

REQUEST FOR PROPOSAL

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Mukhyalaya
Rashtriya Raksha Academy
Headquarters
National Defence Academy
PO NDA Khadakwasla
Pune – 411 023

019223/ILL/2009 -10/MIS(IT)

07 Dec 09

PROCUREMENT AND INSTALLATION OF SECURITY HARDWARE FOR UPGRADED INTERNET LEASED LINE OF 10 MBPS

1. Bids in sealed cover are invited for supply of items listed in Part III of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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

- (a) Bids/queries to be addressed to : COMMANDANT
NATIONAL DEFENCE ACADEMY,
PO NDA, KHADAKWASLA ,
PUNE – 411 023
- (b) Postal address for sending the Bids: MIS CELL , TRAINING BRANCH
SUDAN BLOCK,
NDA, KHADAKWASLA,
Pune – 411 023
- (c) Name/designation of the contact personnel : GSO – 2 (EDP & SA)
- (d) Telephone numbers of the contact personnel : 020 - 25206880
- (e) e-mail ids of contact personnel : nda_it_tenders@ndapune.org
- (f) Fax number : 020 - 25206880

3. This RFP is divided into five Parts as follows:-

- (a) **Part I** Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- (b) **Part II** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder

Conditions under which this RFP is issued

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
5. Please acknowledge receipt.

Sd/xxx
(Pooja Nautiyal)
Major
GSO-2(EDP & SA)
For Commandant

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** **04 Jan 2010 by 1330 hrs**
The sealed Bids (both technical and Commercial, should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as '**Technical Bids and Commercial Bids**' or send by registered post at the address given at Para 2 (b) so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids.** **05 Jan 09 at 1100 hrs.** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box (MIS CELL , TRAINING BRANCH, SUDAN BLOCK, NDA, KHADAKWASLA, Pune – 411 023).** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids. (MIS CELL , TRAINING BRANCH, SUDAN BLOCK, NDA, KHADAKWASLA, Pune – 411 023).** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system.** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids .** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification

12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The Bids should remain valid till **30 June 2010** from the last date of submission of the Bids.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for the amount of **1,75,000/- (Rupees One Lacs Seventy Five Thousand)** of the total cost of the commercial bid along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Appendix attached EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. List of Hardware & Software required is as follows:-

S No	Item	Qty
(a)	UTM With IPS, firewall and Web content and URL filtering	01
(b)	Bandwidth Shaping Device	01
} Features mentioned may form part of single device /equipment		
(c)	Antivirus for desktop level suite (Internet suite)	165
(d)	Layer 3 Switch	01
(e)	Server for Active Directory	01
(f)	48 Port DSLAM	01
(g)	ADS12+CPE	48
(h)	Installation and Integration	-

2. **Technical Details.**

(a) WAN links provided by ISP should be terminated on UTM on Ethernet. Appropriate policy should be configured on UTM to protect internal network from external threats. UTM should also be configured for Application inspection. NAT should be configured on UTM if required to hide internal Private IP addresses from internet.

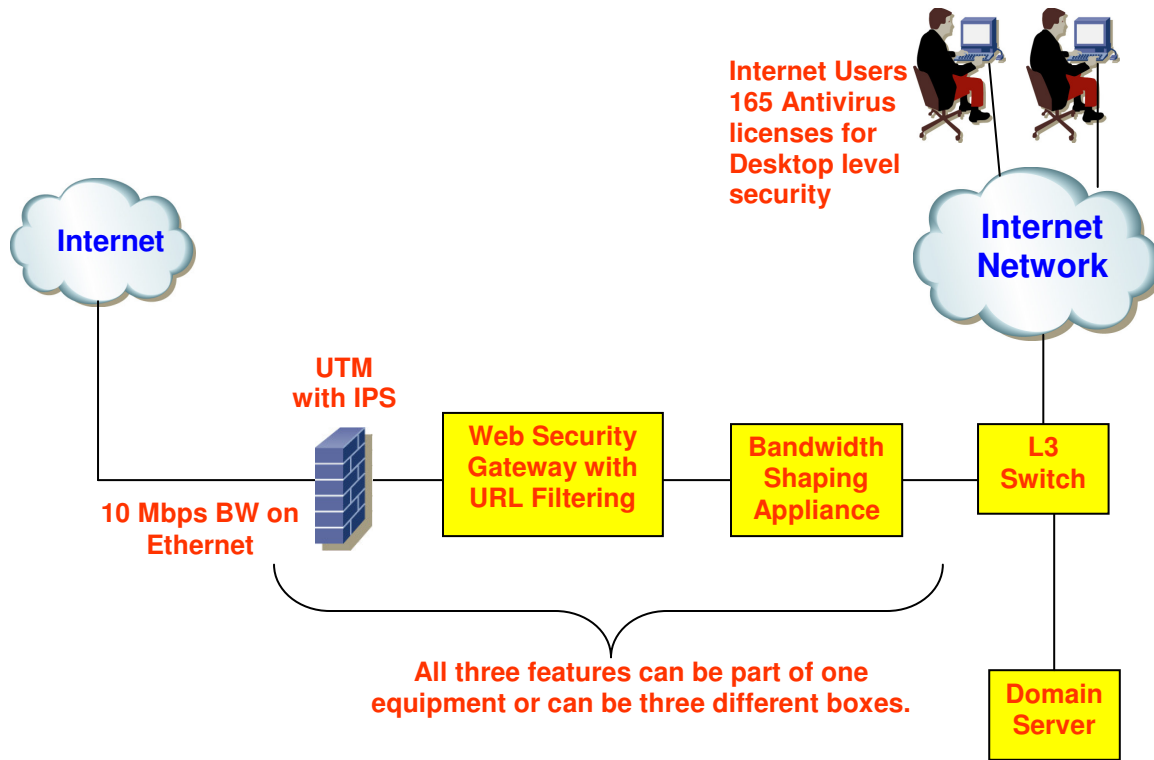
(b) IPS Module should be integrated with UTM and should be configured inline. It should be configured to protect internal network from intrusions penetrating from external network. It should be configured with latest engine and signatures. It should also be configured to receive online signatures from internet. IPS should generate report on Top attacks and so on.

(c) UTM should have web security feature in terms of content filtering and URL filtering or should have the capability to be connected to Web Security Gateway device as per Network Connectivity diagram. Appropriate policy should be configured to take corrective action when viruses, malware are found. All modules including proxy, caching, URL filtering, web reputation filtering, anti malware, anti virus and reporting module should be configured appropriately. It should be configured to get automatic updates from internet.

(d) UTM with IPS, Web Security and firewall appliance should be connected to Bandwidth shaping/manager appliance as per network diagram. This appliance should be configured in L2 transparent mode and it should be inline to the traffic. Appropriate policy of traffic shaping e.g. assigning bandwidth to a user or group of users should be configured on this device. Reporting software (if not available with box) should be installed on domain server. It may be noted that UTM appliance can have inbuilt capability of bandwidth shaping.

(e) Layer 3 switch should be configured with appropriate VLANs and routing protocol for supporting clients connected on the network. It should be configured with security features like ACL, passwords.

(f) Domain Server (Windows Server 2003) should be installed by vendor (software for Domain Server to be provided by customer). Appropriate policy should



3. **Two-Bid System**. In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid.

4. **Common Specifications**

Following are the common feature requirements :-

S No	Specification of item offered	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
(a)	UTM and Web Security Solution need to be from Single OEM for easy integration.		
(b)	Comprehensive One year on-site Warranty and 165 user Licenses for One year and Uptime of 99.99% .		

FORM FOR TECHNICAL BID AND COMPLIANCE STATEMENT
FOR UTM WITH IPS MODULE & AND FIREWALL

S No	Specification of item offered	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
1	Product or OEM should be ISO 9001-2000 Certified		
2	OEM should have regional presence for sales & support		
3	Proposed appliance should support inbuilt hdd for storage of Logs & reports.		
4	Proposed solution should comply FCC and CE norms		
5	The proposed solution should match following criteria.		
	(a) Must be based on Multicore Parallel Processing Architecture		
	(b) 10 number of 10/100/1000 interface with Hardware Bypass		
	(c) 25,000 number of new connection		
	(d) 750,000 number of concurrent connection		
	(e) 3500Mbps Firewall throughput		
	(f) 1200Mbps IPS throughput		
	(g) 600Mpbs UTM throughput (This is must!)		
6	The proposed solution should have unrestricted user/node license.		
7	The proposed solution must work as standalone HTTP proxy server with integrated Firewall, Content filtering, Bandwidth Manager.		
8	The proposed solution must support User based policy configuration for security & internet management.		
9	The proposed solution should provide on appliance reports based on user not only on the base of IP address.		
10	Administration, Authentication & General Configuration		
	The proposed solution should support administration via secured communication over HTTPS, SSH and from Console.		
	The proposed solution should be able to export and import configuration backup including user objects		
	The proposed solution should support Route		

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	The proposed solution should support Dynamic DNS configuration.		
	The proposed solution should provide bandwidth utilization graph on daily, weekly, monthly or yearly for total or individual ISP link.		
	The proposed solution should provide real time data transfer/bandwidth utilization done by individual user/ip/application.		
	The proposed solution should support Parent Proxy with IP/FQDN support.		
	The proposed solution should support NTP.		
	The proposed solution should support user/ip/mac binding functionality to map username with IP address & MAC address for security reason.		
	The proposed solution should have multi lingual support for Web admin console.		
	The proposed solution should support Version roll back functionality.		
	The proposed solution should support session time out & Idle time out facility to forcefully logout the users.		
	The proposed solution should support ACL based user creation for administration purpose.		
	The proposed solution should support LAN bypass facility in case appliance is configured in Transparent mode.		
	The proposed solution should support inbuilt PPPOE client and should be capable to automatically update all required configuration whenever PPPOE get changed.		
	The proposed solution should support SNMP v1, v2c & v3.		
11	High Availability		
	The proposed solution should support High Availability Active/Passive or Active/Active		
	The proposed solution should be ICSA certified High Availability solution.		
	The proposed solution should send notification to admin on change of appliance status in High Availability.		
	The HA traffic between two peers must be encrypted.		

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12	Firewall		
	The proposed solution should be standalone appliance with hardened OS.		
	The proposed solution should be ICSA & Webcoast checkmark certified firewall.		
	The proposed solution should support stateful inspection with user based one-to-one & dynamic NAT, PAT.		
	The proposed solution must support user identity as matching criteria along with Source/Destination IP/Subnet/group, destination Port in firewall rule.		
	The proposed solution should facilitate to apply unified threat policy like AV/AS, IPS, Content filtering, Bandwidth policy & policy based routing decision on firewall rule for ease of use, also unified threat controls must be applied on inter zone traffic.		
	The proposed solution should support user defined multi zone security architecture.		
	The proposed solution should have predefine application based on port/Signature & also support creation of custom application based on port/protocol number.		
	The proposed solution should support ibound NAT load balancing.		
	The proposed solution should support 802.1q VLAN tagging support.		
	The proposed solution should support dynamic routing like RIP1, RIP2, ISPF, BGP4.		
	The proposed solution should support Cisco compliance command line interface for Static/Dynamic routing.		
	The proposed system should provide alert message on Dash Board whenever default password is not changed, non secure access is allowed & module subscription is expiring.		
	The proposed system must provide Mac Address (Physical Address) based firewall rule to provide OSI Layer 2 to Layer 7 security		
13	IPS		
	The proposed solution should be webcoast checkmark certified.		
	The proposed solution should have signature based and protocol anomaly based Intrusion		

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	The proposed solution must support creation of multiple IPS policy for different zone instead of blanket policy at interface level.		
	The proposed solution must support configuration option to disable/enable category/signature to reduce the packet latency.		
	The proposed solution should give username along with IP in IPS alerts and reports.		
	The proposed solution should automatically takes update from update server.		
	The proposed solution must support blocking of anonymous open HTTP Proxy running on 80 port or any other port & also should support client based open proxy like Ultra surf. .		
	The proposed solution should able to detect & block known P2P based instant messaging application like skype & known chat application like WLM, Rediffbol etc.		
	The proposed solution should generate the alerts for attacks		
	The proposed solution should generate historical reports based on top alerts, top attackers, severity wise, top victims, protocol wise.		
14	Proxy Solution Web content filtering		
	The proposed solution should be webcoast checkmark certified.		
	The proposed solution should be integrated solution with local database instead of quering to database hosted somewhere on the internet.		
	The proposed solution must work as Standalone HTTP proxy.		
	The proposed solution must have 82+ web category with 40 Million URL database.		
	The proposed solution must have following features inbuilt		
	a. Should able to block HTTPS based URLs with the help of Certificates.		
	b. Should able to block URL based on regular expression		
	c. Should support exclusion list based on regular expression		
	d. Must have support to block any HTTP Upload traffic.		

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	The proposed solution should support application control blocking features as follows		
	a. Should able to block known Chat application like Yahoo, MSN, AOL, Google, Rediff, Jabber etc		
	b. Should support blocking of File transfer on known Chat application and FTP protocol.		
	The proposed solution must block HTTP or HTTPS based anonymous proxy request available on the internet.		
	The proposed solution should provide option to customize Access denied message for each category.		
	The proposed solution should be CIPA compliant and should have predefined CIPA based internet access policy.		
	The proposed solution should be able to identify traffic based on Productive, Neutral, unhealthy & non working websites as specified by admin.		
	The proposed solution should have specific categories that would reduce employee productivity, bandwidth choking sites and malicious websites.		
	The proposed solution should able to generate reports based on username, IP address, URL, groups, categories & category type.		
	The proposed solution should support search criteria in reports to find the relevant data.		
	The proposed solution should support creation of cyclic policy on Daily/Weekly/Monthly/Yearly basis for internet access on individual users/group of users.		
	The proposed solution should support creation of internet access time policy for individual users or on group basis.		
	The proposed solution should support creation of Data transfer policy on daily/weekly/monthly/yearly basis for individual user or group basis.		
	The proposed solution should support creation of cyclic data transfer policy on Daily/weekly/Monthly/yearly basis for individual user or on group.		
	The proposed solution should have integrated bandwidth management		

	in a single policy & bandwidth should change as per schedule on the fly.		
	The proposed solution must provide web category based bandwidth management and prioritization.		
	The proposed solution must provide Safe Search Enforcement feature for well known search engines (Google / Yahoo / Altavista / Microsoft Bing) to block adult / pornography search.		
15	Logging & Reporting		
	The proposed solution must have integrated on appliance reporting.		
	The proposed solution should support minimum 45 different templates to view the reports		
	The proposed solution should provides reports in HTML, CSV & graphical format.		
	The proposed solution should support logging of Antivirus, Antispam, content filtering, Traffic discovery, IDP, Firewall activity on syslog server.		
	The proposed solution should provides detailed reports for all files uploaded via HTTP or HTTPS protocol. The report should include username/IP address/URL/File name/Date and Time.		
	The proposed solution should provide data transfer reports on the based of application, username, Ipaddress.		
	The proposed solution should provide connection wise reports for user, source IP, destination IP, source port, destination port or protocol.		
	The proposed solution should have facility to send reports on mail address or on FTP server.		
	The proposed system solution provide approximate 45 regulatory compliance reports for SOX, HIPPA, PCI, FISMA and GLBA compliance.		
	The proposed solution should support Auditing facility to track all activity carried out Security appliance.		
	The proposed solution should support multiple syslog server for remote logging.		
	The proposed solution should forward logging information of all modules to syslog servers.		
	The proposed solution should have configurable option to send reports on designated email address.		
	The proposed solution should be able to provide detailed reports about all mails passing through the firewall.		
	The proposed solution should provide reports		

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	The proposed solution must work as SMTP proxy not as MTA or relay server.		
	The proposed solution should support scanning for SMTP, POP3, IMAP, FTP, HTTP, FTP over HTTP protocols.		
	The basic virus signature database of proposed solution should comprise complete wild list signatures and variants as well as malware like Phising, spyware.		
	The proposed solution should have facility to add signature/disclaimer in mails.		
	The proposed solution must support on appliance quarantined facility and also personalized user based quarantine area.		
	The proposed solution should support blocking of dynamic/executable files based on file extension.		
	For SMTP traffic, the proposed solution should support following actions for infected, suspicious or protected attachments mails.		
	a. Drop mail		
	b. Deliver the mail without attachment		
	c. Deliver original mail		
	d. Notify to administrator		
	The proposed solution should support multiple anti virus policy for sender/recipient email address or address group for notification setting, quarantine setting & file extension setting instead of single blanket policy		
	The proposed solution should update the signature database at a frequency of less than one hour & it should also support manual update.		
	For POP3 & IMAP traffic, the proposed system should strip the virus infected attachment & send notification to recipient & Admin.		
	The proposed solution should scan http traffic based on username, source/destination IP address or URL based regular expression.		
	The proposed solution should provide option to bypass scanning for specific HTTP traffic.		
	The proposed solution should support real mode & batch mode for HTTP virus scanning.		
	The proposed solution should provide historical reports based on username, IP address,		

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17	Gateway Anti Spam		
	The proposed solution should have an integrated Anti Spam solution.		
	The proposed solution should have webcoast checkmark certification for Anti Spam.		
	The proposed solution should have configurable policy options to select what traffic to scan for spam.		
	The proposed solution should support spam scanning for SMTP, POP3, IMAP.		
	The proposed solution should support RBL database for spam detection.		
	The proposed solution must support mail archive option to keep copy of incoming & outgoing mails to administrator defined email address.		
	The proposed solution should have multiple configurable policy for email id/address group for quarantine setting, different actions instead of blanket policy.		
	The proposed solution must support on appliance quarantined facility and also <input type="checkbox"/> ersonalized user based quarantine area with email release option		
	The proposed solution should support real time spam detection & also supports proactive virus detection technology which detects and blocks the new outbreaks immediately and accurately.		
	For SmtP traffic, the proposed solution support following actions		
	a. Tagging		
	b. Drop		
	c. Reject		
	d. Change recipient		
	e. Deliver the mail to recipient		
	The proposed solution should support IP/Email address white list/Black list facility.		
	The proposed solution should support option to enable/disable antispam scanning for SMTP authenticated traffic.		
	The proposed solution should support spam detection using Recurrent pattern detection technology (RPD) to identify spam out breaks.		
	The proposed solution should support language independent spam detection functionality.		

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	The proposed solution must provide Anti-Spam Message Digest feature per user.		
	The proposed solution must use best of the bread OEM integrated Anti-Spam solution instead of properly solutions.		
	The proposed solution must include 165 Antivirus solution for desktop computers (Internet suite)		

Please specify the part numbers of each module/ accessory of the hardware being supplied . The buyer reserves the right of verifying the same from the OEM.

**FORM FOR TECHNICAL BID AND COMPLIANCE STATEMENT FOR
BANDWIDTH SHAPING/MANAGER APPLIANCE**

1 1	Reallocation of bandwidth to be optimized level and make best use of limited resources.		
2	Control network congestion. Traffic latency. Application response times (overcomes queuing deficiencies in routers and other devices).		
3	Classifies traffic by application, IP, IP subnet, MAC, TCP/UDP Ports.		
4	Centralized Management and Reporting		
5	Deny SYN/UDP/ICMP flood, deny port scan. Limit Access control according to user's access rights based on IP or TCP/UDP port. Discard per user connection based on IP or		
6	IP Flows TCP/IP: 40000/20000		
8	Link Speed for Shaping: 10 Mbps and upgrade Upto 45 Mbps		
9	Policies: upto 1024		
10	IP Hosts: upto 20,000		
11	Compression: upto 20 Mbps		
12	Network Interfaces(in and out):10/100/1000		
13	Console Port for Maintenance		
14	19" Rack Mountable		
15	Power Supply: 110-240VAC, 50-60Hz		
16	Alternate traffic path if Bandwidth Controller fails		
17	Device Requirement		
	Bandwidth Shaping/Manager Hardware appliance solution		
	Should provide License for 10Mbps Internet Bandwidth.		
	Same hardware platform should support up to 100Mbps (full duplex) with License upgrade.		
	Support redundancy with upgrade		

Please specify the part numbers of each module / accessory being supplied as part of Bandwidth Shaping/Manager Appliance. The buyer reserves the right of verifying the same from the OEM.

**FORM FOR TECHNICAL BID AND COMPLIANCE STATEMENT FOR LAYER III SWITCH
with 8 10/100 Base T PoE Ports and one 1000 Base T/X Combo PORT**

S No	<u>Specification of item offered</u>	<u>Compliance to RFP specification – whether Yes / No</u>	<u>In case of noncompliance, deviation from RFP to be specified in unambiguous terms</u>
1.	General Features		
	The switch should have minimum 8 10/100 Base T with PoE and 1 Dual Purpose 10/100/1000 Base T/SFP Combo Port		
	Should support 802.3af PoE (Power Over Ethernet)		
2.	Performance		
	Minimum of 32 Gbps Switching Fabric		
	Forwarding rate – 2.6 Mpps or Above		
	Support for up to 12,000 MAC addresses, up to 11,000 unicast routes & 1000 IGMP groups and multicast routes		
3.	Layer-2 Features		
	IEEE 802.1Q VLAN encapsulation. Up to 1024 VLANs per switch		
	Centralized VLAN Management.		
	Spanning-tree PortFast and PortFast guard for fast convergence		
	IEEE 802.1d, 802.1s, 802.1w, 802.3ad		
	IGMP snooping v1, v2 and v3		
	Link Aggregation Protocol (LACP)		
	The Switch should be able to discover the neighbouring device of the same vendor giving the details about the platform, IP Address, Link connected through etc, thus helping in troubleshooting connectivity problems.		
4.	Layer-3 Features		
	IP unicast routing protocols (static, RIPv1, and RIPv2, RIPng)		
	IP Advanced Routing Protocol Support for OSPF, and Border Gateway Protocol Version 4, IS-IS and PBR with license upgrade.		
	Support for IPv6 unicast routing capability (static, RIP, and OSPF protocols) to forward IPv6 traffic with license upgrade		
	Support for Protocol Independent Multicast (PIM) for IP Multicast routing, including PIM sparse mode (PIM SM), PIM dense mode (PIM DM), and		

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	Rate limiting support based on source and destination IP address, source and destination MAC address, Layer 4 TCP and UDP information, or any combination of these fields, using QoS ACLs (IP ACLs or MAC ACLs).		
6.	Network security features		
	IEEE 802.1x, VLAN ACL, Unicast MAC filtering, ACL		
	Support for SSHv2, Kerberos, and SNMPv3, RADIUS, TACACS+		
	DHCP Interface Tracker (Option 82) to augment a host IP address request with the switch port ID.		
7.	Management		
	CLI, RMON, Web Access		
	Layer 2 traceroute, TFTP, NTP		
	RMON I and II standards		
	SNMPv1, SNMPv2c, and SNMPv3		

Please specify the part numbers of each module / accessory being supplied as part of Layer III Switch. The buyer reserves the right of verifying the same from the OEM.

**FORM FOR TECHNICAL BID AND COMPLIANCE STATEMENT
FOR DOMAIN SERVER**

Item	Specifications	Compliance (Yes/No)	Remarks
Chassis	2 U Rack Mountable		
CPU	One * Quad Core Intel Xeon E5504 Processor (2 GHz), 4 MB (1 x 4 MB) L3 cache (MAX)		
Motherboard	Intel® 5520 Chipset		
Memory	4 GB (2 x 2GB) with PC3-10600 (DDR3) Registered (RDIMM) memory,		
Bays	8 Hot Plug 3.5" hard disk bays + CDROM/DVD Bay		
Hard disk drive	300GB x 2 15K SAS HDD		
Controller	SAS Raid Controller with RAID 0/1/1+0/5/5+0 Support		
Networking features	Integrated Dual Port Gigabit Server Adapter		
Ports	USB 2.0 support With 5 total ports		
Bus Slots	Three (3) internal PCI Express slots (2x8 full-length/full-height and 1x16 low-profile/half-height)		
Optical drive	DVD drive		
Power Supply	Should be ready with Redundant Power Supplies		
Industry Standard Compliance	ACPI 2.0 Compliant, PCI 2.2 Compliant, WOL Support, Microsoft® Logo certifications, USB 2.0 Support, IPMI 2.0		
OS Support	Microsoft Windows Server, Microsoft Windows Server Hyper-V, Red Hat Enterprise Linux (RHEL), Red Hat Enterprise Linux Virtualization, SUSE Linux Enterprise Server (SLES), SUSE Linux Enterprise Server with XEN Oracle Enterprise Linux (OEL), Solaris 10 for x86/x64 based Systems, VMware, Citrix Essentials for XenServer		

Please specify the part numbers of each module / accessory of the hardware being supplied as part of server. The buyer reserves the right of verifying the same from the OEM.

FORM FOR TECHNICAL BID AND COMPLIANCE STATEMENT FOR 48 PORT DSLAM

S No	Specification of item offered		Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
1.	System			
	ADSL/ADSL2+ port	48		
	Support ADSL/ADSL2/ADSL2+ Subscriber Interface	Yes		
	Two 100/1000 BaseT auto sensing Ethernet port (or two GBIC interface) Combo design	Yes		
	Build in POTS Splitter	Yes		
	Daisy-chain (uplink & subtending)	Yes		
	Firmware download via FTP or TFTP	Yes		
	Dimension :	1.5 RU		
	Fan hot swapable	Yes		
	Operating Temperature	temperature hardening up to 65 Deg Cel		
	Power input	36VDC ~ - 72VDC		
	Syslog	Yes		
	Diagnostic	Yes		
	External Alarm Contact	Yes		
	Certification	NEBS comply		
2.	Functionality	Yes		
	ITU-T G.998.1 G.bond - ADSL2+ bonding	Yes		
	MAC learning	14K		
	Priority 802.1p	Yes		
	Loop Diagnostic Management	Yes		
	VLAN 802.1Q	1024		
	GVRP	Yes		
	Broadcast Storm Control	Yes		
	IGMP snooping / Proxy for IP Multicast	Yes		
	IGMP v1/v2 & v3	Yes		
	STP / RSTP	Yes		
	DHCP Option 82	Yes		
	DHCP snooping	Yes		
	Multicast Group	512		
	IGMP MVLAN(Multicast VLAN)	Yes		
	PPPoE to PPPoA (PPPoA forwarding)	Yes		
	IP Binding	Yes		

S No	Specification of item offered		Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
	QoS / Traffic Management	Yes		
	Rate limiting per PVC	Yes		
	Support priority queues based on IEEE 802.1p	Yes		
4.	ATM			
	Multiple ATM PVC per ADSL port	8		
	RFC 2684 Bridged	Yes		
	OAM F5 loopback	Yes		
	PVC Mapping to VLAN	Yes		
5.	Security			
	802.1x	Yes		
	MAC Count Limiting	Yes		
	ACL by IP and MAC	Yes		
	IP anti-spoofing	Yes		
	MAC anti-spoofing	Yes		
6.	Power Supply			
	It is the responsibility of the vendor to provide – 48 V DC power supply for connecting DSLAM in exchange room.	Yes		

Please specify the part number of each module/accessory being supplied as part of DSLAM. The buyer reserves the right of verifying the same from the OEM.

FORM FOR TECHNICAL BID AND COMPLIANCE STATEMENT FOR ADSL2+ CPE

S No	Specification of item offered	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
1.	Make		
	Should be from same OEM of DSLAM for easy integration		
2.	ADSL Fetures		
	System should support ADSL over POTS and ADSL2+		
3.	ATM Fetures		
	System should Support up to 8 PVCs, AAL5 (ATM Adaptation Layer type 5)		
4.	Routing/Bridge Fetures		
	System should support IEEE 802.1d Transparent Bridging 802.1q Pass-through Bridge, Up to 256 MAC Learning Address, IP Routing: TCP, UDP, ICMP, ARP, RIP v1 and RIP v2, Static Route, IP Multicast, IGMP v1 and v2		
5.	IP Management Features		
	System should support Multi-NAT Internet sharing, VPN (IPSec, PPTP) pass through, VoIP SIP Pass-through, Protocol and Generic Packet Filter, DNS Proxy, Dynamic DNS, DHCP Server/Relay/Client,		
6.	Network Management Fetures		
	System should provide Web-based Configuration Tool, Telnet Management,		
7.	Hardware Specifications		
	system should provide following port ADSL: One RJ-11or RJ-45 Port, LAN: 1-Port, 10/100M Auto MDI/MDIX , USB: 1 USB 1.1 Port, Reset Button, Status LEDs Indicator,		
8.	Environmental Specifications		

4. **Delivery Period.** Delivery period for supply of items would be **06 Weeks** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Consignee details** : -

**COMMANDANT,
NATIONAL DEFENCE ACADEMY,
POST OFFICE : NDA KHADAKWASLA,
PUNE - 411023
MAHARASHTRA,
INDIA**

PART III – STANDARD CONDITIONS OF RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms attached at **Appendix `A`**.
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (Three months) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (Six months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

14. **In case of Indigenous Bidders.**

(i) **General**

(aa) If Bidder desires to ask for excise duty or Sales Tax/VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ab) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of

be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(ae) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within Supply Order terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, Concession etc. if any obtained by the Seller.

(ii) **Customs Duty**

(aa) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer Supply Ordernumber..... dated.....

(ab) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(ac) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(iii) **Excise Duty**

(aa) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise

to them from any of their outstanding bills against the Supply Order or any other pending Government Supply Order and that no disputes on this account would be raised by them.

(ac) The Seller is also required to furnish to the Paying Authority the following certificates:-

(*)Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(**) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(***)A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/ protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(****) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular Supply Order or any other pending Government Supply Orders and that no dispute on this account would be raised by the Seller.

(iv) Unless otherwise specifically agreed to in terms of the Supply Order, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the Supply Ordered stores taking place during the pendency of the Supply Order.

(v) **Sales Tax / VAT**

(aa) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ab) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(vi) **Octroi Duty & Local Taxes**

(ab) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV – SPECIAL CONDITIONS OF RFP

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

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty. The specimen of PBG is enclosed as **Appendix 'B'** to this contract.

2. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 99% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. **Payment Terms** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS as attached at **Appendix 'C'**. The payment will be made as per the following terms, on production of the requisite documents:-

- (a) 50% of the total project cost will be paid on delivery of Hardware, Networking components and software.
- (b) 30% of the total project cost will be paid on satisfactory acceptance and installation of Hardware, Software and Networking Components.
- (c) 20% of the total project cost will be paid on satisfactory working of the eqpt for a period of one month from the date of acceptance.

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

5. **Paying Authority.** The payment will be released through Pr CDA(SC) on completion of the projects. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty

- (xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply Order/contract).
- (xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xiv) User Acceptance.
- (xv) Xerox copy of PBG.

6. **Fall clause** - The following Fall clause will form part of the contract placed on successful Bidder -

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

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

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

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

8. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. **Specification.** The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way adversely affect the end specifications of the equipment. Changes in technical details

11. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

12. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within one month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

13. **Inspection Authority.** The Inspection will be carried out by board of officer. The mode of inspection will be User inspection.

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

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

15. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder : -

(a) The claims may be presented either: -

(i) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or

(ii) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of acceptance of goods. The quantity claim shall be submitted to the Seller as per **Appendix 'D'**.

(c) The quality claims for defects or deficiencies in quality noticed during the acceptance testing shall be presented within 45 days of completion of acceptance testing of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per **Appendix - 'E'**.

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying

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

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

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

16. **Warranty.**

(a) The following Warranty will form part of the contract placed on successful Bidder :-

(i) The Seller warrants that the goods supplied under the contract Conform to technical specifications prescribed and shall perform according to the said technical specifications.

(ii) The Seller warrants for a period of **TWELVE** months from the date of acceptance of stores by the board of officers or date of installation and commissioning, whichever is later, that the goods / stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(iv) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 01% of the warranty period.

(v) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(vi) If a particular equipment/goods fails frequently and/or, the cumulative

(viii) The Seller will guarantee the shelf life of (One) year under the Indian tropical condition as given below :-

- | | | | |
|------|---------------------|---|-------|
| (aa) | Minimum temperature | - | 0 °C |
| (ab) | Maximum temperature | - | 60 °C |
| (ac) | Average Humidity | - | 80% |

17. **Product Support.** The following Product Support clause will form part of the contract placed on successful Bidder –

(a) The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of Ten years including Three years of warranty period after the delivery of _____ (name of equipment).

(b) The Seller agrees to undertake Maintenance Contract for a maximum period of Six months, extendable till the complete Engineering Support Package is provided by the Seller.

(c) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(d) Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(e) The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of three years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

18. **Annual Maintenance Contract (AMC) Clause.** The following AMC clause will form part of the contract placed on successful Bidder :-

(a) The Seller should be capable to provide comprehensive AMC for a period of Seven years from the end of warranty period. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:-

(i) **Preventive Maintenance Service.** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional check ups and

- (c) Serviceability of 99.99 % per year is to be ensured. This amounts to total maximum downtime of one day per year. Also unavailability should not exceed Eight hours at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.
- (d) Maximum repair turnaround time for equipment/system would be one day. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
- (e) Technical Documentation: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.
- (f) During the AMC period, the Seller shall carry out all necessary servicing/ repairs to the equipment/system under AMC at the current location of the equipment/ system. Prior permission of the Buyer would be required in case certain components /sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.
- (g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of one month. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:-
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) The technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given below : -
 - (i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - (ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed : -
 - (aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
 - (ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
 - (ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
 - (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement,

(f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(g) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(h) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-

<u>Ser No</u>	<u>Item</u>	<u>Make/ Model</u>	<u>Qty</u>	<u>Basic cost of the item</u>
(a)	UTM With IPS, firewall and Web content and URL filtering Bandwidth Shaping Device		01	
(b)			01	
(c)	Antivirus for desktop level security (Internet suite)		165	
(d)	Layer 3 Switch		01	
(e)	Server for Active Directory		01	
(f)	48 Port DSLAM		01	
(g)	ADS12+CPE		48	
(h)	Installation and Integration		-	

(b) Is Excise Duty extra?

(c) If yes, mention the following:-

(i) Total value of items on which Excise Duty is leviable :

(ii) Rate of Excise duty (item-wise if different ED is applicable) :

(iii) Surcharge on Excise duty, if applicable ?

(iv) Total value of excise duty payable :

(d) Is Excise Duty Exemption (EDE) required :

(e) If yes, then mention and enclose the following :

ARBITRATION CLAUSE

1. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
2. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
3. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
4. The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
5. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
6. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
7. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

Performance Bank Guarantee Format

From:
Bank _____

To,
 The President of India
 Ministry of Defence,
 Government of India
 New Delhi

Dear Sir,

Whereas you have entered into a contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Contract value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____.

MODEL ECS MANDATE FORMAT

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

Credit Clearing Mechanism

S No	Details Required	Distribution
1.	Customer's name	
2.	Particulars of Bank Account	
3.	Bank name	
4.	Branch name	
5.	Address	
6.	Telephone numbers	
7.	IFS code	
8.	Digit code number of Bank and Branch appearing on MICR cheque issued by Bank	
9.	Account Type (S.B. Account / Current Account or Cash)	
10.	Ledger number	
11.	Ledger Folio number	
12.	Account number as appearing on Cheque Book	

2. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.

3. **Date of Effect**

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

Date - (.....)
Signature of Customer
Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (.....)

Date:

Signature of the Authorized Official from the Bank

QUALITY CLAIM

Quality Claim to the Contract Nodated

Claim Protocol number Laid down on

Concerning (Name of the claimed equipment)

Commission Members

Chairman
.....

The Commission has acquainted with the claimed equipment and made the following decision :-
-

1. Serial No

.....(equipment) Production by the Made
by the manufacturer
(date of manufacture)

No of running hours With guarantee period of
(completed)
..... (years, months)

From the beginning of operation, the product has been operating for
hours.

2. Indicate operation conditions of the equipment

.....
(State type of fuel and oil used during operation of the equipment)

3. Description of the defect

.....
(the date and circumstances under which the defect was ascertained, short description of the
probable causes and probable consequences of the defect)

4. List of units (or their parts) (defective equipment will remain in that organization store-room
when it has been operating till arrival of the Seller's instruction)

5. Conclusion of the Commission

.....
.....
.....

the reason as follows
.....
.....

The costs of the repair of the equipment or its parts
.....
.....

The defect occurred within the guarantee period from the reason as follows.....
..... The

costs of the repair will be debited to (..... manufacturer/owner.....)
To settle the claim, the Seller has to replace the equipment and dispatch the unit and other parts, indicate the parts and where the repair should be carried out (manufacturer's side), the manner of reimbursement of costs connected with the repair of the equipment, etc.

Supplementary data:

The equipment was handed over in accordance with the No
..... on (date)
.....

The following documents are enclosed to this claim protocol to support the justification of the claim (photos, samples, results of analysis, packing sheets, etc.)

Signature of the commission members

.....
.....

QUANTITY CLAIM FORMAT

Quantity Claim to the Contract Nodated
.....Claim Protocol number
Laid down
For inter/tare storage Commission, consisting of Chairmanand Members
..... having examined
the state of the delivered equipment ascertained as follows:-

1. The equipment was delivered by M/s against Bill of
Lading No of in the
quantity of one collie with the Marking Case No
.....

2. The obtained equipment is delivered under Contract number..... Item Sr
Number Cost.....

3. The state of packing and seals on goods packages, correspondence of the
gross weight and the weight indicated in the way bills (packing lists) Nos of the
collies are to be pointed out Condition of the collie
..... Gross weight of the collie
..... Net weight of the collie

4. While unpacking the goods packages, the following discrepancy between the
shipping documents (packing lists as the packed equipment was discovered/separately for the
each package

.....
.....

5. Conclusion of the commission
.....
.....

6. The following documents confirming the justification of the complaint are
attached to the report (Packing list, photos of the damaged sports and others)

.....
.....

Chairman

Members

Place and date of issue

