for all the products		
2	Switching - Quoted products should have IPv6 Ready Logo approval. All switches and Fibre Modules should be from same OEM	Relevant documents (Publically available datasheets of the products or other)needs to be submitted (Form-U)		
3	Structured cabling – The SCS brand should have direct presence from at least 5 years or more in India	Relevant documents (Publically available datasheets of the products or other) needs to be submitted (Form-V)		
4	All passive cable and components should be from same OEM	Relevant documents (Publically available datasheets of the products or other) to be submitted (Form-W)		
5.	All active networking equipment except UTM box should be from same OEM	Relevant documents (Publically available datasheets of the products		

		or other) to be submitted (Form-X)		
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Technical Specifications of Products

Group A: SECURITY PACKAGE: UNIFIED THREAT MANAGEMENT SYSTEM - 100 Users

SN	Specification	Compliance Yes/no
1	The quoted OEM for UTM should have presence in India from more than last five years.	
2	OEM should have support Centre in India.	
3	The proposed solution should support High Availability Active-Active mode and no separate cost for HA license.	
4	Appliance should have FCC and CE compliance.	
5	The proposed OEM for UTM should be a leader/Visionary in Gartner's Magic Quadrant for Network Firewalls	
6	Appliance Throughput	
7	Firewall throughput of 20 Gbps	
8	Minimum 2.5 Gbps of Antivirus Throughput	
9	Minimum 8,000,000 Concurrent sessions	
10	Minimum 4 Gbps of IPS throughput	
11	Minimum 120,000 New Sessions/second	
12	Minimum 1 Gbps of IPsec VPN throughput	
13	Minimum of 1000 IPsec Site to Site tunnel support and 100 SSL VPN user support. License for the same should be included in the BOM.	
14	Minimum of 6 x GBE Interfaces and 2 x GE SFP, 4 X 10 GE SFP+ with expansion slot to accommodate more ports.	
15	Should have minimum 4x10G sfp+ port fully loaded with 4 x 10Gbae SFP+(LR) module transceiver	
16	General Features	
17	Should be appliance based and rack mountable	
18	Intrusion Prevention System	
19	Gateway Anti-virus	
20	Gateway Anti-spam with DLP functionality	
21	Web Content & Application Filtering	
22	Web Application Firewall	
23	Bandwidth Management	
24	Inbuilt-on Appliance Reporting	
25	Sandboxing	
26	High Availability (Active-Active & Active-Passive)	

27	Network: OSPF, Round Robin load balance, RIPv2, BGP, equal & unequal cost load balance, High Availability, QoS, etc. Round Robin Balance, Server Load Balancing.	
28	Support for user authentication over SMS.	
29	Country Based Blocking, FQDN support and should support MIX mode deployment	
30	Gateway Antivirus, Anti-Spyware and Anti-Spam	
31	Virus, Worm, Trojan Detection and Removal, Automatic Virus signature database update, Real-Time blacklist, MIME header check, and Redirect spam mails to dedicated email address, image-spam filter, Spam Notification, Zero hour Virus outbreak protection.	
32	Web and Application Filtering:	
33	URL, Keyword, File type block, Block Java applets, cookies, ActiveX, Block malware, phishing, pharming URL, block P2P application, anonymous proxies, Customized block on group basis. Minimum of 80 categories with more than 160 million URLs supported. 2000+ application support categorized into Characteristics, Technology, Category and Risk Level.	
34	The proposed solution must work as a standalone HTTP proxy server with integrated Firewall, Anti-Virus, Anti-Spam, Content filtering, IPS.	
35	Blocking personal Gmail, yahoo, Hotmail etc. and allowing only hosted email domains.	
36	Authentication:	
37	Should support for IEEE 802.1X (RADIUS authentication)	
38	Security Features	
38	Intrusion Prevention System (IPS): For different attacks like Mail Attack, FTP Attack, HTTP Attack, DNS Attack, ICMP Attack, TCP/IP Attack, DOS and DDOS Attack, Source and Destination NAT, TelNet Attack. Signatures: Default (5000+), Custom, IPS Policies: Multiple, Custom, User-based policy creation, Automatic real-time updates, Protocol Anomaly Detection.	
39	Web Application Firewall (WAF):	
40	Should have an option of WAF with Positive Protection Module, Protection against SQL Injections, Cross Site Scripting (XSS), Session Hijacking, URL tampering, Cookie Poisoning, Reverse Proxy, Extensive Logging and reporting. If external, then has to be quoted separately.	
41	Advance Threat Protection:	
42	Advanced Threat Protection (Detect and block network traffic attempting to contact command and control servers using multi-layered DNS, AFC, and firewall)	
44	VPN:	

45	IPsec, L2TP, PPTP and SSL as a part of Basic Appliance, VPN redundancy, Hub and Spoke support, 3DES, DES, AES, MD5,SHA1 Hash algorithms, IPsec NAT Transversal.	
46	Load Balance:	
47	For Automated Failover/Failback, Multi-WAN failover, WRR based Load Balancing. High availability: Active-Active. QoS, OSPF, RIPv2, BGP, Policy routing based on Application and User support Round Robin Load Balancing.	
48	Bandwidth Management:	
49	Application and user identity based bandwidth management, Multi WAN bandwidth reporting, Guaranteed and Burstable bandwidth policy. Bandwidth for User, Group, Firewall Rule, URL and Applications.	
50	Monitoring and Reporting System:	
51	Includes Integrated Web Based reporting,, Monitoring & Logging, Monitoring suspicious activity and alerts , Graphical real-time and historical monitoring, email notification of reports, viruses and attacks reports. IPS, Web filter, Antivirus, Anti-spam system reports. IP and User basis report, 45+ Compliance reports and 1200+ drilled down reports on the appliance.	
52	Should provide User Threat report for actionable security intelligence, helping Administrators identify risky users with ease within the organization's network.	
53	License for UTM (Unified Threat Management)	
54	Three Year round the clock support for Gate Way Antivirus, spyware, Anti-Spam, WAF, content and application filtering, IPS, CASB, reporting and support, Upgrades.	
55	License period will be counted after activation.	

Group B: SECURITY PACKAGE: UNIFIED THREAT MANAGEMENT SYSTEM - 600 Users

SN	Specification	Compliance Yes/no
1	Basic Criteria	
2	The quoted OEM for UTM should have presence in India from more than last five years.	
3	OEM should have support Centre in India.	
4	The proposed solution should support High Availability Active-Active mode and no separate cost for HA license.	
5	Appliance should have FCC and CE compliance.	
6	The proposed OEM for UTM should be a leader/Visionary in Gartner's Magic Quadrant for Network Firewalls	
7	Appliance Throughput	
8	Firewall throughput of 40 Gbps	
9	Minimum 6 Gbps of Antivirus Throughput	
10	Minimum 15,000,000 Concurrent sessions	
11	Minimum 8 Gbps of IPS throughput	

12	Minimum 200,000 New Sessions/second	
13	Minimum 3 Gbps of IPsec VPN throughput	
14	Minimum of 3000 IPsec Site to Site tunnel support and 300 SSL VPN user support. License for the same should be included in the BOM.	
15	Minimum of 8 x GBE Interfaces, 2 x GE SFP+ and 4 X 10 GE SFP+ with expansion slot to accommodate more ports. Should support expansion slot to accommodate more ports if required.	
16	Should have minimum 4x10G sfp+ port fully loaded with 4 x 10Gbae SFP+(LR) module transceiver	
17	General Features	
18	Should be appliance based and rack mountable	
19	Intrusion Prevention System	
20	Gateway Anti-virus	
21	Gateway Anti-spam with DLP functionality	
22	Web Content & Application Filtering	
23	Web Application Firewall	
24	Bandwidth Management	
25	Inbuilt-on Appliance Reporting	
26	High Availability (Active-Active & Active-Passive)	
27	Network: OSPF, Round Robin load balance, RIPv2, BGP, equal & unequal cost load balance, High Availability, QoS, etc. Round Robin Balance, Server Load Balancing.	
28	Support for user authentication over SMS.	
29	Country Based Blocking, FQDN support and should support MIX mode deployment	
30	Gateway Antivirus, Anti-Spyware and Anti-Spam	
	Virus, Worm, Trojan Detection and Removal, Automatic Virus signature database update, Real-Time blacklist, MIME header check, and Redirect spam mails to dedicated email address, image-spam filter, Spam Notification, Zero hour Virus outbreak protection.	
31	Web and Application Filtering:	
32	URL, Keyword, File type block, Block Java applets, cookies, ActiveX, Block malware, phishing, pharming URL, block P2P application, anonymous proxies, Customized block on group basis. Minimum of 80 categories with more than 160 million URLs supported. 2000+ application support categorized into Characteristics, Technology, Category and Risk Level.	
33	The proposed solution must work as a standalone HTTP proxy server with integrated Firewall, Anti-Virus, Anti-Spam, Content filtering, IPS.	
34	Blocking personal Gmail, yahoo, Hotmail etc. and allowing only hosted email domains.	
35	Authentication:	

36	Should support for IEEE 802.1X (RADIUS authentication)	
37	Security Features	
38	Intrusion Prevention System (IPS): For different attacks like Mail Attack, FTP Attack, HTTP Attack, DNS Attack, ICMP Attack, TCP/IP Attack, DOS and DDOS Attack, Source and Destination NAT, TelNet Attack. Signatures: Default (5000+), Custom, IPS Policies: Multiple, Custom, User-based policy creation, Automatic real-time updates from CR Protect networks, Protocol Anomaly Detection.	
39	Web Application Firewall (WAF):	
40	Should have an option of WAF with Positive Protection Module, Protection against SQL Injections, Cross Site Scripting (XSS), Session Hijacking, URL tampering, Cookie Poisoning, Reverse Proxy, Extensive Logging and reporting. If external, then has to be quoted separately.	
41	Advance Threat Protection:	
42	Advanced Threat Protection (Detect and block network traffic attempting to contact command and control servers using multi-layered DNS, AFC, and firewall)	
43	VPN:	
44	IPsec, L2TP, PPTP and SSL as a part of Basic Appliance, VPN redundancy, Hub and Spoke support, 3DES, DES, AES, MD5,SHA1 Hash algorithms, IPsec NAT Transversal.	
45	Load Balance:	
46	For Automated Failover/Failback, Multi-WAN failover, WRR based Load Balancing. High availability: Active-Active. QoS, OSPF, RIPv2, BGP, Policy routing based on Application and User support Round Robin Load Balancing.	
47	Bandwidth Management:	
48	Application and user identity based bandwidth management, Multi WAN bandwidth reporting, Guaranteed and Burstable bandwidth policy. Bandwidth for User, Group, Firewall Rule, URL and Applications.	
49	Monitoring and Reporting System:	
50	Includes Integrated Web Based reporting,, Monitoring & Logging, Monitoring suspicious activity and alerts , Graphical real-time and historical monitoring, email notification of reports, viruses and attacks reports. IPS, Web filter, Antivirus, Anti-spam system reports. IP and User basis report, 45+ Compliance reports and 1200+ drilled down reports on the appliance.	
51	Should provide User Threat report for actionable security intelligence, helping Administrators identify risky users with ease within the organization's network.	
52	License for UTM (Unified Threat Management)	
53	Three Year round the clock support for Gate Way Antivirus, spyware, Anti-Spam, WAF, content and application filtering. IPS, CASB, reporting and support, Upgrades.	
54	License period will be counted after activation.	

Group C: SECURITY PACKAGE: UNIFIED THREAT MANAGEMENT SYSTEM- 2000 Users

SN	Specification	Compliance Yes/no
1	Basic Criteria	
2	The quoted OEM for UTM should have presence in India from more than last five years.	
3	OEM should have support Centre in India.	
4	The proposed solution should support High Availability Active-Active mode and no separate cost for HA license	
5	The Appliance should have FCC and CE compliance	
6	The proposed OEM for UTM should be a leader/Visionary in Gartner's Magic Quadrant for Network Firewalls	
7	Appliance Throughput	
8	Firewall throughput of 60 Gbps	
9	Minimum 8 Gbps of Antivirus Throughput	
10	Minimum 25,000,000 Concurrent sessions	
11	Minimum 15 Gbps of IPS throughput	
12	Minimum 200,000 New Sessions/second	
13	Minimum 5 Gbps of IPsec VPN throughput	
14	Minimum of 3000 IPsec Site to Site tunnel support and 300 SSL VPN user support. License for the same should be included in the BOM.	
15	Minimum of 8 x GBE Interfaces. Must have option for 2 x GE SFP and 4 X 10 GE SFP+ with expansion slot to accommodate more ports if required. Should have minimum 4x10G sfp+ port fully loaded with 4 x 10Gbae SFP+(LR) module transceiver	
16	Should have minimum of 300 GB SSD drives in RAID, If not quote Separate solution with 1TB storage in RAID config.	
17	General Features	
18	Should be appliance based and rack mountable	
19	Intrusion Prevention System	
20	Gateway Anti-virus	
21	Gateway Anti-spam with DLP functionality	
22	Web Content & Application Filtering	
23	Web Application Firewall	
24	Bandwidth Management	
25	Inbuilt-on Appliance Reporting	
26	High Availability (Active-Active & Active-Passive)	
27	Network: OSPF, Round Robin load balance, RIPv2, BGP, equal & unequal cost load balance, High Availability, QoS, etc. Round Robin Balance, Server Load Balancing.	
28	Support for user authentication over SMS.	

29	Country Based Blocking, FQDN support and should support MIX mode deployment	
30	Gateway Antivirus, Anti-Spyware and Anti-Spam	
	Virus, Worm, Trojan Detection and Removal, Automatic Virus signature database update, Real-Time blacklist, MIME header check, and Redirect spam mails to dedicated email address, image-spam filter, Spam Notification, Zero hour Virus outbreak protection.	
31	Web and Application Filtering:	
32	URL, Keyword, File type block, Block Java applets, cookies, ActiveX, Block malware, phishing, pharming URL, block P2P application, anonymous proxies, Customized block on group basis. Minimum of 80 categories with more than 160 million URLs supported. 2000+ application support categorized into Characteristics, Technology, Category and Risk Level.	
33	The proposed solution must work as a standalone HTTP proxy server with integrated Firewall, Anti-Virus, Anti-Spam, Content filtering, IPS.	
34	Blocking personal Gmail, yahoo, Hotmail etc. and allowing only hosted email domains.	
35	Authentication:	
36	Should support for IEEE 802.1X (RADIUS authentication)	
37	Security Features	
38	Intrusion Prevention System (IPS): For different attacks like Mail Attack, FTP Attack, HTTP Attack, DNS Attack, ICMP Attack, TCP/IP Attack, DOS and DDOS Attack, Source and Destination NAT, Telnet Attack. Signatures: Default (5000+), Custom, IPS Policies: Multiple, Custom, User-based policy creation, Automatic real-time updates Protocol Anomaly Detection.	
39	Web Application Firewall (WAF):	
40	Should have an option of WAF with Positive Protection Module, Protection against SQL Injections, Cross Site Scripting (XSS), Session Hijacking, URL tampering, Cookie Poisoning, Reverse Proxy, Extensive Logging and reporting. If external, then has to be quoted separately.	
41	Advance Threat Protection:	
42	Advanced Threat Protection (Detect and block network traffic attempting to contact command and control servers using multi-layered DNS, AFC, and firewall)	
43	VPN:	
44	IPsec, L2TP, PPTP and SSL as a part of Basic Appliance, VPN redundancy, Hub and Spoke support, 3DES, DES, AES, MD5,SHA1 Hash algorithms, IPsec NAT Transversal.	
45	Load Balance:	

46	For Automated Failover/Failback, Multi-WAN failover, WRR based Load Balancing. High availability: Active-Active. QoS, OSPF, RIPv2, BGP, Policy routing based on Application and User support Round Robin Load Balancing.	
47	Bandwidth Management:	
48	Application and user identity based bandwidth management, Multi WAN bandwidth reporting, Guaranteed and Burstable bandwidth policy. Bandwidth for User, Group, Firewall Rule, URL and Applications.	
49	Monitoring and Reporting System:	
50	Includes Integrated Web Based reporting,, Monitoring & Logging, Monitoring suspicious activity and alerts , Graphical real-time and historical monitoring, email notification of reports, viruses and attacks reports. IPS, Web filter, Antivirus, Anti-spam system reports. IP and User basis report, 45+ Compliance reports and 1200+ drilled down reports on the appliance.	
51	Should provide User Threat report for actionable security intelligence, helping Administrators identify risky users with ease within the organization's network.	
52	License for UTM (Unified Threat Management)	
53	Three Year round the clock support for Gate Way Antivirus, spyware, Anti-Spam, WAF, content and application filtering. IPS, CASB, reporting and support, Upgrades.	
54	License period will be counted after activation.	

**Group D: ACTIVE PACKAGE - SWITCHING AND ACCESS POINTS
SWITCHING**

SN	Specification	Compliance Yes/no
	24 Port Core Switch	
1	Hardware and Performance	
2	Switch should be fixed form factor based configuration to support at-least 24*1/10G sfp+ and 2*40/100G uplink ports.	
3	Switch must have redundant power supplies(1+1) and fans(N+1)	
4	Switch should have field replaceable power supplies and FAN trays	
5	Switch should have non-blocking architecture and should work at line rate.	
6	Shall support modern modular operating system designed for scalability and reliability	
7	L2 Feature	
8	Switch should support Ethernet standards like IEEE802.1p, IEEE802.1Q, Flow control, Jumbo frame, 802.1D, 802.1w, 802.1s, Jumbo frames, 802.3ad, private vlan, 4K Vlans	
9	Switch should support vlans based on ports, MAC address, IP-Subnet based vlan	

10	Switch should support LLDP	
11	L3 Features	
12	Switch must have routing protocols like BGP, OSPFv3 , ISISv4, VXLAN,BFD , PIM, SSM, Policy based routing	
13	Switch should support VRRP, Should support active-active port channelling mechanism.	
14	Switch should support at least 2GB Packet buffer memory.	
15	Switch should support EVPN (IPv4 & IPv6) based services for Layer-3 Campus Network	
16	Security	
17	Switch should support IP Source guard, ARP inspection	
18	Switch should support Ingress ACL Scale of 10k or better.	
19	Switch should support real time data collection with sflow/netflow.	
20	QoS features	
21	Switch should support 8 queues per port	
22	Switch should support QoS classification and policing	
23	Switch should support priority queuing, DSCP, traffic shaping	
24	Switch should support control plane policing to protect switch CPU from DoS attack	
25	Switch should support IEEE 1588/NTP	
26	Management and Troubleshooting	
27	Switch should support telnet, ssh, https, SNMPv3, configuration rollback feature for ease of management	
28	Switch may support API Driven configuration and support Netconf and Restconf using YANG data model. It may support automation tool like python	
29	Switch should support port mirroring based on Inbound & outbound, mirroring based on ports, vlans.	
30	Switches need to be provided with all software license from day-1 as per RFP specification	
31	Switch should support telemetry from Day 1	

SN	Specification	Compliance Yes/no
	24 Port Distribution Switch	
1	Hardware and Performance	
2	Switch should be fixed 1RU based configuration to support at least 24*1G Copper Port and 4*10G sfp+ uplink port	
3	The switch should come with 4 SFP-LR ports from day one,	
4	Switch must have redundant power supplies(1+1) and fans(N+1)	
5	Switch should have field replaceable power supplies and FAN trays	
6	Switch should have non-blocking architecture and should work at line rate.	

7	Shall support modern modular operating system designed for scalability and reliability	
8	L2 Feature	
9	Switch should support Ethernet standards like IEEE802.1p, IEEE802.1Q, Flow control, Jumbo frame, 802.1D, 802.1w, 802.1s, Jumbo frames, 802.3ad, private vlan, 4K VLANS	
10	Switch should support vlans based on ports, MAC address, IP-Subnet based vlan	
11	Switch should support LLDP	
12	L3 Features	
13	Switch must have routing protocols like BGPv4, OSPFv3 , ISISv4,BFD , PIM, SSM, Policy based routing	
14	Switch should support VRRP, Should support active-active port channeling mechanism.	
15	Security	
16	Switch should support IP Source guard, ARP inspection	
17	Switch should support Ingress ACL Scale of 2k or better.	
18	Switch should support real time data collection with sflow/netflow.	
19	QoS features	
20	Switch should support 8 queues per port	
21	Switch should support QoS classification and policing	
22	Switch should support priority queuing, DSCP, traffic shaping	
23	Switch should support control plane policing to protect switch CPU from DoS attack	
24	Switch should support IEEE 1588/NTP	
25	Management and Troubleshooting	
26	Switch should support telnet, ssh, https, SNMPv3, configuration rollback feature for ease of management	
27	Switch may support API Driven configuration and support Netconf and Restconf using YANG data model. It may support automation tool like python	
28	Switch should support port mirroring based on Inbound & outbound, mirroring based on ports, vlans.	
29	Switches need to be provided with all software license from day-1 as per RFP specification	
30	Switch should support telemetry from Day 1	

SN	Specification	Compliance Yes/no
	24 Port Access Switch	
1	Performance and Scalability	
2	The switch should have minimum of 24*10M/100M/1G Ethernet Ports and 4*10G sfp+ or better Uplink Ports in 1 RU fixed Form Factor	

3	The switch should support minimum of 30W (802.11at) on at least 12 Ports.	
4	Switch should have non-blocking architecture and should work at line rate.	
5	Switch should have field replaceable power supplies and FAN trays	
6	Switch should Provide persistent/constant PoE power even when switch is under maintenance	
7	Shall support modern modular operating system designed for scalability and reliability	
8	L2 Feature	
9	Switch should support Ethernet standards like IEEE802.1p, IEEE802.1Q, Flow control, Jumbo frame, 802.1D, 802.1w, 802.1s, 802.3ad, private vlan	
10	Switch should support vlans based on ports, MAC address, IP-Subnet based vlan / 802.1x	
11	Switch should support LLDP	
12	Switch should support IPv4 and IPv6. The Switch should be able to discover (on both IPv4 & IPv6 Network) the neighbouring device giving the details about the platform, IP Address, Link connected through etc, thus helping in troubleshooting connectivity problems.	
13	Network security features	
14	The switch should support IEEE 802.1x providing user authentication, authorization and CoA.	
15	The switch should support SSHv2, SNMPv3, TACACS+ and RADIUS	
16	The switch should support MAC address notification to allow administrators to be notified of users added to or removed from the network.	
17	Switch should support Ingress ACL Scale of 2k or better.	
18	Switch should support real time data collection with sflow/netflow.	
19	Quality of Service (QoS) & Control	
20	The switch should support 8 egress queues per port to enable differentiated management	
21	The switch should support Standard 802.1p CoS field classification and Differentiated services code point (DSCP) field classification	
22	The switch should support Rate Limiting function to guarantee bandwidth	
23	Switch should support IEEE 1588/NTP	
24	Operation and Management	
25	Switch should have dedicated management port and USB ports to upload configuration files and image	
26	Management and Troubleshooting	
27	Switch should support telnet, ssh, https, SNMPv3, configuration rollback feature for ease of management	
28	Switch may support API Driven configuration and support Netconf and Restconf using YANG data model. It may support automation tool like python	
29	Switch should support port mirroring based on Inbound & outbound, mirroring based on ports, vlans.	

30	Switches need to be provided with all software license from day-1 as per RFP specification	
31	Switch should support telemetry	

SN	Specification	Compliance Yes/no
	48 Port Distribution Switch	
1	Hardware and Performance	
2	Switch should be fixed 1RU based configuration to support at least 48*1G Copper Port and 4*10G sfp+ uplink port	
3	The switch should come with 4 SFP-LR ports from day one,	
4	Switch must have redundant power supplies(1+1) and fans(N+1)	
5	Switch should have field replaceable power supplies and FAN trays	
6	Switch should have non-blocking architecture and should work at line rate.	
7	Shall support modern modular operating system designed for scalability and reliability	
8	L2 Feature	
9	Switch should support Ethernet standards like IEEE802.1p, IEEE802.1Q, Flow control, Jumbo frame, 802.1D, 802.1w, 802.1s, Jumbo frames, 802.3ad, private vlan	
10	Switch should support vlans based on ports, MAC address, IP-Subnet based vlan	
11	Switch should support LLDP	
12	L3 Features	
13	Switch must have routing protocols like BGPv4, OSPFv3 , ISISv4,BFD , PIM, SSM, Policy based routing	
14	Switch should support VRRP, Should support active-active port channeling mechanism.	
15	Security	
16	Switch should support IP Source guard, ARP inspection	
17	Switch should support Ingress ACL Scale of 2k or better.	
18	Switch should support real time data collection with sflow/netflow.	
19	QoS features	
20	Switch should support 8 queues per port	
21	Switch should support QoS classification and policing	
22	Switch should support priority queuing, DSCP, traffic shaping	
23	Switch should support control plane policing to protect switch CPU from DoS attack	
24	Switch should support IEEE 1588/NTP	
25	Management and Troubleshooting	
26	Switch should support telnet, ssh, https, SNMPv3, configuration rollback feature for ease of management	

27	Switch may support API Driven configuration and support Netconf and Restconf using YANG data model. It may support automation tool like python	
28	Switch should support port mirroring based on Inbound & outbound, mirroring based on ports, vlans.	
29	Switches need to be provided with all software license from day-1 as per RFP specification	
30	Switch should support telemetry from Day 1	

SN	Specification	Compliance Yes/no
	48 Port Access Switch	
1	Performance and Scalability	
2	The switch should have minimum of 48*10M/100M/1G Ethernet Ports and 4*10G sfp+or better Uplink Ports in 1 RU fixed Form Factor	
3	The switch should support minimum of 30W (802.11at) on at least 24 Ports	
4	Switch should have non-blocking architecture and should work at line rate.	
5	Switch should have field replaceable power supplies and FAN trays	
6	Switch should Provide persistent/constant PoE power even when switch is under maintenance	
7	Shall support modern modular operating system designed for scalability and reliability	
8	L2 Feature	
9	Switch should support Ethernet standards like IEEE802.1p, IEEE802.1Q, Flow control, Jumbo frame, 802.1D, 802.1w, 802.1s, 802.3ad, private vlan	
10	Switch should support vlans based on ports, MAC address, IP-Subnet based vlan / 802.1x	
11	Switch should support LLDP	
12	Switch should support IPv4 and IPv6. The Switch should be able to discover (on both IPv4 & IPv6 Network) the neighbouring device giving the details about the platform, IP Address, Link connected through etc, thus helping in troubleshooting connectivity problems.	
13	Network security features	
14	The switch should support IEEE 802.1x providing user authentication, authorization and CoA.	
15	The switch should support SSHv2, SNMPv3, TACACS+ and RADIUS	
16	The switch should support MAC address notification to allow administrators to be notified of users added to or removed from the network.	
17	Switch should support Ingress ACL Scale of 2k or better.	
18	Switch should support real time data collection with sflow/netflow.	
19	Quality of Service (QoS) & Control	
20	The switch should support 8 egress queues per port to enable differentiated management	

21	The switch should support Standard 802.1p CoS field classification and Differentiated services code point (DSCP) field classification	
22	The switch should support Rate Limiting function to guarantee bandwidth	
23	Switch should support IEEE 1588/NTP	
24	Operation and Management	
25	Switch should have dedicated management port and USB ports to upload configuration files and image	
26	Management and Troubleshooting	
27	Switch should support telnet, ssh, https, SNMPv3, configuration rollback feature for ease of management	
28	Switch may support API Driven configuration and support Netconf and Restconf using YANG data model. It may support automation tool like python	
29	Switch should support port mirroring based on Inbound & outbound, mirroring based on ports, vlans.	
30	Switches need to be provided with all software license from day-1 as per RFP specification	
31	Switch should support telemetry	

WIFI CONTROLLER SOLUTION

SN	Specification	Compliance Yes/no
1	Solution Architecture	
2	The System Architecture enlists the expectation from the "Total Solution", that are common to Wi-Fi services including, but not limited to, Access, WIDS and WIPS.	
3	The proposed Wi-Fi controller(s) should be cloud based Management solution, it shall be compatible with public cloud service platforms such as Google Cloud Platform or Amazon Web Services	
4	Solution must support an independent intelligent edge architecture for Wi-Fi access. In case of non-reachability of the controller, all WLAN services should be delivered at the edge.	
5	All Wi-Fi, WIDS, WIPS & RRM (Radio resource management) services should be functional if the link between AP/Sensor and its management controller goes down. It must also be possible to on board new clients in such a scenario.	
6	The solution must facilitate Control and Provisioning of Wireless Access Point devices and ensure data encryption between access point devices and controllers across remote WAN/LAN links	
7	The solution should support deployment of set policies across the WiFi AP devices placed on different network segments over LAN and WAN.	
8	Management Controller	
9	The Controller must provide centralized Wi-Fi and WIPS management system	

10	The Controller should have the capability to control minimum 1000 numbers of AP & Sensor devices. Quote should include all required licenses to support 1000 Access point and sensor (IPS) devices along with HA.	
11	The controller must have AP Group based policy management and administration.	
12	The Controller should have role based admin rights to manage the controller.	
13	The controller should support open API's for integration with 3rd party configuration management, inventory management, performance management, process automation, reporting, WLAN monitoring tools etc.	
14	The controller should enable application visibility and control. It should display list of applications with their data usage for a specific SSID.	
15	The Solution should allow blocking traffic based on IP address, port, URL, hostname, application etc. and QoS (for example: bandwidth restriction for the SSID, QoS tagging of special traffic like Voice) at the edge (AP).	
16	The solution should locate wireless devices (APs and Clients) on floor maps	
17	The solution must provide location tracking of a DoS attacker	
18	Controller should support SNMP v1, v2c, v3	
19	The controller should provide remote packet capture for troubleshooting	
20	The system should support remote packet captures on AP radio and Ethernet ports without disrupting the client connectivity of any of the APs.	
21	The solution should maintain controller user action logs which should include all activities performed by the user like login, any configuration changes made on the system, device deletion, device authorization, log out etc., for at least 90 days.	
22	The solution should enable wireless client association analytics logs which should record client MAC address, AP connected to, data transfer, data rate, session duration, content - domain (http, https, IP address), for at least 30 days	
23	The solution must allow VLAN segmentation at the edge.	
24	Time Schedules - the solution must allow configuration of time schedules when WLAN is / isn't available (For example: SSIDs can be active from 9 am to 5 pm and then automatically disabled)	
25	Solution should support External Splash Page	
26	The solution should support RADIUS and OTP-based authentication mechanisms (SMS gateway to be provided by Customer in case of OTP based authentication) for Guest users	
27	Solution should support "Walled Garden" or equivalent feature for Guest Network	
28	Solution should support URL redirection	
29	Management and Monitoring	
30	The solution must provide hierarchical alerts wherein sub-events are correlated under parent incident alert thereby enabling event correlation	

31	The solution should have all locations consolidated dashboard and location-specific dashboard as well.	
32	The solution must send notifications based on location and alarm type	
33	Client Fingerprinting - The solution should detect and identify all types of Wi-Fi enabled client devices.	
34	The solution must provide a device summary (for APs, and clients) report per location	
35	The solution must allow automatic schedules for report generation and distribution of reports to Specific users via email	
36	The solution should provide alerts for impact on WLAN performance such as High client associations	
37	The solution should provide alerts for impact on WLAN performance such as Excessive frame re-transmissions	
38	The solution should provide alerts for impact on WLAN performance such as Low average data rate for a client	
39	The solution should provide alerts for impact on WLAN performance such as Drop in Signal of an access point	
40	The solution should provide alerts for impact on WLAN performance such as Inadequate coverage depicted by excessive probe requests / responses	
41	The controller and Wi-Fi AP devices management should support command line (ssh / telnet) and as well as web based (https) administration	
42	The solution shall support Location tracking of any particular client and AP	
43	The solution should support automated root cause analysis of WiFi issues such as low RSSI, low data rate, Authentication related issue.	
44	The solution should highlight client connection failures during association, authentication and network entry. It should also identify the cause of failure.	
45	Software & System Management	
46	he system should support manual and scheduled automatic system backup.	
47	The controller and AP can be on different software versions.	
48	The controller should be able to rollback all APs/group of APs to previous version.	
49	The Controller Upgrade should not disrupt Wi-Fi and WIPS services.	
50	The AP Upgrade to controller version should be flexible and be scheduled on per AP/AP group or site basis as required.	
51	For management and monitoring operations, the controller must provide a web interface, command-line interface, and APIs.	
52	The Solution shall support Hitless AP upgrade feature	
53	WIPS	
54	The Threat detection in the solution must be based on behavioural model and should be independent on signatures and threshold tuning (resilience against Zero-day attacks)	

55	The solution must auto-classify APs precisely in different categories as managed / authorized (i.e.. managed device connected to the networks), external (i.e. un-managed APs not connected to the networks, e.g. neighbours), and rogue APs (un-managed AP connected to the networks)	
56	The solution must have the capability of auto classifying Wi-Fi clients as authorized (man- aged clients connecting to the network), guest, rogue (un-managed client attempting connection to the network) or external (unmanaged not connecting to the network e.g. neighbour), in addition to manual classification	
57	The solution must correctly detect smart phones connecting to the network and classify them as approved or unapproved	
58	The solution must be able to detect and automatically prevent all types of Rogue (unauthorized APs connected to the network) APs, such as Bridge and NAT	
59	The solution must be able to detect and automatically prevent all types of Rogue (unauthorized APs connected to the network) APs, such as MAC-adjacent Open/Encrypted Wi-Fi Routers	
60	The solution must be able to detect and automatically prevent all types of Rogue (unauthorized APs connected to the network) APs, such as Non-MAC-adjacent OPEN Wi-Fi Routers	
61	The solution must be able to detect and automatically prevent all types of Rogue (unauthorized APs connected to the network) APs, such as Virtual APs on network connected laptops (e.g. Connectivity software on Windows 7/10)	
62	The solution must be able to detect and automatically prevent all types of Rogue (unauthorized APs connected to the network) APs, such as Non-MAC adjacent APs having MAC ACLs	
63	The solution must be able to detect and automatically prevent all Wi-Fi enabled devices such as smartphones bridging / ICS when connected to the network	
64	The solution must detect mis-configured authorized APs and automatically prevent them.	
65	The solution should detect and prevent outside client trying to connect to the WLAN	
66	The solution must detect Honey Pot attacks including its advanced variants such as Multiport attack. It should be able to prevent the authorized client from connecting to a honeypot AP.	
67	The WIPS solution should NOT affect the operation of an external (i.e. neighbour) or a managed access point while preventing a rogue AP on the same channel.	
68	A single device should simultaneously block multiple threats on multiple channels	
69	The solution must be able to detect wireless Denial of Service (DoS) attacks	
70	Quoted Wi-Fi controllers should support quoted Wi-Fi Access point devices.	

71	The solution must provide forensic data aggregated for major threat vectors like Rogue AP, Honeypot AP, Mis-Configured AP, DoS, Unauthorized Association, Ad Hoc Networks, Bridging/ICS Client, Mis-Association.	
72	Guest Management	
73	The solution should include web based guest user creation by front office users	
74	The solution should support self-registration by guest users and admin users can approve the registration.	
75	The solution should allow blocking of guest user for specific time frame between two association sessions.	
76	The solution should support restricted wireless connectivity (e.g., Internet only) to guest clients using portal page.	
77	The solution should support portal page that can be used to display the terms and conditions of accessing the guest network as well as any other information as needed.	
78	The solution should support for Login Timeout, Blackout Time, Redirect to URL and walled garden settings.	
79	The solution should support multiple custom portals - separate portals can be configured for each SSID.	
80	The solution should support authentication using social plugins - guest users can access WiFi using their social media account credentials.	
81	The solution should support authentication using private guest book account.	
82	The solution should support creating a custom portal for click-through access, portal page can also be created to ask user to fill some basic information like name, age, email to provide access to WiFi.	
83	The solution should support SMS OTP-based authentication support.	
84	Dashboard and Analytics	
85	The solution should support a dashboard that provides daily, weekly and monthly overview of the statistics related to demographic data about visitors using guest Wi-Fi, demographic data of visitors using guest Wi-Fi, dwell time.	
86	The solution should display graphs representing the visitor distribution by days and locations, and visitor dwell time by days and locations.	
87	The solution should provide graphical visualization of data received, transmitted, and total data exchange by days and location.	
88	Coverage and Capacity Planning	
89	Vendor should provide the location of Access Points on the floor plan for all buildings (building drawings and a tentative location plan will be provided by us).	
90	Vendor should provide OEM's certified Coverage heat map for 2.4 GHz and 5 GHz separately with -65dBm RSSI threshold for 2.4 GHz. All coverage loopholes in the premises should be indicated clearly.	
91	Vendor should provide OEM's certified AP coverage redundancy map.	

92	For manual channel allocation, vendor should provide OEM's certified channel allocation map and interference map with minimum interference.	
93	License, Warranty and Support	
94	The Total solution should come with all required feature licenses from first day of installation	
95	The Total solution should have 3 years hardware/Software/Licenses warranty for AP's, controller, Adapters and every item supplied as a part of solution	
96	The Total solution should have technical support for Hardware, Software, Software upgrades, all license cost from the OEM for first 3 years.	
97	The Total solution should come with the latest and updated version available at no extra cost	
98	Any new release of firmware and software must be updated regularly within 3 years warranty term.	
99	Should Provide TAC support direct from OEM not from outsourced TAC	

INDOOR WIFI ACCESS POINTS

SN	Specification	Compliance Yes/no
1	AP – Features	
2	AP should support at least IEEE Wi-Fi 802.11ac Wave 2 standard.	
3	AP should able to discover controllers on the same L2 domain.	
4	AP must able to discover controller across L3 network.	
5	AP must support Advanced Encryption Standards (AES), Temporal Key Integrity Protocol (TKIP).	
6	Wi-Fi AP devices and the solution must support the following protocols: IEEE 802.11a/b/g, IEEE 802.11n, IEEE 802.11ac (WAVE 2), IEEE 802.11h, IEEE 802.11d, 802.11i, 802.11 r/k/v	
7	The Wi-Fi AP devices and the solution should support the following authentication methods: 802.1X support, per-session encryption keys (WPA2)	
8	Wi-Fi APs and the system must support Fast Handoff between APs.	
9	Wi-Fi APs and the system should have ability to set SSIDs as bridge or NAT.	
10	Wi-Fi APs and the system should have support for 802.1Q VLANs.	
11	Wi-Fi AP devices should support configurable management VLAN.	
12	Supply should include ceiling/wall mountable units equal to the no. of APs quoted.	
13	APs shall be compliant with all applicable national regulations.	
14	AP should support integration with cloud-based and standalone on-prem controller.	
15	AP must support SSH protocol for local or remote access to device through CLI.	
16	At least 8 SSIDs shall be supported in each of the 2.4GHz and 5GHz bands, with the ability to map each SSID to a separate VLAN.	

17	The SSID profiles/configurations of 2.4GHz and 5GHz radios should be independent.	
18	APs shall support Hotspot 2.0 Release 2.	
19	The device must be capable of providing Wi-Fi access with 24/7 wireless intrusion prevention (WIPS) in a single device both operating simultaneously.	
20	The device should be remotely upgradeable from the controller, so that new features / upgrades can be added.	
21	AP Should support 2 X Gigabit Ethernet Port.	
22	AP must support minimum 4X4 multi user, multiple-input multiple-output (MU-MIMO)	
23	Security mechanisms should be in place to protect the communication between the controller and the APs.	
24	AP must support simultaneous 802.11n on the 2.4GHz and 802.11ac Wave 2 on the 5GHz radios.	
25	AP shall support up to 800 Mbps for 2.4 GHz radio and 1.7 Gbps on 5GHz radio.	
26	AP shall support 20/40/80 MHz channel width in 5GHz band.	
27	Must support 802.11 dynamic frequency selection (DFS).	
28	Must support up to 24dBm Tx power.	
29	Antenna gain should be minimum 4dBi for 2.4 GHz and 5 GHz.	
30	AP must able to handle RF interference from other WiFi and non-WiFi sources and automatically assign channel and power so as to deliver high performance and reliable communication.	
31	The AP should support 802.1q VLAN tagging.	
32	The AP must support the following authentication methods: WPA2-AES, PSK, authentication and AES encryption and 802.1x/EAP and unauthenticated (open) mode.	
33	The AP must support 802.11ac beamforming (transmit beamforming).	
34	AP must support AP load-balance between 2.4GHz and 5GHz band.	
35	AP must incorporate radio resource management for power, channel, coverage hole detection and performance optimization. These features should work even if the link to controller is down.	
36	The AP must support IPv4 and IPv6 for management and data traffic.	
37	The AP must be capable of receiving IP address via DHCP for IPv4/IPv6 and SLAAC for IPv6.	
38	The AP shall support operating temperature of 0° C to +40° C.	
39	The AP must support EoGRE for L2 tunneling.	
40	The AP shall support third party analytics integration for real-time data transfer.	
41	AP shall support self-healing wireless mesh networking.	
42	Must support POE+ to power up the AP.	

Group E: Data Points UTP CAT 6 Structured Cabling System

SN	Specification	Compliance Yes/no
I	Premium FR Cat6 UTP LSZH Cable	
1	23AWG Solid Category 6 Premium FR UTP cable, LSZH, Zero-bit Error, RoHS, UL/ETL, Up to 600Mhz support, Test Certificates, 305m cable Reel, Compliant with ANSI/TIA/EIA-568-C.2 standards	
2	23 AWG Solid Bare Copper Wire Premium UTP Cable	
3	ANSI/TIA-568.2-D Standard	
4	Low Smoke Zero Halogen (LSZH)	
5	Should Support up to 500 MHz Frequency	
6	Should Support up to 500 MHz Frequency	
7	Conductor Resistance : $\leq 9.38 \Omega/100m$ or better	
8	Characteristics Impedance : $100 \pm 15\Omega$ or better	
9	Mutual Capacitance : $< 5.6nF/100m$ or better	
10	Delay Skew : $< 45ns/100m$ or better	
11	Operating Temperature : $-20^{\circ}C \sim 70^{\circ}C$ or higher	
12	Flame Properties : IEC 60332-1 - Flammability Test,	
13	IEC 60754 - Acid Gas Emission Test	
14	ETL verified electrical transmission performance	
15	as per ANSI/TIA-568.2-D Cat 6 and	
16	ISO/IEC 11801-1 Class E with 4-connector channel	
17	Error-free (zero bit-error) performance	
18	Third party verified by Intertek Testing Services (ETL)	
19	Power over Ethernet (PoE): 802.3af, 802.3at,	
20	802.3bt (Type 3and 4) support	
21	UL and RoHS Compliant	
22	Reports / Certificates need to be attached	
23	Warranty: Min 10 years Performance Warranty	
II	Pemium Cat6 UTP 24 Ports Patch Panel:	
1	Cat6 Premium Patch Panel loaded with keystones, Powder coated steel, IDC: Suitable for 22-26 AWG with both 110 & Krone punch down tools, Compliant with the ANSI/TIA/EIA 568C.2, 50microns gold on contact area, Phosphor bronze with nickel plated IDC Contacts	
2	24 Ports Premium Patch Panel	
3	Powder Coated Steel	
4	94V-0, UL1863 compliance UL	
5	Rear cable management bar which should act as stress reliever for terminated cables	
6	UL / RoHS compliance	
7	Category 6 UTP Keystone Jack	
8	High Impact, Flame-Retardant Plastic Compound, UL94 V-0	
9	Insertion – 750 cycles minimum	
10	Jack Material - Gold over Nickel	
11	Current rating - 1.5A Max	

12	Insulation Resistance - >100 M ohm	
13	Contact Resistance – 20m ohm	
14	Flammability Rating – UL 94V-0	
15	Retention Force – 50N	
16	UL / RoHS	
17	Warranty: Min 10 years Performance Warranty	
III	Cat6 UTP I/O, Face Plate with Backbox:	
	Keystone - Cat6 Premium Jack Suitable for 23-26 AWG stranded and solid wire, ETL verified, Unshielded EIA/TIA connecting hardware, Category 6, TIA568 C.2, Contact Bracket - PC, UL 94V-2 or better, 50 µinches gold on plug contact area	
1		
2	Single Square Faceplate with Backbox	
3	Material: High Impact Thermoplastic (PVC)	
4	UL 94V-0 fire retardant	
5	Faceplate should be shuttered and should have designated area for labelling	
6	Warranty: Min 10 years Performance Warranty	
IV	Face Plate - Dual (Square) with shutter, Face Plate - ABS, UL94-HB	
	Dust Cover - ABS, UL94-HB, Screws / hole covers to supplied with face plate, labelling on transparent plastic window with Backbox	
1		
V	Cat6 UTP Patch Cord:	
	Cat6 Premium UTP Patch Cord with 24AWG stranded bare copper conductor, Compliant to TIA/EIA-568-C.2 Standard, HDPE Insulation, Phosphor bronze Contact with Nickel Plated, 50µinch gold on plug contact	
1		
2	Cat-6 UTP Low Smoke Zero halogen (LSZH) Patch Cord	
3	Snagless Semi Transparent Moulded Boot	
4	24AWG stranded bare copper conductor	
5	Phosphor bronze Contact with Nickel Plated	
6	50 µinches gold on plug contact area	
7	Insulation Resistance: 150M Ω/Km	
8	Contact Resistance: 20 mΩ,	
9	Insertion: 750 Mating Cycles,	
10	Length – 1m and 3m	
11	Warranty: Min 10 years Performance Warranty	
VI	Cat6 Outdoor UTP Cable:	
	23AWG Solid Category 6 Premium Outdoor UTP cable, UV Protection, 305m cable Reel, Compliant with ANSI/TIA/EIA-568-C.2 standards	
12		

Group F: PVC Casing/Capping for indoor cabling

Any ISI certified standard make

SN	Specification	Compliance Yes/no
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1	1-inch PVC Casing and Capping, Reputed Brands with ISI Marking, Accessories - Screws, Fillers, Connectors, Flexible pipe, Corners etc.	
2	2-inch PVC Casing and Capping, Reputed Brands with ISI Marking, Accessories - Screws, Fillers, Connectors, Flexible pipe, Corners etc.	

Group G: Fiber Optic Cabling

SN	Specification	Compliance Yes/no
I	Fiber Optic Cable:	
1	06 Core Single Mode Armoured, 9/125 μ , 1310/1550 nm, Standard – ITU G652.D, HDPE Sheathing, Outdoor / Direct Burial, Operating temperature up to 60°C, ISO 11801, EIA/TIA 568-C.3 & EIA/TIA 455 standards	
2	6 Core Single Mode OS2 9/125 Micron Outdoor Fiber Optic Cable	
3	Outdoor Steel Tape Armoured (STA) construction	
4	Moisture resistance & should have water proof layer	
5	Should be central loose tube with jelly compound	
6	Operating temperature upto 70°C	
7	Outer Sheath – HDPE	
8	Bend radius as per IEC 60794-1-2, E6/E11	
9	Crush Resistance: 3000N/100mm, Tensile Force: 2000N	
10	Should support ISO 11801, EIA/TIA 568-B.3 & EIA/TIA 455 standards	
11	Max attenuation should be 0.36db/km or better @ 1310nm and 0.22 db/km or better @ 1550 nm	
II	12 Ports LIU:	
1	12 Port 19" Rack mountable LIU constructed of 16-gauge steel, Powder-coated loaded with 12 LC SM Duplex Ports & required pigtailed, should have at least 2 fiber spools, Removable front and rear covers for better access, Mounting & termination accessories to be supplied	
2	Standard 19" Rack mountable Aluminium base material	
3	LIU should be constructed of 16-gauge steel, powder-coated	
4	loaded with 06 LC SM Duplex Ports with OS2 Pigtails fully loaded	
5	Should have at least 2 fiber spools	
6	Removable front and rear covers for better access	
7	Mounting & termination accessories to be supplied	
8	Warranty: Min 10 years Performance Warranty	
III	Fiber Patch Cord:	
1	Single Mode Fiber Patch cord with LC to LC connectors, min 3m length, should meet all applicable standards. Compliant with TIA/EIA-568- C, IEC standards	
2	Single Mode OS2 Fiber Patch cord with LC to LC connectors	
3	Should meet all applicable standards	
4	Compliant with TIA/EIA-568- C, IEC standards	

5	Length: 3m	
6	Warranty: Min 10 years Performance Warranty	

Group H: Network Rack

SN	Specification	Compliance Yes/no
1	15U Rack:	
	15U - 550X500- Wall Mount Rack, Construction - All Welded construction, Top and Bottom Cover - Welded to Frame, Vented and Field Cable entry exit cut outs, Front Door - Lockable Toughened Glass, Door Finish - Powder Coated, Rack Standard - DIN 41494 or better , Mounting Angle - 19" Mounting angles made of formed steel, Grounding and Bonding, Accessories - Cable Manager, Fan, Hardware mounting kits as per the detailed BoQ	
2	42U Rack	
	42U - 800X1000-STEEL, Casters Set of 4 Adjustable Levellers set of 4 19" Reduced Channel - Loop Type, Glass Door with Lock and key, Side Panels, Mounting Hardware, FHU with 4 FANS, Vertical Power Distribution Unit with 12 x 5/15 sockets Round Pin, 230 Volts AC 32 Amp with Plug, Rack Standard - DIN 41494 or better, Vertical Cable Manager 42U Loop, Horz. Cable Managers -1U-Loop, Provision for earthing, Grounding and Bonding as per the detailed BoQ	

Group I: Un-interrupted Power Supply System

Type A : 1 kVA

SN	Specification	Compliance Yes/no
1	Capacity and Design	
2	1 kVA / 800 Watt	
3	True On-line Double Conversion design	
4	Input Characteristics	
5	Nominal Input Voltage : 230 VAC	
6	Nominal Input Frequency: 50 Hz	
7	Input Power Factor : 0.99	
8	Type of Rectifier: IGBT Based PWM Rectifier	
9	Input Voltage Range: 110 VAC to 280 VAC	
10	Input frequency range: 40 - 50 Hz	
11	Inrush limitation: 7*IRMS Nom	
12	High Voltage Protection: Inbuilt OVCD	

13	Battery Charging Current Protection: With Fuse	
14	Battery Parameters	
15	Charging Method: Constant Voltage Constant Current (CVCC)	
16	Charging Current Capacity: Settable 1/2/4/6	
17	Number of batteries: for 1 kVA - 3 Nos.	
18	Type of battery: SMF	
19	Maximum Battery Leakage Current: 500 Micro Amp	
20	Charge Voltage Accuracy: +/- 1%	
21	Output Parameters	
22	Load Power Factor: 0.8	
23	Nominal Output Voltage: 208/220/230/240 VAC Settable	
24	Output Frequency: Frequency range (Batt. Mode): 50 Hz +/- 0.1 Hz, Frequency range (synchronized range): 46 Hz - 54 Hz @50 Hz system	
25	Output wave form: Pure Sine Wave	
26	Total Harmonic Distortion (THD): Less than 3% for Linear Load and less than 6% for RCD load	
27	Inverter: IGBT based PWM with Instantaneous Sine Wave control	
28	Power Rating: 1 kVA/800 Watts	
29	Dynamic response: IEC62040-3 Classification 1	
30	Crest Factor: 3:1	
31	Duty: Continuous duty	
32	Overload capacity: AC Mode: 105% - 110%, 10 Min, 110% - 130%: 1 Min, >130%: 1 Sec	
33	Frequency Synchronization Band for Static bypass: 46 - 54 Hz	
34	Transfer (Inverter to Bypass): 0 ms	
35	Retransfer (bypass to Inverter): 0 ms	
36	Automatic bypass: In-built	
37	Overall efficiency (AC to AC): 88%	
38	Miscellaneous Function	
39	Should have Intelligent Fan Speed control	
40	Should have Auto Restart Function	
41	Physical & Environmental Characteristics	
42	Acoustics Noise Level: Less than 58 dB @1 Meter	
43	Ambient Temperature: 0-50 Degree C	
44	Storage Temperature: -15 deg C to 60 Deg C	
45	Humidity: <95% and non-condensing	
46	Enclosure Protection Grade: IP20	
47	Cooling method: Forced Air	
48	Metering and Digital display	
49	Should have advanced LED based display system, able to monitor Input Voltage, Battery Voltage, Output Voltage, Output Frequency, Input Frequency and Ambient Temperature	
50	Should have fault indication on LED display	

51	Should have Input fail, Battery low, Transfer to Bypass and system fault accessible on LCD display	
52	Should have overload, Short circuit, Battery deep discharge, Low battery, Reverse battery, Inverter current limitation, Over temperature and output over voltage protection built-in	
53	Should have an option of RS232 communication port for interfacing remote monitoring	
54	Standards	
55	Systems should have following standards:	
56	Low frequency conducted disturbance: IEC61000-2-2	
57	Continuous Electromagnetic Susceptibility: IEC61000-4-3	
58	Electrical Fast Transient Compatibility: IEC61000-4-4	
59	Surge: EN61000-4-5:2005	
60	ISO: ISO9001, ISO14001, ISO27001	
61	CRFI: IEC61000-4-6	
62	Magnetic Field Immunity: IEC61000-4-8	
63	Voltage dips and interrupts: IEC61000-4-11	
64	Transportation: IEC60068-2-32, IEC60068-2-64, IEC60068-2-27	
65	Type test report: Any Govt or NABL approved lab test report (dated)	

Group I: Un-interrupted Power Supply System

Type B : 2 kVA

SN	Specification	Compliance Yes/no
1	Capacity and Design	
2	2 kVA / 1600 Watt	
3	True On-line Double Conversion design	
4	Input Characteristics	
5	Nominal Input Voltage : 230 VAC	
6	Nominal Input Frequency: 50 Hz	
7	Input Power Factor : 0.99	
8	Type of Rectifier: IGBT Based PWM Rectifier	
9	Input Voltage Range: 110 VAC to 280 VAC	
10	Input frequency range: 40 - 50 Hz	
11	Inrush limitation: 7*IRMS_Nom	
12	High Voltage Protection: Inbuilt OVCD	
13	Current Protection: With Fuse	
14	Battery Parameters	
15	Charging Method: Constant Voltage Constant Current (CVCC)	
16	Charging Current Capacity: Settable 1/2/4/6	
17	Number of batteries: for 2 kVA - 6 Nos.	
18	Type of battery: SMF	

19	Maximum Battery Leakage Current: 500 Micro Amp	
20	Charge Voltage Accuracy: +/- 1%	
21	Output Parameters	
22	Load Power Factor: 0.8	
23	Nominal Output Voltage: 208/220/230/240 VAC Settable	
24	Output Frequency: Frequency range (Batt. Mode): 50 Hz +/- 0.1 Hz, Frequency range (synchronized range): 46 Hz - 54 Hz @50 Hz system	
25	Output wave form: Pure Sine Wave	
26	Total Harmonic Distortion (THD): Less than 3% for Liner Load and less than 6% for RCD load	
27	Inverter: IGBT based PWM with Instantaneous Sine Wave control	
28	Power Rating: 2 kVA/2400 Watts	
29	Dynamic response: IEC62040-3 Classification 1	
30	Crest Factor: 3:1	
31	Duty: Continuous duty	
32	Overload capacity: AC Mode: 105% - 110%, 10 Min, 110% - 130%: 1 Min, >130%: 1 Sec	
33	Frequency Synchronization Band for Static bypass: 46 - 54 Hz	
34	Transfer (Inverter to Bypass): 0 ms	
35	Retransfer (bypass to Inverter): 0 ms	
36	Automatic bypass: In-built	
37	Overall efficiency (AC to AC): 88%	
38	Miscellaneous Function	
39	Should have Intelligent Fan Speed control	
40	Should have Auto Restart Function	
41	Physical & Environmental Characteristics	
42	Acoustics Noise Level: Less than 58 dB @1 Meter	
43	Ambient Temperature: 0-50 Degree C	
44	Storage Temperature: -15 deg C to 60 Deg C	
45	Humidity: <95% and non-condensing	
46	Enclosure Protection Grade: IP20	
47	Cooling method: Forced Air	
48	Metering and Digital display	
49	Should have advanced LED based display system, able to monitor Input Voltage, Battery Voltage, Output Voltage, Output Frequency, Input Frequency and Ambient Temperature	
50	Should have fault indication on LED display	
51	Should have Input fail, Battery low, Transfer to Bypass and system fault accessible on LCD display	
52	Should have overload, Short circuit, Battery deep discharge, Lowe battery, Reverse battery, Inverter current limitation, Over temperature and output over voltage protection built-in	
53	Should have an option of RS232 communication port for interfacing remote monitoring	

54	Standards	
55	Systems should have following standards:	
56	Low frequency conducted disturbance: IEC61000-2-2	
57	Continuous Electromagnetic Susceptibility: IEC61000-4-3	
58	Electrical Fast Transient Compatibility: IEC61000-4-4	
59	Surge: EN61000-4-5:2005	
60	ISO: ISO9001, ISO14001, ISO27001	
61	CRFI: IEC61000-4-6	
62	Magnetic Field Immunity: IEC61000-4-8	
63	Voltage dips and interrupts: IEC61000-4-11	
64	Transportation: IEC60068-2-32, IEC60068-2-64, IEC60068-2-27	
65	Type test report: Any Govt or NABL approved lab test report (dated)	

Group I: Un-interrupted Power Supply System

Type C : 3 kVA

SN	Specification	Compliance Yes/no
1	Capacity and Design	
2	3 kVA / 2400 Watt	
3	True On-line Double Conversion design	
4	Input Characteristics	
5	Nominal Input Voltage : 230 VAC	
6	Nominal Input Frequency: 50 Hz	
7	Input Power Factor : 0.99	
8	Type of Rectifier: IGBT Based PWM Rectifier	
9	Input Voltage Range: 110 VAC to 280 VAC	
10	Input frequency range: 40 - 50 Hz	
11	Inrush limitation: 7*IRMS_Nom	
12	High Voltage Protection: Inbuilt OVCD	
13	Current Protection: With Fuse	
14	Battery Parameters	
15	Charging Method: Constant Voltage Constant Current (CVCC)	
16	Charging Current Capacity: Settable 1/2/4/6	
17	Number of batteries: for 3 kVA - 6 Nos.	
18	Type of battery: SMF	
19	Maximum Battery Leakage Current: 500 Micro Amp	
20	Charge Voltage Accuracy: +/- 1%	
21	Output Parameters	
22	Load Power Factor: 0.8	
23	Nominal Output Voltage: 208/220/230/240 VAC Settable	
24	Output Frequency: Frequency range (Batt. Mode): 50 Hz +/- 0.1 Hz, Frequency range (synchronized range): 46 Hz - 54 Hz @50 Hz system	
25	Output wave form: Pure Sine Wave	

26	Total Harmonic Distortion (THD): Less than 3% for Linear Load and less than 6% for RCD load	
27	Inverter: IGBT based PWM with Instantaneous Sine Wave control	
28	Power Rating: 3 kVA/2400 Watts	
29	Dynamic response: IEC62040-3 Classification 1	
30	Crest Factor: 3:1	
31	Duty: Continuous duty	
32	Overload capacity: AC Mode: 105% - 110%, 10 Min, 110% - 130%: 1 Min, >130%: 1 Sec	
33	Frequency Synchronization Band for Static bypass: 46 - 54 Hz	
34	Transfer (Inverter to Bypass): 0 ms	
35	Retransfer (bypass to Inverter): 0 ms	
36	Automatic bypass: In-built	
37	Overall efficiency (AC to AC): 88%	
38	Miscellaneous Function	
39	Should have Intelligent Fan Speed control	
40	Should have Auto Restart Function	
41	Physical & Environmental Characteristics	
42	Acoustics Noise Level: Less than 58 dB @1 Meter	
43	Ambient Temperature: 0-50 Degree C	
44	Storage Temperature: -15 deg C to 60 Deg C	
45	Humidity: <95% and non-condensing	
46	Enclosure Protection Grade: IP20	
47	Cooling method: Forced Air	
48	Metering and Digital display	
49	Should have advanced LED based display system, able to monitor Input Voltage, Battery Voltage, Output Voltage, Output Frequency, Input Frequency and Ambient Temperature	
50	Should have fault indication on LED display	
51	Should have Input fail, Battery low, Transfer to Bypass and system fault accessible on LCD display	
52	Should have overload, Short circuit, Battery deep discharge, Low battery, Reverse battery, Inverter current limitation, Over temperature and output over voltage protection built-in	
53	Should have an option of RS232 communication port for interfacing remote monitoring	
54	Standards	
55	Systems should have following standards:	
56	Low frequency conducted disturbance: IEC61000-2-2	
57	Continuous Electromagnetic Susceptibility: IEC61000-4-3	
58	Electrical Fast Transient Compatibility: IEC61000-4-4	
59	Surge: EN61000-4-5:2005	
60	ISO: ISO9001, ISO14001, ISO27001	
61	CRFI: IEC61000-4-6	

62	Magnetic Field Immunity: IEC61000-4-8	
63	Voltage dips and interrupts: IEC61000-4-11	
64	Transportation: IEC60068-2-32, IEC60068-2-64, IEC60068-2-27	
65	Type test report: Any Govt or NABL approved lab test report (dated)	

Group J: Outdoor Fibre lying and earth work

Type: Services

SN	Specification	Compliance Yes/no
1	BRICK MASONRY INSPECTION CHAMBER	
2	The access manhole should be constructed of RCC with steel binding.	
3	Access Manhole shall be placed at a distance of every 50 Mtrs on a longer segment.	
4	Access manhole shall be provided at every road crossing, 90 Degree bends, cable junction point along the cable route.	
5	The access manholes shall be properly sealed to avoid pest entry and numbered adequately as per Policy	
6	ROUTE MARKER	
7	Route marker shall be provided to along outdoor trench route to indicate & name the OFC cable path.	
8	Route market shall be constructed of RCC with steel metal binding, the same shall prepared offsite and installed after 15 days of water curing & drying and inspection by buyer team.	
9	Route Marker shall be installed at very 150Mtrs along the outdoor cable patch and very 90Degree bends along the outdoor cable pathway	
10	Dimension: 600mm visible height, 300mm underground installation height, 300mm width & 90mm thickness	
11	OUTDOOR TRENCH	
12	All outside plant Fibre Optic cables shall be laid underground in the trenches.	
13	The Trenches should be 500mm depth and 400mm width.	
14	The HDPE ducts will laid along open trench dug as per the specification diagram given below.	
15	Warning Tapes shall laid after 1 feet filling on top of HDPE ducts along the trench, this warning tapes would provide indication during any future excavation work around OFC cable pathway, A warning tape, made of HDPE or LDPE (Low Density Poly Ethylene) material, containing a printed warning message, (Width:10 cm, Thickness: 500 micrometre)	
16	Refilling of the trench shall be done to original around level to avoid depression in along cable pathway.	

Group K: On-site support

Type: Services

SN	Specification	Compliance Yes/no
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1	O&M including deputation of Network engineer at DDA site for on-site support on Monday thru Saturday, 9 am to 6 pm basis for 3 years.
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DATA SHEET 4 :- BILL Of Quantity Format

BILL Of Quantity

S/N	Description	Make & Model	Part No. #	Qty	UOM (Unit OF Measurement)	Unit Price (INR)	Amount (INR)	Tax Rate	Tax Amt	Line Total
A	SECURITY PACKAGE: UNIFIED THREAT MANAGEMENT SSTEM- 100 Users - 6 Locations			6						
1	Campus Unified Threat Management System with Authentication and authorization of Firewall, Bandwidth Management, Multi-Link Management, VPN & On-Appliance Reporting			6	No					
2	HPC ACCESS SYSTEM Total Value Subscription includes Antivirus, IPS, Web & application filter & 24x7 support for 3 Years.			6	No					
3	UTM box should have minimum 4x10G sfp+ port fully loaded with 4 x 10Gbae SFP+ module (LR)transceiver			6	Set					
B	SECURITY PACKAGE: UNIFIED THREAT MANAGEMENT SSTEM - 600 Users 2 Locations			4						
1	Campus Unified Threat Management System with Authentication and authorization of Firewall, Bandwidth Management, Multi-Link Management, VPN & On-Appliance Reporting			4	No					
2	HPC ACCESS SYSTEM Total Value Subscription includes Antivirus, IPS, Web & application filter & 24x7 support for 3 Years.			4	No					

3	UTM box should have minimum 4x10G sfp+ port fully loaded with 4 x 10Gbae SFP+ module(LR) transceiver			4	Set						
C	SECURITY PACKAGE: UNIFIED THREAT MANAGEMENT SSTEM= 2000 Users - 2 Locations			4							
1	Campus Unified Threat Management System with Authentication and authorization of Firewall, Bandwidth Management, Multi-Link Management, VPN & On-Appliance Reporting			4	No						
2	HPC ACCESS SYSTEM Total Value Subscription includes Antivirus, IPS, Web & application filter & 24x7 support for 3 Years.			4	No						
3	UTM box should have minimum 4x10G sfp+ port fully loaded with 4 x 10Gbae SFP+ module (LR) transceiver			4	Set						
D	ACTIVE PACKAGE: SWITCHING										
	Switches & Access Points										
1	4x4:4 tri radio 802.11ac Wave-2 access point with internal antennas			270	No.						
2	Non-discountable purchase. AP mount kit for flat surface installation (wall, hard ceiling)			270	No.						
3	Core Switch 24x10 Gbe (SFP+) and 2x100 Gbe switch, Front to rear air, 2xAC, 2xC13-C14 cords			4	No.						
4	24 port distribution switch, 4x 10 Gbe sfp+ uplink ports			22	No.						
5	48 port distribution switch, 48x RJ45 (100/1000), 4 x SFP+ (1/10GbE) switch, front to rear air, 2x AC, 2xC13-C14 cords			2	No.						
6	24 port access switch, 24x1G POE, 4x 10 Gbe sfp+ uplink ports			47	No.						
7	48 port access switch, 48x1G POE, 4x 10 Gbe sfp+ uplink ports			80	No.						

8	Spare Power Cord, India, C15-IA16A3, 10A/250V, 1.00 sq. mm, 2.4 M			171	No.						
	Optics and Cables										
1	10GBASE-LR SFP+ (Long Reach)			80	No.						
	Software Subscriptions										
1	Cloud SW Subscription License for 36 -Month for 1 x Wireless Access Point			300	No.						
E	Data PointsCAT6 UTP Cable										
1	4-pair, Cat6 (650 MHZ tested with Cross (+) filler pair seperator & LSZH sheath), 23 AWG,UTP Cable (305 mt. Roll), Meets or exceeds ANSI/TIA-568-C.2 , Blue Color, LSZH			1000	Box						
2	Cat 6 UTP SL Series Jack with Strain relief and bend limiting boot			9500	Nos						
3	1-port Standard face plate of size 2.75 in (69.85 mm) x 4.5 in (114.30 mm) x 0.22 in (5.59 mm), Material should be ABS /UL94 V-0. Holder Jack of ABS UL 94V-0, Cover label of Acrylic UL94V-0			4582	Nos						
4	Cat 6, 24-port unloaded Modular Straight Jack Panel for SL series with labels and clear label covers, Height, 1U			200	Nos						
5	Cat 6 Patch Cord, 4-Pair stranded Unshielded conductors, LSZH sheath, Transparent plug and flexible slim-line boot design provide additional space between adjacent plugs – 1 Mtr length			4582	Nos						
6	Cat 6 Patch Cord, 4-Pair stranded Unshielded conductors, LSZH sheath, Transparent plug and flexible slim-line boot design provide additional space between adjacent plugs – 3 Mtr length			4582	Nos						
F	PVC Conduits										
1	PVC conduits/Pipes/Casing - Capping/Channels ranging from 20mm to 150mm ISI Standard as per requirement		ISI Standard	23000	Mtrs						

2	HDPE PIPE ISI grade Black Colour as per requirement - 25MM-32MM		ISI Standar d	3000	Mtrs						
G	Fiber Components - Backbone Cabling										
1	06-core Outside Plant Cable - Corrugated Steel tape Armored, Uin-tube, Gel-filled, 9/125 SM OS2			5000	Mtrs						
2	12 Port FMS Fiber Optic Termination Panel, 1U, 19 in, 24 LC/UPC, single mode, OS2, black Central Location			31	Nos						
3	LC-Style Pigtail, 9/125, Single mode, 1.5 meter			450	Nos						
4	LC-LC Single mode OS2, Duplex Patch Cord,3 Meter			160	Nos						
H	RACKS AND ACCESSORIES										
1	15U/550 Rack/Welded			151	Nos						
2	Glass Door/15U			151	Nos						
3	1Ph, 230V, 8A, 2U standard rack mount power distribution unit with 6 X Indian Round Pin 5A, Inlet Plug type 6A Indian Round Pin, 8A Fuse - PDU Rating 1.8KVA/Side feed- 1.5Mt/ Black			151	Nos						
4	Horz. Cable organizer/1U/Loop			302	Nos						
5	Cantilever Shelf/Type2/1U			151	Nos						
6	Mounting Hardware-CR (Pack of 20)			151	Nos						
7	Fan/90CFM			151	Nos						
8	42U Rack Frame/800X1200/Steel/NRS/ Welded			2	Nos						
9	Casters Set of 4/Tp3			2	Nos						
10	Levelers			2	Nos						
11	19" Adopter kit / Loops			2	Nos						
12	Perforated Door/42/800/Dual/NRS			4	Nos						
13	Side Panels/1200/42U/Dual/Vente d/NRS			4	Nos						
14	Swing Handle /Mechanical Lock / Three Point / Common Key/Die Cast Metal			4	Nos						

1 5	1Ph, 230V, 32A, Zero U standard Vertical rack mount power distribution unit with 12 X Indian Round Pin 5/15A, (Inlet Plug Not Installed, Recommended IEC30932A 2P +E), 16A MCB X 2 Circuits- PDU Rating 7.3KVA/Bottom feed- 3Mt/ Black			2	Nos						
1 6	Cable Basket/42U/300			4	Nos						
1 7	Shelf/1000			4	Nos						
1 8	Shelf/Key Board/19"Rty/1000			2	Nos						
1 9	Mounting Hardware-CR (Pack of 20)			2	Nos						
2 0	Fan Module/4Fan/Tower Mount/360CFM			2	Nos						
1	Un-interrupted Power Supply Systems										
	Type A - 1 kVA										
1	True 1 kVA Double Conversion Long backup, Pure sinewave (1 Phase Input, 1 Phase Output) UPS			28	Nos						
2	External SMF batteries to support 15 min backup on full load (12V, 18AH, 3 Nos)			28	Set						
3	Battery rack and Intercel			28	Nos						
4	5/15 Amp, 3 Pin socket controlled by 15Amp switch with 3M Plate and box - for UPS Input and Output			56	Nos.						
5	3 Core, 1.4 Sq. mm Copper flexible cable in PVC Casing capping			560	Mtr.						
	Type B - 2 kVA										
1	True 2 kVA Double Conversion Long backup, Pure sinewave (1 Phase Input, 1 Phase Output) UPS			48	Nos.						
2	External SMF batteries to support 15 min backup on full load (12V, 26AH, 6 Nos)			48	Set						
3	Battery rack and Intercel			48	Nos.						
4	5/15 Amp, 3 Pin socket controlled by 15Amp switch			48	Nos.						

	with 3M Plate and box - for UPS Input									
5	32Amp DP Mini MCB with 3M plate and Box - for UPS Output			48	Nos.					
6	3 Core, 2.5 Sq. mm Copper flexible cable in PVC Casing capping			960	Mtr.					
	Type C - 3 kVA									
1	True 3 kVA Double Conversion Long backup, Pure sinewave (1 Phase Input, 1 Phase Output) UPS			80	Nos.					
2	External SMF batteries to support 15 min backup on full load (12V, 26AH, 6 Nos)			80	Set					
3	Battery rack and InterCel			80	Nos.					
4	5/15 Amp, 3 Pin socket controlled by 15Amp switch with 3M Plate and box - for UPS Input			80	Nos.					
5	32Amp DP Mini MCB with 3M plate and Box - for UPS Output			80	Nos.					
6	3 Core, 2.5 Sq. mm Copper flexible cable in PVC Casing capping			1600	Mtr.					
J	Installation Testing and Documentation Works		SERVICES							
1	Installation and Configuration of Unified Threat Management System as per Requirement 100 Users		Services	6	No.					
2	Installation and Configuration of Unified Threat Management System as per Requirement 600 Users		Services	2	No.					
3	Installation and Configuration of Unified Threat Management System as per Requirement 2000 Users		Services	1	No					
4	Installation and Configuration of Access Point		Services	270	No					
5	Installation and Configuration of Core Switch		Services	4	No					
6	Installation and Configuration of Distribution and access Switch		Services	151	No					

7	Laying of 4-pair, Cat6 (650 MHz tested with Cross (+) filler pair separator & LSZH sheath), 23 AWG,UTP Cable (305 mt. Roll), Meets or exceeds ANSI/TIA-568-C.2 , Gray Color		Services	122000	Mtrs						
8	Termination of CAT6 Information Outlet		Services	4582	Nos						
9	Installation of Single and dual Port Face Plate		Services	4582	Nos						
10	Terminations of Cat6 Patch Panel with labelling, ferruling and dressing.		Services	200	Nos						
11	Laying of 6-core Outside Plant Cable - Corrugated Steel tape Armored, Loose-tube, Gel-filled, 9/125 SM OS2		Services	5000	Mtrs						
12	Construction of Brick Masonary Inspection Chamber as per specs mentioned at Group J		Services	20	Nos						
13	Route Marker as per specs mentioned		Services	100	Nos						
14	Outdoor Trench and earth work as per specs mentioned		Services	1500	Mtrs						
15	12 Port Installation of FMS Fiber Optic Termination Panel, 1U, 19 in, 24 LC/UPC, single mode, OS2, black Central Location		Services	31	Nos						
16	Termination of LC-Style Pigtail, 9/125, Single mode, 1.5 meter		Services	450	Nos						
17	Installation and Dressing of LC-LC Single mode OS2,Duplex Patch Cord,3 Meter with labelling and dressing.		Services	160	Nos						
18	Laying of PVC conduits/Pipes/Casing - Capping/Channels ranging from 20mm to 150mm ISI Standard as per requirement (as pre actual measurement)		Services	23000	Mtrs						
19	Installation and commissioning of 15U Floor Mount Rack with Accessories		Services	151	Nos						
20	Installation and commissioning of 42U Floor Mount Rack with Accessories		Services	2	Nos						
21	Documentation and Project Commissioning Charges		Services	1	Lot						

2 2	Installation and commissioning of 1 kVA UPS with batteries, Rack with Accessories		Services	28	Nos					
2 3	Installation and commissioning of 2 kVA UPS with batteries, Rack with Accessories		Services	48	Nos					
2 4	Installation and commissioning of 3 kVA UPS with batteries, Rack with Accessories		Services	80	Nos					
2 5	Training as per defined scope		Services	1	Lot					
K	Quarterly O&M Charges including on-site support									
1	Charges for O& M including Deputation of Network engineer at DDA site for on-site support on Monday thru Saturday, 9 am to 6 pm basis for 3 years (quarterly basis)		Services	12	Quarterly					
	TOTAL		-----	-----	-----	-- ---	-----	-- ---	-- ---	
		Financial Proposal (Inclusive of All Taxes) Therefore is								
	Total amount including tax									
	Total amount in words									

DATA SHEET 5

Milestones and Terms of Payment to the Selected Agency

1. Entire project to be completed within 180 days for the date of award of contract.
2. Project execution chart detailing the activities start from the day 0 (day 0 is the date of award of contract) and until final inspection and handover to be submitted along with the bid.

Payment Terms

3. The payment to the Bidder shall be made under following heads:
 - i) **Supply**:- 75% payment for supplies on progressive basis up on receipt of material and inward by store duly checked for the content. That is, on receipt of goods duly certified and accepted by the buyer team
 - ii) **Installation and Commissioning**: - 20% payment upon completion of installation and commission and handover there. That is, on completion of project and acceptance certificate hereof together with submission of final cable routing path and network diagram listing all major network components
 - iii) **Final Acceptance**:- Final 5 % payment after 3 months of successful handover of project after acceptance certificate, and satisfactory performance and monitoring and acceptance thereof by the project in-charge DDA
 - iv) **O&M**:- O&M including On-site support charges shall be paid on quarterly basis within 30 days of receipt of invoice after close of quarter and after appropriating any deductions towards SLA deficiency on quarterly computation basis

Milestones for Payment of Fee to the selected Vendor shall be as follows:-

A. Development Phase

Payment Milestones :	Payments due to the Vendor
1. Supply of materials	Within 30 days of receipt of invoice and GRN by stores-in-charge
2. Installation and Commissioning(I&C)	Within 30 days of receipt of I&C certificate duly signed by the project-in-charge
3. Acceptance certificate	Within 30 days of Project Handover

B. O&M Phase

Payment Milestones :	Payments due to the Vendor
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O& M charges including On-site Support	Quarterly basis within 30 days of receipt of invoice duly accepted by the project / network-in-charge

4. No payment shall be made before signing the agreement. Advance payment will not be considered.
5. For facilitating Electronic transfer for funds the selected Vendor will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected Vendor.

DATA SHEET 6

Service level Agreements (SLAs)

1. **Approach:** Requests via email should be logged with the Onsite Support Engineer. No verbal communication shall be treated for any form of request. The Onsite Support Engineer shall align the manpower required for the reported issue. All requests logged by DDA, Users will be handled by Onsite Support Engineer. The primary mode of problem reporting is over E- mail. The Onsite Engineer prioritizes the request by type and severity in consultation with DDA. Engineer will be positioned at central location of DDA and the travel time to attend to the call at other site is excluded from the time to respond.

2. **Severity:** Severity is determined by how much the user is restricted from performing their work. There are three grades of severity:
 - 3 - Low - Issue prevents the user from performing a portion of their duties.
 - 2 - Medium - Issue prevents the user from performing critical time sensitive functions
 - 1 - High - Service or major portion of a service is unavailable
 However, during the agreement finalization, the DDA and the selected bidder should agree to agency that finalizes the incident severity.

3. Response/ Resolution:

1. **Assistance Incident Request Targets**

S. No.	Severity	Response Time	Resolution Time
1	3 – Low	30 Minutes	3 Business Days
2	2- Low	30 Minutes	2 Business Days
3	1-High	30 Minutes	1 Business Day

2. The availability of services shall be as follows : -

a) Availability of Lan network and wifi services	>=98%
b) Availability of manpower on-site	>=98%
c) WiFi & Network Hardware & Software supplement if faulty	Response < 2 hours and Resolution next business day.

3. Server/ Network Uptime:>= 98%

4. Penalty Clauses not fulfilling SLA criteria :

a) Availability of Lan network and Wifi Services :

- i. Actual Uptime >=98.00 %- No Credit
- ii. Actual Uptime <98.00 % and >=96 %- 2 days' equivalent service credit
- iii. Actual Uptime <96 % and >=94 %-7 days' equivalent service credit
- iv. Actual Uptime < 94 % and >=90 %- 15 days' equivalent service credit

If the Actual Uptime is less than 90 % then penalty will be charged @ Rs 2000/- per day

b) Availability of manpower on site :

- i. Availability ≥ 98.00 %- No Credit
- ii. Availability < 98.00 % and ≥ 96 %- 2 days' equivalent service credit
- iii. Availability < 96 % and ≥ 94 %-7 days' equivalent service credit
- iv. Availability < 94 % and ≥ 90 %- 15 days' equivalent service credit

If the Availability is less than 90 % then penalty will be charged @ Rs 2000/- per day

c) Wi-Fi & Network Hardware & Software supplement if faulty:

Replacement of faulty equipment with working one day is NBD (???). Or penalty will be charge @Rs 2000 per day.

4. The Services on the Portal will be live for customers 24x7. Customer support services should be available accordingly. However, DDA employees are likely work on the system on all working days (including Saturdays) between 9:00 am to 9:00 pm. Accordingly, support services to DDA employees should be available during this period. On-site engineer should be posted on 9 x 6 basis, Monday thru Saturday. However, call received on off day, Sunday or public holiday should be attended based on the criticality and best efforts basis. Remote support should be extended as and when required to troubleshoot the call.

Section 6: Standard Forms

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Form	U	Switching - Quoted products should have IPv6 Ready Logo approval. All switches and Fibre Modules should be from same OEM
Form	V	Structured cabling – The SCS brand should have direct presence from at least 5 years or more in India
Form	W	All passive cable and components should be from same OEM
Form	X	All active networking equipment except UTM box should be from same OEM

Form A: Covering Letter / Pre-Qualification Proposal Submission Form

[Location, Date]

To
Dy Director (Systems)
Delhi Development Authority
Vikas Sadan
New Delhi-110007

RFP [ID] dated [date] for selection of Agency for [name of assignment]

Dear Sir,

1. With reference to your RFP Document above, we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment].

2. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: [_____] as per your advertisement, given in the above mentioned website(s).

3. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), Data Sheet(s), Form(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

4. The corrigendum(s) and clarification(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

5. We are submitting our Proposal as [name of the Applicant]. The Proposal is unconditional and unqualified. We understand you are not bound to accept any Proposal you receive.

6. I / We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

7. We are bidding as [Sole bidder / Consortium] for this tender. In case of Consortium, the members and role and responsibility of each member is as follows-

Name of member of consortium partner	Legal Status of the Firm	Company Registration ID and Registers address	Role of Consortium member

8. We acknowledge that DDA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

9. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.

10. We shall make available to DDA any additional information it may deem necessary or

require for supplementing or authenticating the Proposal.

11. We acknowledge the right of DDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

12. We certify that in the last 3(three) years, we haven't either failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

13. We declare that:

- a) We do not have any conflict of interest in accordance with the terms of the RFP.
- b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DDA or any other public sector enterprise or any government, Central or State; and
- c) We here by certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d) We confirm that our company and the Consortium Members (if any), is /are not blacklisted as on date, in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

14. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants.

15. We declare that we are not a member of any other Consortium/JV applying for selection as an Agency in this tender.

16. We certify that in regard to matters other than security and integrity of the country,-

- a) We or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- b) We have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates.

17. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

18. We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

19. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.

20. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DDA in connection with the selection of agency or in connection with the selection process itself in respect of the above mentioned Project.

21. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

22. We agree to keep this offer valid for [____] days from the PDD specified in the RFP.
23. We have a local Office in Delhi at following address-
[Mention Address]
<Or>
We undertake to open a local service support office in Delhi, if we are awarded this work.
24. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
25. The Technical and Financial Proposal is being submitted in a separate cover in electronic form.
26. This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project solution provided by me, as per the requirements of the RFP for the scope given in this RFP.
27. We have examined / inspected the Existing Network and have understood the requirement of DDA.
28. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
29. We agree and undertake to abide by all the terms and conditions of the RFP Document. Compliance Sheet the minimum requirement for pre-qualification is enclosed.
30. We certify that have the necessary capabilities to undertake the project: If at any time it is found out that we do not have the capabilities as enumerated above, Delhi Development Authority may put the Agency in negative list without prejudice to any other civil/criminal action under the law and forfeiture of the earnest money deposit.
31. I / We acknowledge that DDA is committed to follow the principles there of as enumerated in the integrity Agreement enclosed with the tender/bid document. I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process.
32. I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by DDA. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article-1 to the enclosed Integrity Agreement.
33. I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, DDA shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.
34. I am applying for exemption of Tender Annual Charges / EMD to the extent allowed under this RFP, and I am an MSME registered under MSME Act 2006, and eligible for MSME exemption as per Government of India policy. <Strike-off or delete this clause if not applicable>
35. I (lead bidder) have [mention number] number of technically qualified manpower in IT related field, capable to execute this project, on the rolls of the company as on the date of submission of bid.
36. I am in possession of OEM certificates authorizing me as local partner/representative in Delhi for the supply and installation of all items/ products indicated in the Tender Documents, and I have included them in the technical Bid.
37. In case my firm qualifies the Pre-qualification, I hereby undertake to submit the Integrity Agreement (Form B) in original, on stamp paper of requisite value, within 7 days of receipt of request from DDA, failing which, my bid may be treated as null-and-void.

We remain,

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Telephone:
Fax:
Email:
(Name and seal of the Applicant/Member in Charge)

Encl.: Compliance Sheet.
[Please attach duly filled Compliance Sheet as documented in PQ section (Data sheet 2) of this RFP with this letter]

FORM B:

INTEGRITY AGREEMENT

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of DDA, in on Non-Judicial Stamp Paper (INR 100) purchased by Bidder/Lead Member in case of Consortium.

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this Day of 20

BETWEEN

Chairman DDA represented through Director (Systems),

.....

(Name of Division)

DDA, (Hereinafter referred as the

(Address of Division)

‘Principal / Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual / firm / Company)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder / Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (RFP No.) (hereinafter referred to as “Tender / Bid”) and intends to award, under laid down organizational procedure, contract for

.....

(Name of Work)

Hereinafter referred to as the “Contract”.

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender / Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

(1) The Principal / Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal / Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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) The Principal / Owner will, during the Tender process, treat all Bidder(s) with equality and reason. The Principal / Owner will, in particular, before and during and 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 Tender process or the Contract execution.
- c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biases nature.

(2) If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: commitment of the Bidder(s) / Contractor(s)

(1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s) / Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in Tender process and during the Contract execution.

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or 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 to any kind whatsoever during the Tender process or during the execution of the Contract.
- b) The Bidder(s) / Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal. 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 cartelize 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) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the principal / Owner 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 names and addresses of agents/representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either and Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item.

- 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.
- (3) The Bidder(s) / Contractors(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s) / Contractor(s) will not directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interest.
- (5) The Bidder(s) / Contractors(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the DDA/ Principal / Owner under law or the Contract or its established policies and laid down procedures, the DDA/ Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s) / Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal / Owner after giving 14 days' notice to the contractor shall have powers to disqualify and blacklist the Bidder(s) / Contractor(s) from the present as well as future Tender process or terminate/determine the Contract, if already executed or exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the DDA/ Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal / Owner.
2. Forfeiture of EMD / Performance Guarantee / Security Deposit: If the DDA/ Principal / Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated / determined the Contract or has accrued the right to terminate / determine the Contract according to Article 3(1), the DDA/ Principal / Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee ad Security Deposit of the Bidder / contractor.
3. Criminal Liability: If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the DDA/ Principal / Owner has substantive suspicion in this regard, the DDA/ Principal / Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State government or any other Central / State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings / holiday listing of the Bidder / Contractor as deemed fit by the Principal / Owner.

3. If the Bidder / Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal / Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders / Contractor / Subcontractors

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Subcontractors/sub / vendors.

2. The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and contractors.

3. The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions any stage of the Tender process.

Article 6 - Duration of the Pact

This pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged determined by the Competent Authority, DDA.

Article 7 – Other Provisions

(1) This pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal / Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner / Principal in accordance with this Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.

Article 8 - LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Bidder/Contractor [each Consortium Member, in case of Consortium])

.....

(For and on behalf of Principal/Owner)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place:

Dated:

FORM C:

Chartered Accountant Certificate for Turnover and Net Worth

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

{Place}

{Date}

To,

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Declaration of Turnover and net worth in response to the RFP for <Name of the Tender>, Tender No<xxx>>

We have examined the books of accounts and other relevant records of –

[M/s (Name of Company),
Address]

for the financial years mentioned in table below. On the basis of such examination and according to information & explanation given to us, and to the best of our knowledge & belief, we hereby certify that the turnover and net worth of M/s [Company name] as at the end of said financial years was as below.

Financial Year	Net Worth (Book Value in INR Lacs)	Turnover from ICT* related projects (in INR Lakhs)
2018-2019		
2017-2018		
2016-2017		

* ICT related services means - Internet Services, Leased Circuit Connectivity services, Wi-Fi Services, Cyber Security product and Services, Data Centre product and Services, Network Products and Services

Copy of summarized and audited balance sheets is attached for your reference.

Place:

Date:

Chartered Accountants Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

FORM D:

Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the—Authorized Representative), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Agency for [name of assignment], to be developed by Delhi Development Authority (the —Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘_yyyy’ format].

For [name and registered address of organization] [Signature] [Name]
[Designation

] Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness]

Accepted

Signature]
[Name] [Designation] [Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

FORM E :

Format of Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you Delhi Development Authority, Government of India, New Delhi—110007 (hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company],(hereinafter referred to as the—Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Agency for [name of assignment] pursuant to the RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as-RFP Documents), we [Name of the Bank] having our registered office at [registered address] and one of its branches at[branch address](hereinafter referred to as the —Bank), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words])(hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR[in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 3 years from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as maybe mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for anytime and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered a tour above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR . [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of

issuing Branch should be mentioned on the covering letter of issuing Branch.

Form F :
Bidder's Experience / Works executed

(PART 1) – Consolidated Statement

(To be submitted on firm's letter head)

Name of Client	Name of Work	Date of Award of work	Date of Completion of work	Amount	Area covered (if applicable)

Signature of Authorized Signatory

Date

Form F (Part 2) : Individual details of Projects

(To be submitted on firm's letter head)


[Using the format below, provide information on each assignment for which your firm, and each Affiliate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying out consulting services similar to the ones requested under this assignment.]

Assignment Name and Project cost	Approx. value of the contract (in INR in Lakh/Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client	Total No. of staff-months of the assignment:
Address	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year) Completion Date (Month/Year)	No. of professional staff-months provided by associated consultants
Name of Lead Partner	Name of senior professional staff of your firm involved and functions performed (indicate

Name of Associated Consultants, if any:	most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of the Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Note: Project Datasheet will be considered for evaluation only if relevant work order/contract agreement and client certificate is submitted for the same.

Firm's Name:

Authorized Signature: 

Form G:

Technical Proposal Submission Form

[Location, Date]

To
Dy Director (Systems)
Delhi Development Authority
Vikas Sadan
New Delhi-110007

RFP [ID] dated [date] for selection for [name of assignment]
Sir

With reference to your RFP document above, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection for above assignment.

We enclose the Technical Compliance Sheet in support of our technical proposal

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Encl: Duly filled Technical Compliance Sheet (Data sheet 3.) (The pdf file of technical compliance sheet and unpriced **BOQ** which are uploaded along with RFP in the Tender to be filled and submitted)

Form H

[Location, Date]

Form for Submission of details about past work

Following Large Network including Wi-Fi devices and network devices has been developed by the Bidder for our clients

Name and Address of Client:

Work Order date :

Work Completion date:

Title of Work:

Location (s) :

Amount (INR):

Number of Nodes - (1) Network points (2) Wi-Fi Nodes

Network and security devices

Other Features of the Project:

Certified that the aforesaid application/ system was developed by [name of the company]

[Authorised signatory]

Please enclose copy of work order & work completion certificate

FORM L

Gartner's Report of Network Security Components

Please indicate the Network Security Components that will be installed under this project. Also indicate Gartner's report in respect of each such component.

Name of The Component, Model	Make / OEM Name		Gartner's Quadrant Leader's (L)/ Challenger's (C) / Others (O)

FORM N

Financial Proposal Submission Form

[Location] [Date]

To
Dy Dir (Systems) Delhi Development Authority
Vikas Sadan
New Delhi-110007

Subject: Services for [name of assignment].

Dear Sir,

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is as below-

Financial Quote for **Managed Network Infrastructure (wired and Wi-fi)** for DDA: Broadly cover Network Security appliance , Active Network equipment , Passive Network equipment, UPS and Services like installation, Configuration, testing , warranty and etc. as per documentation of the RFP. Summary of Financial Proposal is as follows :

OUR FINANCIAL PROPOSAL (INCLUSIVE OF ALL TAXES) IS-		
Total Amount incl Tax		
Total Amount in Words		

Encl: Duly filled Bill of Quantity Sheet (Data sheet 4.) (The excel sheet of priced commercial bid which is uploaded along with RFP in the Tender to be filled and submitted)

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely —Prevention of Corruption Act 1988 .

Our offer shall be valid up to 180 days from Date of Opening of Tender (Pre-qualification Proposal).

We understand that our fee will be paid in accordance the following milestones specified in the tender document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory: Name of
Firm:
Address:

FORM P: Standard Form of Work Order

DELHI DEVELOPMENT AUTHORITY
(SYSTEMS DEPARTMENT)
B BLOCK, 1 ST FLOOR
VIKAS SADAN, INA
NEW DELHI

No _____

[Date , Place]

To
M/S[_____]

Sub : Order for award of work for **[Managed Network Infrastructure (wired and Wi-fi)]**

Sir,

DDA had invited the bids vide their tender no. <insert service details> Dated xx.xx.xxxx (hereinafter referred to as 'Tender Document') for "Subject-----"

You had submitted its proposal dated xx/xx/201x (hereinafter referred to as the 'Tender') for the provision of such services (i.e. **Managed Network Infrastructure (wired and Wi-fi)**) in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and the tender documents.

DDA has agreed to appoint the AGENCY for the provision of < **Managed Network Infrastructure (wired and Wi-fi)**> such services and the AGENCY has agreed to provide < **Managed Network Infrastructure (wired and Wi-fi)**>, as are represented in the Tender, including the terms of this Agreement, in accordance with the terms and conditions of the Tender, and in terms of the discussions, negotiations, clarifications in relation to the implementation of the Scope of Work.

The DDA hereby agrees to pay the Agency in consideration of the provision of < **Managed Network Infrastructure (wired and Wi-fi)**> therein, the Agreement Price as per table below-

Component	Unit	Rate per unit (excl tax)	GST (%)	Estimated No of units	Total estimated price (incl Tax)

at the time and in the manner prescribed by the Agreement/Tender Documents.

The total value of the Contract shall not exceed ₹xxxxxxxxxxx/- (Rupees xxxxxxxxxxxxxxxxxxxx Only) inclusive of taxes.

You are requested to acknowledge receipt of this letter and convey your acceptance by submitting duly signed Agreement and Indemnity Bond on Stamp paper of Rs 100 within ____ days of issue of this letter.

You are requested to submit Performance Guarantee of amount and manner as specified in the tender document within ____ days of issue of this letter. Format of the BG is enclosed.

We Remain,

(_____)
Dy Dir Systems

FORM Q
Form for Agreement

AGREEMENT

THIS AGREEMENT is made on the day of2019 at.....India

BETWEEN

The <Delhi Development Authority> having its office at , e-mail (hereinafter referred to as "the DDA") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

The Party <insert Agency name>, having its office at , e-mail (hereinafter referred to as "Agency") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at of the Second Part.

WHEREAS

- (a) The DDA had invited the bids vide their tender no. <insert service details> Dated xx.xx.xxxx (hereinafter referred to as 'Tender Document') for "Subject-----"
- (b) The AGENCY had submitted its proposal dated xx/xx/201x (hereinafter referred to as the 'Tender') for the provision of such services (i.e.) in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and the tender documents.
- (c) The DDA has agreed to appoint the AGENCY for the provision of < **Managed Network Infrastructure (wired and Wi-fi)**> such services and the AGENCY has agreed to provide < **Managed Network Infrastructure (wired and Wi-fi)**>, as are represented in the Tender, including the terms of this Agreement, the Annexure attached hereto and in accordance with the terms and conditions of the Tender, and in terms of the discussions, negotiations, clarifications in relation to the implementation of the Scope of Work.
- (d) DDA has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of

services related to.....("the Purpose") as more particularly described in Purchase Order no , issued by DDA in favor of the Agency

- (e) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document vide no. <insert Tender Reference details> Dated<insert date>.
- 2) All the terms and conditions as mentioned in the tender document vide no. <insert Tender Reference details> Dated<insert date> are ipso facto applicable under this Agreement.
- 3) The following documents shall form part of this Agreement and be read and construed accordingly:-

a	Price Details	Annexure-A
b	Tender Document	Annexure-B
c	Corrigendum issued by DDA on the Tender Document	Annexure – C
d	Technical Bid submitted by Agency	Annexure - D

- 4) The Terms and Conditions and Clauses mentioned in the Tender Document (Annexure-B), subject to Corrigendum issued (Annexure – C) shall deemed to be the clauses of this agreement.
- 5) In consideration of the payments to be made by the DDA to the Agency as hereinafter mentioned, the Agency hereby covenants with the DDA to provide < **Managed Network Infrastructure (wired and Wi-fi)**>, in conformity in all respects with the provisions of this Agreement/Tender Documents.
- 6) The DDA hereby covenants to pay the Agency in consideration of the provision of <insert service detail> therein, the Agreement Price or such other sum as may become payable under the provisions of the Agreement/Tender Documents at the time and in the manner prescribed by the Agreement/Tender Documents.
- 7) The total value of the Contract shall not exceed ₹xxxxxxxxxxx/- (Rupees xxxxxxxxxxxxxxxxxxxxxx Only) (GST extra as applicable).
- 8) This agreement shall be effective from dd/mm/yyyy (hereinafter "the said date" i.e. the date of signing of this Agreement and shall remain valid for a period of <insert period details in terms of month or year> from the date of signing of this Agreement.

Commencement, completion, modification and termination of work order

- 9) Effectiveness of work order: This Work order shall come into effect on the date of signing on this agreement, or such date as is assented to by the Agency and fixed by DDA.

- 10) Commencement of Services: The Agency shall commence the Services from the date this work order comes into force, or such date notified by the DDA.
- 11) Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- 12) Modification: Modification of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.

Obligations of the Agency

- 13) General: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the DDA, and shall at all times support and safeguard the DDA's legitimate interests in any dealings with Sub- consultants or third parties.
- 14) Prohibition of Conflicting Activities: Neither the Agency nor their Sub- consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - a) During the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order.
- 15) Confidentiality : The Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two(2) years after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the DDA's business or operations without the prior written consent of the DDA.
- 16) Liability of the Agency: Subject to additional provisions, if any, in this work order the Agency's liability under this Work order shall be as provided by the Applicable Law.
- 17) Professional Liability Insurance: Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of INR 20,00,000 (Twenty Lakh Rupees).
- 18) If the Agency fails to complete the Assignment, within the period specified under the work order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by DDA.
- 19) Agency shall be deemed to be bound by the technical proposal (Annexure D) submitted and shall meet the functionalities proposed by him in the said technical proposal, whether or not covered in the scope of work provided by the DDA.

Obligations of the DDA

- 20) Assistance and Exemptions: The DDA will use its best efforts to ensure that the Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services:
- 21) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

Confidentiality Clauses

- 22) Interpretation : In this Agreement "Confidential Information" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.
- 23) Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.
- 24) Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.
- a) disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
 - b) use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
 - c) disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
 - d) use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.
- 25) The Receiving Party also agrees and accepts that it may endeavor:
- a) use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree

of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;

- b) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - c) limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
 - d) upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.
- 26) Return or destruction: The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party"s possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.
- 27) Permitted disclosure: The provisions of paragraph 23 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.
- 28) Ownership of Information: Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.
- 29) No Representation: Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be

under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

- 30) Remedies and Relief: The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

Payments to the Agency

- 31) The Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the DDA against any inaccuracy in the work, which might surface during implementation of the project.
- 32) Advance payment will not be considered.
- 33) The Agency will submit pre-receipted invoices in triplicate, complete in all respects, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken, supporting documents and bills as well as documentation in support of the bill.
- 34) The final payment, each year, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by DDA.
- 35) Currency: The price is payable in local currency i.e. Indian Rupees.
- 36) Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.
- 37) If the Agency does not make any demand for reconciliation in respect of any claim, in writing, within 30 days of receiving the intimation from the Officer-in-Charge that "final bill is ready for the payment", the claim of the Agency shall be deemed to have been waived and absolutely barred and the DDA shall be discharged and released of all liabilities under the contract in respect of such claim.

Assignment and Charges

- 38) The Work order shall not be assigned by the Agency save and except with prior consent in writing of the DDA, which the DDA will be entitled to decline without assigning any reason whatsoever.
- 39) The DDA is entitled to assign any rights, interests and obligations under this Work order to third parties.

Force Majeure

- 40) Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country (such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions,

strikes, lockouts) (hereinafter referred to as "events") provided such event is duly endorsed by the appropriate authorities/chamber of commerce in the country.

- 41) Force Majeure shall not include
 - (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
 - (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- 42) A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as practicable, but within 21 days from the date of occurrence and termination thereof.
- 43) No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
 - a) Has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
 - b) has informed the other party as soon as possible about the occurrence of such an event.
 - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
 - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.
- 44) If a Party has given the notice specified above, neither of the Parties shall be able to terminate, suspend or excuse the non- performance of its obligations hereunder nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.
- 45) Deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the DDA as to whether the deliveries have so resumed or not, shall be final and conclusive, provided that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the DDA may, at his option, terminate the Contract.
- 46) Extension of Time: Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 47) Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

Termination

- 48) By the DDA: The DDA may terminate this Work order, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:
 - a) if the Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the DDA may have subsequently approved in writing;
 - b) within fifteen (15) days, if the Agency become insolvent or bankrupt;
 - c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15)days;
 - d) within fifteen (15) days, if the Agency fails to comply with any final decision reached as a

- result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the Agency submits to the DDA a false statement which has a material effect on the rights, obligations or interests of the DDA. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the DDA;
 - f) within seven (7) days, if the Agency, in the judgment of the DDA has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
 - g) if the DDA, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days' decides to terminate this Work order.
- 49) Subject to clause 18 of this agreement, any functionality which is neither in the tender document nor explicitly specified in the scope of work, either by accident or by design, will not be considered to be a breach of contract, such that the Agency must be liable for legal actions and be charged for damages.
- 50) DDA may, at any time, terminate the purchase order by giving four weeks written notice to the Agency, without any compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent.
- 51) Payment upon termination: Upon termination of this Work order, the DDA will make the following payments to the Agency:
- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
 - b) If the Work order is terminated pursuant to Clause 48, the Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the DDA may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the DDA. Under such circumstances, upon termination, the DDA may also impose liquidated damages as per the provisions of relevant clauses of this Work order.
 - c) The Agency will be required to pay any such liquidated damages to DDA within 30 days of termination date.
- 52) Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Severability:

- 53) If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such in valid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

Risk Purchase

- 54) In the event Agency fails to execute the project as stipulated in the delivery schedule, or to the satisfaction of the DDA or fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DDA due to breach of any obligations of the Agency under this Agreement, DDA reserves the right to procure similar or equivalent Services/Deliverables from another alternate source at the risk, cost and responsibility of the Agency.

- 55) Any incremental cost borne by the DDA in procuring such Services/ Deliverables shall be borne by the Agency. Any such incremental cost incurred in the procurement of such Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments, Security Deposit/Bank Guarantee provided by the Agency under this Agreement, and if the value of the Services/Deliverables under risk purchase exceeds the amount of Security Deposit/Bank Guarantee, the same may be recovered if necessary by due legal process. Before taking such a decision under this Clause, DDA shall serve a notice period of 1(one) month to the Agency.

Limitation of Liability

- 56) Neither the Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- 57) Except in the case of Gross Negligence or Willful Misconduct on the part of the Agency or on the part of any person acting on behalf of the Agency executing the work or in carrying out the Services, the Agency, with respect to damage caused by the Agency including to property and/or assets of DDA or its clients shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (A) or (B) is higher.
- 58) This limitation of liability stated in this Clause, shall not affect the Agency's liability, if any, for direct damage by Agency to a Third Party's real property, tangible personal property or bodily injury or death caused by the Agency or any person acting on behalf of the Agency in executing the work or in carrying out the Services.
- 59) For the purposes of above Clauses, -
- (i) "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
 - (ii) "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

Indemnity

- 60) Agency shall indemnify, protect and save the DDA and hold the DDA harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from
- (i) an act or omission of the Agency, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
 - (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Agency
 - (iii) use of the deliverables and or services provided by the Agency,
 - (iv) the alleged negligent, reckless or otherwise wrongful act or omission of the Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the DDA;
 - (v) Infringement of any patent trademarks copyrights etc. or such other statutory

infringements in respect of all components provided to fulfil the scope of this project. Agency shall further indemnify the DDA against any loss or damage to the DDA's premises or property, DDA's data, direct financial loss, loss of life, etc., due to the acts of the Agency's employees or representatives. The Agency shall further indemnify the DDA against any loss or damage arising out of loss of data, claims of infringement of third- party copyright, patents, or other intellectual property, and third- party claims on the DDA for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- a) The DDA notifies the Agency in writing in a reasonable time frame on being aware of such claim,
- b) The Agency has sole control of defense and all related settlement negotiations,
- c) The DDA provides the Agency with the assistance, information and authority reasonably necessary to perform the above, and
- d) The DDA does not make any statement or comments or representations about the claim without prior written consent of the Agency, except under due process of law or order of the court.

(vi) any Services related to or rendered pursuant to the Work order (collectively — Indemnified matter).

- 61) DDA stand indemnified from any claims that the hired manpower / Agency's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. DDA also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Agency's manpower while discharging their duty towards fulfilment of the purchase orders.
- 62) It is clarified that the Agency shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the DDA's (and/or its customers, users and service providers) rights, interest and reputation.
- 63) Agency shall be responsible for any loss of data, loss of life, etc, due to acts of Agency's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.
- 64) Agency should take full responsibility for its and its employee's actions. Further, since the DDA's data could be integrated / used under Agency provided software, the Agency should be responsible for loss/compromise or damage to DDA's data.
- 65) The Agency should indemnify the DDA (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:
 - (i) IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 and such other statutory acts and amendments thereto.
 - (ii) Negligence and misconduct of the Agency, its employees, and agents.
 - (iii) Breach of any terms of RFP, Representation or Warranty.
 - (iv) Act or omission in performance of service.
 - (v) Loss of data due to any of the reasons mentioned above.
- 66) Indemnity would be limited to the damages as awarded by arbitrator / court for direct claim and shall exclude indirect, consequential and incidental damages provided that the claims against users and service providers of the DDA and also claim by and against customers would be considered as "direct" claim.

- 67) In the event that the DDA is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Agency on its own expense will undertake to defend the DDA.
- 68) It will be the Agency's responsibility to rapidly do away with such third- party claims. The Agency will also pay any compensation arising from the infringement claims and the DDA will in no manner be responsible for such payments. In addition, the Agency will bear all the related expenses and legal fees.
- 69) On its part, the DDA will immediately relay to the Agency any such claims and offer assistance within reasonable limits to rid the claim.
- 70) The Agency must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the DDA has the right to cancel the order and the Agency will have to refund the total amount received from the DDA along with the interest and separate penalties. Similar conditions apply to software; as well the system software must be licensed and original.
- 71) As soon as reasonably practicable after the receipt by the DDA of a notice of the commencement of any action by a third party, the DDA will notify the Agency of the commencement thereof; provided, however, that the omissions to notify shall not relieve the Agency from any liability which it may have to the DDA or the third party.
- 72) The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof.
- 73) The foregoing provisions are in addition to any rights which the DDA may have at common law, in equity or otherwise.
- 74) The Agency shall at all times indemnify and keep indemnified DDA against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 75) The Agency shall at all times indemnify and keep indemnified DDA against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
- 76) The Agency shall at all times indemnify and keep indemnified DDA against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- 77) All claims regarding indemnity shall survive the termination or expiry of the Work Order.

Settlement of disputes and Arbitration

- 78) Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation. The DDA and the Agency shall make every effort to resolve amicably, by direct formal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 79) If, after 30 (thirty) days from the commencement of such formal negotiations/Claims (through written communications), including the final bill for payment, to the Project-In-Charge, the DDA and the Agency are unable to resolve amicably such dispute, the matter will be referred to the Vice-Chairman of the DDA, for his/her opinion.
- 80) If the Agency doesn't agree with the opinion of the Vice-Chairman of the DDA, the matter shall be referred to a panel of three Arbitrators: one Arbitrator to be nominated by DDA, the other

one to be nominated by the Agency and a third arbitrator to be appointed by the two arbitrators jointly. The award of the Arbitrators shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Conciliation Act, 1996 and the venue of such arbitration shall be Delhi. Cost of arbitration shall be borne by each party proportionately, as per the Schedule IV of the Arbitration and Conciliation Act, 1996 as amended up to date. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

Notices

- 81) Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given either by –
- (i) e-mail at the email address mentioned in this agreement or,
 - (ii) through any physical mode (such as hand delivery, recognized international courier) and transmitted or delivered to the Parties at their respective addresses.
- 82) The notices shall be deemed to have been made or delivered –
- (iii) in the case of any communication made by email, when transmitted properly addressed to such e-mail address, and
 - (iv) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address.

Intellectual Property Rights

- 83) If DDA desires, the Agency shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Agency, and which may be assigned by the DDA to the Agency for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract, shall be acquired in the name of the DDA, prior to termination of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the DDA.
- 84) The Agency / Agency's Team shall ensure that while it uses any software, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep the DDA indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency or the Agency's Team during the course of performance of the Services. In case of any infringement by the Agency / Agency's Team, Agency shall have sole control of the defense and all related settlement negotiations.
- 85) Documents Prepared by the Agency to be the Property of the DDA: All designs, reports, other documents and software submitted by the Agency pursuant to this work order shall become and remain the property of the DDA, and the Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the DDA, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. The future use of these documents and software, if any, shall be with specific consent of the DDA.
- 86) If a third party's claim endangers or disrupts the DDA's use of the Deliverables, the Agency shall at no further expense, charge, fee or cost to the DDA, (i) obtain a license

so that the DDA may continue use of the Deliverables in accordance with the terms of this RFP.

- 87) Agency shall indemnify and keep fully and effectively indemnified the DDA from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Agency or his subcontractors or in respect of any other services rendered under this RFP.

Publicity

- 88) Except as required by law, the Agency shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA without the explicit written permission of the DDA.

Performance Security

- 89) In the event where due extension of work order or otherwise, validity of Performance Bank Guarantee is near its expiry, the Agency shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide a fresh unconditional and irrevocable bank guarantee as Performance Security for the same amount as existing Bank Guarantee, or The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment.
- 90) If the DDA shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the DDA shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Agency of its obligations under this Work order until such time as the DDA shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the DDA will refund to the Agency the full amount of the bank guarantee, unless the DDA has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Agency; provided that the DDA will not be liable to pay any interest on such balance.
- 91) The DDA will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the DDA in accordance with the provisions hereof, be released by the DDA within a period of 60(Sixty) Days from the date of completion of the services.
- 92) The DDA shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
 - a) the Agency becomes liable to pay penalty;
 - b) occurrence of any of the events listed in sub-clauses(a) through(f) of Clause3.2.1 of this Work Order;
 - c) any material breach of the terms hereof; and/or
- 93) Without prejudice to paragraph above, if the Agency fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the

provisions of this Work order, the DDA shall have the right to terminate the agreement forthwith and the Agency shall have no claim over the payments due to it.

IN WITNESS whereof the parties hereto have caused this Agreement/Tender Documents to be executed in accordance with tender document read with prevailing laws.

Signed, Sealed and Delivered for & on behalf
of Agency

Signed, Sealed and Delivered for & on behalf of
DDA

Signed :

Signed :

Name :

Name :

Date :

Date :

Place : New Delhi

Place : New Delhi

In the presence of:

In the presence of:

Signed :

Signed :

Name :

Name :

Date :

Date :

Place : New Delhi

Place : New Delhi

Annexure-A	Price Details
Annexure-B	Tender Document/ Corrigendum
Annexure – C	Corrigendum issued by DDA on the Tender Document
Annexure - D	Technical Bid submitted by Agency

Form R

Form for submission of Pre-Bid Query

Name of the Organization:

Address:

Contact Person (Name, Designation) :

e-mail:

Mobile No:

Pre-Bid Query No.	RFP Document		Content of RFP requiring Clarification(s)	Points of clarification
	Section/ Para No	Page No		

Form S

INDEMNITY BOND

THIS BOND is made on this day of, 2018 by M/s..... through Shri..... duly authorized representative of the (hereinafter referred to as which expression shall unless context requires different or another meaning, include its successors, administrators and assigns) in favour of the Delhi Development Authority, a body corporate constituted under Section 3 of Delhi Development Act, 1957 (hereinafter called "The Authority" which expression shall include its successors and assigns).

WHEREAS has entered into an agreement executed on, 2018 with the Authority (hereinafter referred to as "The said Agreement") for the "<Name of the tender>"

AND WHEREAS M/s..... has to indemnify the DDA against any loss or damage that DDA may sustain on account of any claims made by its employees for any loss / damage payment etc during performance of his duty in DDA or on any account as aforesaid.

Now therefore, in consideration of the said Agreement, the executant..... hereby undertakes to indemnify DDA and shall always keep it indemnified against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by its employees for any loss / damage payment etc during performance of his duty in DDA.

Now, therefore, in witness thereof the Executant Company has set its hand through its authorized representative on the day, month and the year first mentioned herein above.

EXECUTANT

For M/s
(Authorized representative
of Bidder or Lead Member in case of Consortium)

Witness:

- 1.
- 2.

FORM T

Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank Guarantee:

Date:

Dear Sir,

In consideration of DDA, Government of India (hereinafter referred as the 'DDA', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the '_Agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of DDA's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Agency, resulting in a Work order valued at Rs.[amount in figures and words] for (Scope of Work) (hereinafter called the '_Work order') and the Agency having agreed to furnish a Bank Guarantee amounting to Rs.[amount in figures and words] to the DDA for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the DDA immediately on demand an or, all monies payable by the Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Agency. Any such demand made by the DDA on the Bank shall be conclusive and binding notwithstanding any difference between the DDA and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the DDA discharges this guarantee.

The DDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The DDA shall have the fullest liberty without affecting 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 DDA and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the DDA and the Agency any other course or remedy or security available to the DDA. The Bank shall not be relieved of its obligations under these presents by any exercise by the DDA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the DDA or any other indulgence shown by the DDA or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the DDA 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 Agency and notwithstanding any security or other guarantee that the DDA may have in relation to the Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Agency /the Bank or any absorption, merger or amalgamation of the Agency/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs.[amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Agency] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in _yyyy format] at[place].

WITNES

1. [signature, name and address]
2. [signature, name and address]

[Official Address]
[With Bank Stamp]

Designation

Attorney as Per Power of Attorney No.
whichever is not applicable.

Dated Strike out,

The stamp papers of appropriate value shall be purchased in the name of bank which issues the Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the DDA.**FORM U**Switching - Quoted products should have IPv6 Ready Logo approval. All switches and Fibre Modules should be from same OEM:

Scanned copy or link of Relevant documents (Publically available datasheets of the products or other) to be submitted.

FORM V

Structured cabling – The SCS brand should have direct presence from at least 5 years or more in India:-

Scanned copy or link of Relevant documents (Publically available datasheets of the products or other) to be submitted.

FORM W

All passive cable and components should be from same OEM:

Scanned copy or link of Relevant documents (Publically available datasheets of the products or other) to be submitted.

FORM X

All active networking equipment except UTM box should be from same OEM:

Scanned copy or link of Relevant documents (Publically available datasheets of the products or other) to be submitted.

