



Tender for Laptop/Desktop Back-up Solution at GSTN

**GOODS AND SERVICES TAX NETWORK
(GSTN)**

4th Floor, East Wing, World Mark-1, Aerocity,
New Delhi – 110037

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Website: www.gstn.org

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KEY DETAILS

RFP reference number	GSTN/P&C/IT/BS/02-2019/P-31
Name of work	Laptop/Desktop Back-up Solution at GSTN
Place of availability of RFP document	Web site of GSTN: http://www.gstn.org Any further amendment to RFP will be placed on website only
Pre-bid Meeting details	13th May, 2019 at 15:00 hrs. at Goods and Services Tax Network “East wing, 4th floor, World Mark -1, Aerocity, New Delhi – 110037 Clarifications to be submitted as per format at Annexure-VIII and minimum two days in advance of pre-bid meeting.
Last date, time & place for submission of bid	23rd May, 2019 at 15:00 hrs. Goods and Services Tax Network 4th floor, East wing, World Mark -1, Aerocity, Delhi – 110037
Bid opening details	Technical Bids shall be opened on 23rd May, 2019 at 15:30 hours. <i>Note: The representative of bidders are requested to carry their company I-card/Authorization letter (on Company's letter head) for attending the bid opening meeting. Without Company I-Card/Authorization letter, no bidder will be allowed to attend the bid opening meeting.</i>
Opening of Financial bids	The date of opening of financial bids will be informed separately to successful bidders after technical evaluation of bids and only those bids will be opened which are technically responsive.
Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) : Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only)

	<p>The EMDs should be in the form of a Demand Draft/ Bank Guarantee drawn from any Nationalised bank or scheduled bank in favour of Goods and Services Tax Network (GSTN) payable at New Delhi branch and valid for a period of forty-five days beyond the bid validity period (180+45=225days) from the last date of the bid submission. GSTN shall not be liable to pay any interest on the EMD. Any bid not accompanied by the EMD shall not be considered. Please refer Section IV for more details.</p>
Envelope & Dispatch	<p>The bidders must submit the bids under 2 bids system i.e.</p> <ol style="list-style-type: none"> i. <u>Envelope-I</u>: Technical bids containing all eligibility/pre-qualification & technical details along with EMD except Financial bid. ii. <u>Envelope-II</u>: Financial bid/ Price Schedule as per the price schedule format annexed at Annexure-I iii. Both the bids must be submitted in one different sealed envelope. <p>The envelopes should clearly indicate the Bid Reference No., Name of the Bidder and his Address. The Bidder has the option of sending the bid by Speed/Registered Post, in person only. GSTN takes no responsibility for delay, loss or non-receipt of bids within the stipulated date & time. Bids submitted by any other mode shall not be accepted.</p>
Address for communication	<p>The SVP (Procurement & Contracts) Goods and Services Tax Network 4th floor, East wing, World Mark -1, Aerocity, Delhi – 110037 Email: pramod.somnathe@gstn.org.in tilak.negi@gstn.org.in</p> <p>Tel: 011-49111200, Ext: 367</p>

SECTION – I

NOTICE INVITING TENDER (NIT)

RFP No: GSTN/P&C/IT/BS/02-2019/P-31

Date: 02/05/2019

To,

Subject: Invitation of bids for “Laptop/Desktop Back-up Solution at GSTN”

1. Goods and Services Tax Network (GSTN) is a Section 8 company (under The Companies Act 2013). The Company has been set up primarily to provide IT infrastructure and services to the Central and State Governments, tax payers and other stakeholders for implementation of the Goods and Services Tax (GST). For more details, please visit our website-<http://www.gstn.org>
2. Goods and Services Tax Network (GSTN) invites sealed bids, from eligible bidders for “Centralized Backup solution for Desktop and Laptops along with Server and Storage Infrastructure”.
3. Bidder may download the tender enquiry documents from the web site www.gstn.org and submit its tender by utilizing the downloaded document.
4. Bidders shall ensure that their bids, complete in all respects, are submitted on or before the closing date and time indicated in the key details, failing which the bids will be treated as late and rejected.
5. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organization, the bids will be received/opened on the next working day at the appointed time.
6. GSTN takes no responsibility for delay, loss or non-receipt of bid documents sent by post.
7. GSTN reserves the right to accept or reject any or all of the bids in full or in part including the lowest bid without assigning any reasons or incurring any liability thereof.

For **Goods and Services Tax Network**

**Pramod B Somnathe
Sr. Vice President (P&C)**

Acronyms

<u>Acronym</u>	<u>Description</u>
AES	Advanced Encryption Standard
BG	Bank Guarantee
CTR	Call Time Resolution
DR	Data Recovery
EMD	Earnest Money Deposit
GCC	General Conditions of Contract
GST	Goods And Services Tax
GSTN	Goods And Services Tax Network
ITB	Instructions to Bidders
LD	Liquidated Damages
LOA	Letter of Award
LOI	Letter of Intent
LDAP	Lightweight Directory Access Protocol
NDA	Non-Disclosure Agreement
NDC	No Deviation Certificate
PBG	Performance Bank Guarantee
PO	Purchase Order
PQ	Pre-Qualification Criteria
QCBS	Quality and Cost Base Selection
RFP	Request for Proposal
SLA	Service Level Agreement
SoW	Scope of Work
SI	System Integrator
SP	Service Provider
SR	Service Recipient
TCV	Total Contract Value
VAPT	Vulnerability and Penetration Testing
WO	Work Order

SECTION - II
EVALUATION PROCESS

Except the public opening of bids, information related to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to any Bidder or any person not officially concerned with such process.

1. Pre-qualification criteria

Sr. No.	Eligibility Criteria	Supporting Document required
1.	The bidder must be incorporated and registered in India under the Indian Companies Act 1956/ LLP Act 2008 / Partnership Act 1932 and should be in operation in India for minimum five (5) years as on the date of publishing of Tender/ RFP notice (including name change/impact of mergers or acquisitions).	Certificate of Incorporation/ Partnership agreement / Any registration certificate with Govt. Deptt.
2.	The bidder must have an average annual Turnover of minimum INR 1.5 Crore during the last 3 financial years ending 31 st March, 2018.	Copy of Audited Balance Sheet with Profit & Loss A/c for the year: 2017 - 2018 2016 - 2017 2015 - 2016
3.	Bidder should be profit making (Net profit after tax) as per the audited financial statements in last 3 financial years ending 31 st March, 2018	Copy of Audited Balance Sheet with Profit & Loss A/c for the year: 2017 - 2018 2016 - 2017 2015 - 2016
4.	Copy of following: a) Permanent Account Number (PAN) b) GST Registration	Copy of respective certificate/document
5.	During last 7 years (ending last day of month previous to the one in which bid applications are invited), the bidding entity should have any one of the following experiences:- a) The bidding entity should have successfully completed relevant work in any organization in India costing not less than the amount equal to Rs. 50 Lakh or more. OR b) Two related works costing not less than the amount equal to Rs. 30.5 Lakh or more each. OR c) Three related works costing not less	Copy of Letter of Award (LOA)/ Purchase Order (PO)/ Work Order (WO)/ Contract, containing Scope of Work (SOW) and Contract Value And Certification of completion by client or CS/Independent Auditor; Verification can be carried out by GSTN (in case required) through any appropriate means with the client as per the details provided by the Bidder. If the information furnished is found

	than the amount equal to Rs. 25 Lakh or more each	to be incorrect or forged then bid would be rejected.
6.	Bidder should not have been blacklisted by Govt. of India/ State Government/ Central PSU at the time of bid submission date	Self-declaration from the bidder in company letter head, signed by authorized signatory as per Annexure-VI

Note: Related works means similar Scope of Work as stated in this tender.

2. Evaluation of Technical Bid

The bidders, who do not qualify in the pre-qualification criteria, shall not be considered for technical evaluation and therefore their bids will be rejected. GSTN shall evaluate the bids and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence may lead to rejection.

GSTN reserves the right to reject any or all proposals.

The steps for evaluation are as follows:

- a) Evaluation of Technical bid will be done only for bidders who succeed in Pre-qualification criteria.
- b) GSTN will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSTN's discretion.
- c) The technical bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in the RFP.
- d) Bidders will be asked to present their experience, approach & Methodology.
- e) GSTN reserves the right to check/validate the authenticity of the information provided in the pre-qualification and Technical evaluation criteria and requisite support must be provided by the bidder.
- f) Each Technical bid will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get a technical score of **65 percent or more** in each section and **70 percent or more** overall will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the bid.
- g) The technical bid document will be evaluated as per the evaluation criteria mentioned in the table below:

#	Evaluation Criteria	Total Marks	Minimum Qualifying Marks (Cut-off)
1	Bidder's Experience	40	>=26 (65%)
2	Proposed Solution	40	>=26 (65%)
3	Presentation	20	>=13 (65%)
Total		100	>= 70 (70%)

h) The normalized technical score of the bidder shall be calculated as follows:

Normalized Technical Score of a bidder = {Technical Score of that bidder/Score of the bidder with the highest technical score} X 100 (adjusted to 2 decimals)

Example:

Bidders	Technical score	Calculation	Normalized Technical score
1	95	(95/99)*100	95.96
2	96	(96/99)*100	96.97
3	97	(97/99)*100	97.98
4	98	(98/99)*100	98.99
5	99	(99/99)*100	100.00

GSTN (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the pre-qualification and Technical evaluation criteria and requisite support must be provided by the bidder.

The following sections explain how the bidders will be evaluated on technical evaluation criteria.

S. No.	Criteria	Details	Documentary Evidence	Max. Marks
1	Bidder Experience	<p>(I) Citation shall be from last 5 years ending last day of month previous to the one in which bids are invited.</p> <p>Track of being in backup business for providing backup solution for at least 3 years ending last day of month previous to the one in which bids are invited.</p> <ul style="list-style-type: none"> - Being in Business for more than 5 years = 5 Marks - Being in Business for more than 4 years = 4 Marks - Being in Business for more than 3 years = 3.5 Marks 	Copy of work order + completion certificates or operation certificates from the client.	5

		<p>(II) Citation shall be from last 3 years ending last day of month previous to the one in which bids are invited.</p> <p>The bidder should have implemented minimum 3 Enterprise backup solution (NAS - Network Area Storage / SAN - Storage Area Network) only the last 3 years contract will be considered for points.</p> <p>At least one (1) citation should be successfully completed.</p> <ul style="list-style-type: none"> - 3 citation completed =30 points - 2 citation completed =25 points - 1 citation completed =20 points. - 2.5 additional marks if one of the citations is from Government Department or Public Sector Unit - 5 additional marks if two of the citation are from Government Department or Public Sector Unit. 	<p>Copy of work order + completion certificates or operation certificates from the client. OR work order + self certification of completion (certified by CS/independent auditor of the bidding entity);</p> <p>Wherever there is problem in providing name or cose of project due to non-disclosure agreements with the clients, the bidder can provide a certificate from an independent auditor or CS.</p> <p>The certificate should include the scope of work and the remuneration received for the same.</p>	35
Sub Total (A)				40
2	Proposed Solution	<p>(I) The offered Backup Hardware (Server & Storage)</p> <ul style="list-style-type: none"> - Complied with minimum BOM requirement = 8 Marks - Complied with higher side of BOM requirement = 10 Marks. <p>(Processor, Chip, Memory, HDD, host interface, Disk type support, Enclosure, capacity, etc).</p>		10
		<p>(II) The offered Backup software</p> <ul style="list-style-type: none"> - Complied with SOW requirement = 8 Marks - Complied with SOW with 		10

		additional feature = 10 Marks		
		(III) Implementation of the Qualifying Backup solution on windows server 2008/2012/2016 platform (Only last 3 Years contracts will be considered for points award) - Number of end points 500 and above = 10 marks - Number of end points 300 and above = 8 marks - Number of end points 150 and above = 05 marks	Copy of work order. The work order should include the detailed SOW.	10
		(IV) Backup OEM certified person 3 person or above = 10 Marks 2 person = 8 Marks 1 person = 5 Marks	Self-declaration (Certificate by CS/independent auditor of the bidder entity); or OEM certified professionals.	10
Sub Total (B)				40
3	Presentation	(I) Presentation on proposed solution architecture and demonstrate the clear understanding of the RFP requirements.		20
Sub Total (C)				20
Grand Total (A+B+C)				100

MANUFACTURER AUTHORIZATION CERTIFICATE (MAC):

The bidders who does not manufacture or produce are requested to submit the Manufacturer Authorization Certificate (format enclosed in **Annexure -IX**) from the goods' Manufacturer or producer to supply the goods in India.

The quotation without Manufacturer Authorization Certificate (MAC) may not be considered for evaluation.

3. Evaluation of commercial/Financial bid

- a) All the technically qualified bidders will only be notified to participate in commercial bid opening process.
- b) The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSTN's discretion.
- c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d) Any conditional bid would be rejected.
- e) The normalized commercial score of the technically qualified bidders will be calculated, while considering the commercial quote given by each of the bidders in the commercial bid as follows:

Normalized Commercial Score of a bidder = {lowest quote/ bidders quote} X 100 (adjusted to 2 decimals)

Example:

Bidders	Price Quoted by bidders (in Lakhs)	Calculation	Normalized Commercial Score
1	10	(10/10)*100	100.00
2	11	(10/11)*100	90.91
3	12	(10/12)*100	83.33
4	13	(10/13)*100	76.92
5	14	(10/14)*100	71.43

4. Final score calculation through QCBS

The final score will be calculated through Quality and Cost based selection (QCBS) method with the following weight-age:

Technical: 70%

Commercial: 30%

Final Score = (70%*Normalized Technical Score) + (30%* Normalized Commercial Score)

Example:

Bidders	Final Technical score (70% x Normalized Technical Score)	Final Commercial score (30% x Normalized Commercial Score)	Final Score (70:30)
1	95.96*0.70	100*0.30	97.17
2	96.97*0.70	90.91*0.30	95.15
3	97.98*0.70	83.33*0.30	93.59
4	98.99*0.70	76.92*0.30	92.37
5	100*0.70	71.43*0.30	91.43

- a) Bidder with highest QCBS score as calculated above will be awarded the work. In the above example, bidder-1 will be treated as successful bidder.
- b) In the event of 'tie' at Final score, the bidder securing highest technical score will be adjudicated as the Best Value bidder for award of the work.

SECTION – III

Details of Requirement for Work

1. Purpose

The solution should provide best in class (**Gartner Magic Leader Quadrant Product**) data protection with low impact to end users and centralized management control of desktop and laptop data with efficient, secure and easy management.

- 1) To maintain a centralized backup of all the office work carried out from each node in order to prevent any data loss ease restoration of data as and when required.
- 2) To make data restoration in case of any data loss.
- 3) The deployed solution should be Scalable & Highly available.
- 4) To protect, manage, secure and backup local machine data of end user desktop and laptop to the server storage infrastructure.
- 5) To prevent data loss from desktop and laptop and increase user productivity.
- 6) To securely retrieve desktop and laptop backup files at any time from server.
- 7) To enhance self-service of file backup and recovery capabilities for end users.
- 8) The bidder has to implement suitable solution which will ensure that backup is done in fast, efficient & reliable manner without putting much load on the existing infrastructure.
- 9) It may also be noted that all the activities in the IT operation are subject to audit /inspection by Security Auditors. Selected Bidder must take same into consideration while delivering the desired services.

2. Contract Period

The Contract timelines will start from the date of LOA/PO and the Agency have to sign the contract ***within 21 days after issue of LOA / PO.***

The term of contract shall be for a period of **03 years** from the date of Go- Live.

Note:

The contract could be considered for extension based on satisfactory service performed by the firm and by mutual agreement for such further period of 2 years.

The Service Provider shall be relieved from its contractual obligation only when all the works and responsibilities are completely discharged by the Agency in accordance with the terms & conditions of the Tender/Contract

3. Scope of Work

The tender is for implementation and maintenance of centralized server with storage to provide the desktop and laptop backup solution service (includes Software, Security, Storage and License) with 3-year support, maintenance which can be extended for two years based on SI performance.

- 1) The solution should be integrated with Open LDAP or should have inbuilt user management provision.
- 2) Support at least 150 user licenses for backup and recovery and should be able to complete the 75 users backup in 4 hour of windows
- 3) For 150 laptop /desktop useable storage, space of 35 TB is required for three years.
- 4) Should support the capability of bandwidth management.
- 5) Support CPU, network bandwidth throttling control for resources performance optimization and should enable the bandwidth restriction on backup speed.
- 6) Should propose the capability of reducing backup storage up to 36x.
- 7) Should propose the capability of reducing backup times up to 50%.
- 8) Capable of scaling up to at least 200 Laptop/Desktop and have no practical limit on file size and count.
- 9) Support all end user operating systems currently deployed (Windows and Mac).
- 10) Application should support 256-bit AES encryption for data at rest and data-in-flight (in-transit data) during replication.
- 11) Support for scheduled backup, real time file-sync backup, and interrupted backup where backup jobs resume where they have stopped across multiple end user OS automatically.
- 12) Support for admin interface to apply global policies to user profiles and should have capability to restore end user files. Also should have capability to restrict restoration only to the owner of the end device by applying permission at the user level. However, administrator should have the permission to restore to any systems.
- 13) Have fine-grain access control of who can access users' backups.
- 14) Have functions to restrict access from public IP addresses or describe how to prevent user from restoring data to unauthorized machine, e.g. home PC or even public PC, etc.
- 15) Support different types of web browsers (MS Internet Explorer, Google Chrome, Safari, and Mozilla Firefox) to access web portal of application for restoration, etc. for Administrator and end users.
- 16) Support to restore individual files and entire content to multiple OS version (windows and Mac) to migrate and/or restore the entire endpoint data to new Laptop/Desktop.
- 17) ONLY the changed data (i.e. the delta) of the same file should get backed up rather than the entire file.
- 18) Support proxy detection for both on Local Area Network (LAN) and internet connection. The backup of the end user system should happen over internet as well as via proxy.
- 19) Support data deduplication, encryption and compression both in transit and at rest on the storage.
- 20) The proposed solution should have integrated deduplication license and in future once DR site is in place it should support replication to remote location in a low bandwidth mode.
- 21) Work without any conflict with TrendMicro office scan Endpoint Protection already installed on all the desktops and Laptops.

- 22) Support mass deployment of backup agent to different types of endpoint devices.
- 23) Support backup of customized data files and folder types, and include but not limited to MS Office, image and media files, PDF, ZIP, email archive files such as personal storage table (PST), outlook data file (OST) , OLM, etc.
- 24) Have functions to allow users to exclude certain folders which they do not want to be backed up.
- 25) Support centralized policy management console, dashboard, real-time monitoring.
- 26) Provide reports summarizing individual backup usage, backup and restore activities, audit trail for access to backup.
- 27) The proposed end-point backup solution should be capable of backing up data directly on disk, tape or cloud.
- 28) The proposed backup Solution supports the capability to write multiple data streams to a single or multiple disk devices in parallel from multiple clients to leverage the throughput of the Drives using Multiplexing technology.
- 29) The backup software should be in the latest Gartner Magic Leader Quadrant for “Data center Backup & recovery solution”.
- 30) The server and storage should be in the latest Gartner Magic Leader Quadrant for “Modular Server “and “General Purpose Disk Arrays respectively”.
- 31) All the above has to be implemented and delivered.

4. Project & Facility Management Service

4.1 Implementation

- 1) Bidder will implement will implement backup solution for Desktops, Laptops and other ends and will support in configuring new backups jobs for our future requirements.
- 2) Based on the backup solution bidder has to size the hardware specification as per the requirement of RFP like requirement of servers, OS and storage.
- 3) Bidder will install the backup clients on all the Desktops/Laptops/Other end points and configure backup policies in accordance with the customized user specification provided at the time of implementation.
- 4) Bidder after configuring and implementing the complete backup solution will demonstrate retrieval of data directly to the target PC/user/endpoint.
- 5) Bidder will be responsible to respond to emergency events on urgent basis as per the SLA.
- 6) The bidder shall provide the architecture of the proposed backup & recovery solution which include features and functionality designed not to impact the performance of Endpoint system, Endpoint applications and network bandwidth.
- 7) The bidder should be responsible for resolving any compatibility issues with existing Desktop/Laptops & software infrastructure during deployment of backup solution.

- 8) The bidder shall be responsible for all kind of up-gradations for backup software and hardware firmware from time to time without any cost to GSTN. N-1 has to be maintained across tenure (N means current version).
- 9) The Bidder shall manage the complete Backup Infrastructure & Solution including software etc. for a period of **3 years** and for extended period if support extended by GSTN for additional **2 years**.
- 10) The bidder shall be responsible for re-installation, configuration/Re-Configuration/Tuning of new/existing hardware/software for operational and restoration testing of backup.
- 11) The Bidder shall be responsible for all patches & updates required in the offered solution for smooth Operation of Backup solution without any extra cost to the GSTN.
- 12) Bidder shall be responsible for addressing VAPT issues during the contract period. All the necessary patches for addressing the VAPT issues should be installed by the Bidder.
- 13) The servers (Physical host) has to be connected to existing core switch and if the bidder solution demands any separate switch for connecting the storage then it has to be provided to GSTN.

4.2 Documentation

- 1) Bidder shall be responsible for generation and submission of necessary documents required during various phases of project viz. planning, installation, commissioning, rollout, acceptance testing, project diagrams, implementation document and other reports etc. All such documents shall be submitted for GSTN approval for project signoff.
- 2) The bidder shall provide detailed architecture documentation of the deployed back-up setup, post completion of the project. This will also include the print out of important configuration settings of the Backup Software, Servers, and Disk Library etc.
- 3) The bidder will prepare and deliver Standard Operating Procedure (SOP) for administration to GSTN. Bidder will update the documents as and when required during the contract period.

4.3 Training

- 1) Bidder shall provide complete technical training to five (05) GSTN officials by the OEM- Authorized training partner on backup solution design, configuration, operation, maintenance, management and administration of the backup system.
- 2) Application Management and Administration training (Technical): A comprehensive technical training for IT Officers/Personnel will be provided by OEM - Authorized training partner, primarily (but not limited to) on the following topics
 - a. System Administration and User Management
 - b. Management of Backup Software, Backup servers, Disk Library and related security.

- c. Backup & Recovery Operations
 - d. Troubleshooting
- 3) Training need to be provided by the bidder primarily on the model of “Train the Trainers” at GSTN on the solution, but not limited to the following topics. It will be PPT based training from user perspective.
- a. Checking if Backup client is installed and working
 - b. Restoration of data
 - c. Information regarding the directory/Folder where the data needs to be kept
 - d. Any other user level information
 - e. Trouble shooting at the user level.
 - f. Easy adoption by the user.
 - g. User Management.
 - h. Interpretation of the error message and informing the same if needed to relevant person.
 - i. Basic user awareness and system usage.

5. Warranty, AMC & Support of OEM Products

1. MSP shall provide comprehensive and on-site warranty for 5 years from the date of Go-Live for all the deployed products on the project. SI need to have OEM support for these components and documentation in this regard need to be submitted to GSTN on annual basis.
2. MSP shall provide the comprehensive & onsite manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the Tender/RFP. SI must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this Tender/RFP against any manufacturing defects during the warranty period.
3. Hardware CTR (Call Time Resolution) should be next business day only.

6. Support and Maintenance

The bidder is required to provide sound post implementation support by arranging timely attending of calls received from the GSTN where the Backup Solution Hardware, Software & related equipment's have been supplied & installed; and problem rectification through competent service engineers. The bidder must supply the details of its service/support infrastructure meant for registering the complaints along with the contact numbers like mobile Nos., phone Nos., electronic mail addresses and names etc. and the escalation matrix. The bidder is required to provide 24x7x365 after-sales service/support for the complaints received from the GSTN.

- 1) Provide on-going annual maintenance and support services for the implemented solution (Hardware & Software).
- 2) Bidder shall provide support at all level including Application Software and Database including installation during the period of the contract.

- 3) 24*7 OEM remote support and resolution, ticketing etc. (for Hardware and Software both)
- 4) The bidder is expected to provide AMC, ATS / Software Assurance & Warranty for the software & hardware provided in this bid.
- 5) Maintenance should cover trouble shooting, removing bugs/errors wherever required. All upgrades / updates / new version releases will be provided during maintenance period at free of cost. It is responsibility of the vendor to apply new patches, updates or upgrade whenever the GSTN desires to do so. During maintenance period, the vendor will ensure smooth functioning of system. Vendor will ensure availability of trained resources onsite as and when required by the GSTN.
- 6) All the support during the warranty / maintenance would be remote/onsite. In addition, whenever required bidder will depute engineer at GSTN location for resolution and rectification.
- 7) NBD replacement guarantee / resolution for hardware issues, it is the responsibility of Bidder to coordinate with OEM to provide replacement.
- 8) 8 hour resolution of software issues. It is the responsibility of bidder to coordinate with OEM to provide resolution.
- 9) Backup Success Rate should be maintained minimum of 95% (Monthly).
- 10) Provide on-going annual maintenance and support services for the implemented solution (Hardware & Software).
- 11) The Bidder must agree that these services and the management of these services will be provided for all the components of the proposed implementation.
- 12) Maintenance would include proper monitoring of the backup Application and its Components. Bidder should ensure that all end-points are backed up.
- 13) Bidder will also have to attend to any issue related to backup/retrieval during the Maintenance.
- 14) Maintenance would include monitoring and tracking server performance and taking corrective actions to optimize the performance on an ongoing basis.
- 15) Bidder should provide access to Customer support Portal for managing customer support incidents & other resources.
- 16) Maintenance would include addressing VAPT issues. Penalty will be applicable as per Severity 2 in case VAPT issues are not addressed as per the timeline for Severity 2 (Section III, clause 7.2).
- 17) Bidder has to Perform Quarterly Test Restores in order to assess the effectiveness. This report must be attached with Acceptance Certificate (AC), without the same AC will not be issued.

7. Service Level Agreement:

- 1) The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to bring clarity in defining the levels of service to be provided by the successful bidder to GSTN during this contract. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement.

- 2) The successful bidder has to comply with all Service Level Agreements (SLAs) as mentioned in this RFP/Tender to ensure adherence to project timelines, quality and availability of services.
- 3) SI to submit quarterly SLA report during the first week after end of every quarter.
- 4) SLA report would be accepted mutually by GSTN & SI within 5 working days.
- 5) SI to raise invoice post acceptance of SLA report and Acceptance certificate.

The bidder shall implement the Service(s) as per the schedule specified below:

Component	Phase of Project	Duration / Schedule
I	Phase I (Part A): Delivery of Hardware and Software Licenses	9 weeks from date of PO/LOA
II	Phase I (Part B): Installation, configuration, testing and go-live of full set backup solution.	12 weeks from the date of PO/LOA
III	Phase II Operation & Maintenance	3 Years Post go-live

The bidder shall deliver following products in Phase-I (Part A) as per the given schedule (9 weeks from the Placement of PO):

S.No	Description	Quantity (Nos.)
1	Backup Software License	150
2	Operating System License	1
3	Server Hardware	1
4	Storage Hardware	1
5	Accessories and Interconnect	Lump-sum

7.1 Delay and Non-Performance Penalty

Sl. No	Delay or non-performance in achievement of targets listed below	Penalty per week subject to maximum of 10% of the total value of component/phase to which the deliverable pertains.
1	Delivery of hardware & software	1% of Component I per week
2	Installation, configuration, testing and go-live of all components.	1% of Component II per week
3	Operation Phase	Refer: Incident SLA during Operation and maintenance phase

In case of delay in achieving any of the targets mentioned above solely not attributable to SI, GSTN may consider condoning or reducing part of the liquidated damages. GSTN has the exclusive right to exercise this provision.

7.2 Incident SLA during Operation and Maintenance Phase

Type of issue	Resolution timeline for Backup and Retrieval Success rate	Penalty
Severity 1	48 Hours	1.5 % of Quarterly payment per day after 48 hours
Severity 2	3 Days	0.75 % of Quarterly payment per day after 3 days
Severity 3	5 Days	0.50 % of Quarterly payment per day after 5 days.

Note: Business Hours 0900 hours to 1900 hours.

The following Severity definitions and support resolution matrix should be adhered to:

Severity 1	Expected response of MSP / SI
Catastrophic / Critical Service impact:	1st call response immediate (24*7) SI /OEM resources at GSTN site within 4-business hour and provide resolution within SLA. Continuous effort on a 24x7 basis on any days. Immediate Escalation with OEMs and provide resolution within SLA. a.) 24*7 OEM remote support and resolution, ticketing etc. (for Hardware, Software etc.) b.) It is the responsibility of Bidder to coordinate with OEM to provide replacement / resolution
Complete loss of a core (mission critical) business process and service cannot reasonably continue, needs immediate attention	
Hardware failure - Server / Storage	
Backup solution not responding	
No remote support or resolution possible	
Backups & Retrieval for 95% of the available users or more are failing	
Severity 2	Expected response of MSP / SI
Moderate business impact	1st call response in 2 hour or less SI / OEM resources at GSTN site within 6 business hours. Continuous effort on a 24*7 basis, on business days. If Require, Immediately Escalation with OEMs and provide resolution within SLA. a.) 24*7 OEM remote support and
Degradation of services. Addressing VAPT issues	
Needs attention within 2 Business Hours	
Remote support, with temporary resolution or workaround possible	
Restoration of backup is not working	

Backups & Retrieval for 70% of the available users and below 95% are failing.	resolution, ticketing etc. (for Hardware, Software etc.) b.) It is the responsibility of Bidder to coordinate with OEM to provide replacement / resolution
Severity 3	Expected response of MSP / SI
Minimum business impact	1st call response in 4 hours or less SI / OEM resources at GSTN site by NBD Effort during Business Hours.
Moderate loss or degradation of services but work can reasonably continue in an impaired manner.	If Require, Immediately Escalation with OEMs and provide resolution within SLA.
Needs attention within 4 Business Hours	a.) 24*7 OEM remote support and resolution, ticketing etc. (for Hardware, Software etc.)
Backups & Retrieval for 50% of the available users and below are failing.	b.) It is the responsibility of Bidder to coordinate with OEM to provide replacement / resolution.
Resolution through remote support possible	

7.3 Maximum Penalty of SI for the SLA during Operations & Maintenance Phase

The maximum penalty for a quarter shall not exceed 10% of quarterly payments. In case the penalty exceeds 10%, for three consecutive quarters, GSTN reserves the rights to terminate the contract.

Kindly Note:

- a. **Day means Calendar day**
- b. **Week means 7 days**

8. Bill of Materials (BOM) and Compliance Sheets

8.1 Server

S.No	Component	Server Specification	Compliance (YES / No)
1	Processor	Intel® Xeon® Scalable 6100 series, 6-Core core (Dual processor) or higher	
2	Chipset	Intel Chipset, Fully compatible with the processors or higher	
3	Memory	2x32 GB (Should have 24 DIMM slot) or higher	
4	RAID Controller	SAS RAID CONTROLLER with support up to RAID 0,1,5,6.	

5	Optical Drive	Internal DVD RW drive (internal /external)	
6	HDD	1TB NL-SAS in RAID 1. Or higher	
7	Communication ports	Minimum 4 x 1G; 2 x 10 Gigabit port SFP+; 2 USB ports,	
8	Form Factor	2U Rack form factor with rail kits for 19" rack mount	
9	Power Supply	n+n hot plug redundant power supplies	
10	System Fans	Should support redundant fan system	
11	Operating System	Windows Server 2016 Standard, 16 Core, Volume license or higher	
12	Server cooling	Server should support Air cooling	
13	Warranty	5-Years Parts, 5-Years Labor, 5-Years Onsite OEM support with same day response and next business day resolution	

8.2 Storage

S.No	Feature Requirements	Specification	Compliance (YES / No)
1	Architecture	Network Attached Storage.	
2	Availability	99.99%	
3	Controller	Controller should support 0, 1, 5, 6 and 10 RAID levels.	
4	Host interface	Should have minimum of 2x10Gb or higher	
5	Drives Interface	NL-SAS / SAS.	
6	Disk Type Support	Should support SSD, SAS, NL-SAS and 12 GBPs Drives in same enclosure or higher	
7	Disk Swap Type	Supports Hot swappable/pluggable Disks.	
8	Capacity	Should be quoted with minimum 35 TB of usable capacity on RAID 5 or higher. One or more Hot spare drive will be extra.	
9	Storage Scalability	It Should be scalable up to 100 TB or above. Should support the external enclosures.	
10	Protocol Support	Extensive protocol support: SMB (2.0, 2.1, 3.0, 3.02 and 3.1.1), NFS (v2, v3, v4.1), WebDAV, HTTP/HTTPS, FTP/FTPS, ISCSI.	

11	Management Interface	Must include Storage Management software to centrally manage all Storage subsystems, capable of checking the health of storage, Should support remote management.	
12	Data Services	Application should support global inline data duplication using automated variable block length deduplication technology and support industry leading backup software like EMC, Commvault, etc. and should support deduplication at backed server/host/application level so that only changed blocks travel through network to backup device.	
13	Power Management	Should be able to spin down the drives not in use for better power management.	
14	Redundancies	Should have redundant fan and Power supplies.	
15	OS Compatibility	Should support Windows and RHEL.	
16	Warranty	5-Years Parts, 5-Years Labor, 5-Years Onsite OEM support with same day response and next business day resolution.	

8.3 Scope of Work Compliance for Back-Up Software

S.No	Scope of work	Compliance (YES / No)
1	The solution should be integrated with Open LDAP or should have inbuilt user management provision.	
2	Support at least 150 user licenses for backup and recovery and should be able to complete the 75 users backup in 4 hour of windows.	
3	For 150 laptop /desktop useable storage space of 35 TB is required for three years.	
4	Should support the capability of bandwidth management.	
5	Support CPU, network bandwidth throttling control for resources performance optimization and should enable the bandwidth restriction on backup speed.	
6	Should proposed the capability of Reducing backup storage up to 36x	
7	Should proposed the capability of Reducing backup times up to 50%.	
8	Capable of scaling up to at least 200 Laptop/Desktop and have	

	no practical limit on file size and count.	
9	Support all end user operating systems currently deployed (Windows and Mac).	
10	Application should support 256 bit AES encryption for data at rest and data-in-flight during replication.	
11	Support for scheduled backup, real time file-sync backup, and interrupted backup where backup jobs resume where they have stopped across multiple end user OS automatically.	
12	Support for admin interface to apply global policies to user profiles and should have capability to restore end user files. Also should have capability to restrict restoration only to the owner of the end device by applying permission at the user level. However, administrator should have the permission to restore to any systems.	
13	Have fine-grain access control of who can access users' backups.	
14	Have functions to restrict access from public IP addresses or describe how to prevent user from restoring data to unauthorized machine, e.g. home PC or even public PC, etc.	
15	Support different types of web browsers (MS Internet Explorer, Google Chrome, Safari, and Mozilla Firefox) to access web portal of application for restoration, etc. for Administrator and end users.	
16	Support to restore individual files and entire content to multiple OS version (windows and Mac) to migrate and/or restore the entire endpoint data to new Laptop/Desktop.	
17	ONLY the changed data (i.e. the delta) of the same file should get backed up rather than the entire file.	
18	Support proxy detection for both on Local Area Network (LAN) and internet connection. The backup of the end user system should happen over internet as well via proxy.	
19	Support data deduplication, encryption and compression both in transit and at rest on the storage.	
20	The proposed solution should have integrated de-duplication license and in future once DR site is in place it should support replication to remote location in a low bandwidth mode.	
21	Work without any conflict with TrendMicro office scan Endpoint Protection already installed on all the desktops and	

	Laptops.	
22	Support mass deployment of backup agent to different types of endpoint.	
23	Support backup of customized data files and folder types, and include but not limited to MS Office, image and media files, PDF, ZIP, email archive files such as personal storage table (PST), outlook data file (OST) , OLM, etc	
24	Have functions to allow users to exclude certain folders which they do not want to be backed up.	
25	Support centralized policy management console, dashboard, real-time monitoring.	
26	Provide reports summarizing individual backup usage, backup and restore activities, audit trail for access to backup.	
27	The proposed end-point backup solution should be capable of backing up data directly on disk, tape or cloud.	
29	The proposed backup Solution supports the capability to write multiple data streams to a single or multiple disk devices in parallel from multiple clients to leverage the throughput of the Drives using Multiplexing technology.	
29	The backup software should be in the latest Gartner magic leader quadrant for “Data center Backup & recovery solution”.	
30	The server and storage should be in the latest Gartner magic leader quadrant for “Modular Server “and “General Purpose Disk Arrays respectively”.	
31	All the above has to implemented and delivered.	

9. Delivery & Payment Schedule

Component	Phase of the Project/Delivery Timelines	Phase Description	% Payment of Total Contract Value (TCV)	Payment model
I	Phase I (Part A) / 9 Weeks from date of LOA/PO	Delivery of Hardware and Software Licenses	<u>25%</u>	Deliverable based
II	Phase I (Part B) / 12 Weeks from date of LOA/PO	Installation, configuration, testing and Go-live of full set backup solution	<u>15%</u>	Deliverable based
III	Phase II / 3 Years from date of Go-live	Operation & Maintenance	<u>60%</u>	Quarterly

Description

a. CAPEX COST : OPEX COST = 40: 60

- b. CAPEX cost should not exceed 40% of TCV/Overall Cost of the project (CAPEX = Cost of Phase I (Part A and Part B))
- c. The Service Provider (SP) has to ensure that their financial proposal is structured in such a way that the costs of CAPEX quoted in the project do not exceed more than 40% of total costs of the project. In case the bidder quotes higher figures towards capital costs the same shall be restricted to 40% while making payments towards CAPEX. Any value quoted towards CAPEX over and above 40% limit will be paid in equal quarterly instalments for the next three years along with the quarterly payment for each quarter. Training cost will be considered as CAPEX cost for calculation purpose.
- d. All cost in Phase II (Operations and Maintenance phase) will be considered as OPEX cost.

- e. Payment will be made subject to submission of invoice along with Acceptance Certificate and **all supporting documents** duly certified by the Officer-in-Charge of GSTN.
- I. The agency shall get the acceptance certificate of the work/deliverables from GSTN Officer-in-charge/SPOC.
 - II. After getting Acceptance Certificate from GSTN Officer-in-charge, the agency shall submit the invoice along with acceptance certificate(s) to Procurement & Contracts Division of GSTN.
 - III. Payment will be released through RTGS/NEFT within 30 working days subject to receipt of the invoice along with Acceptance Certificate (signed by GSTN Officer-in-charge) and all requisite documents subject to correctness and validation of the invoice and no objections / observations by GSTN. Format of Acceptance Certificate shall be provided to the successful agency along with LOA/PO.
- f. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transactions between GSTN and the bidder.
- g. Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total bid price covers all the bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.
- h. Prices quoted by the bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

In case of delay in milestone, which is not attributable to SP, the SLAs will not be applicable. In such cases, SP needs to submit proper justification.

SECTION – IV

INSTRUCTIONS TO BIDDERS (ITB)

1. Bid Security (EMD - Earnest Money Deposit):

Bidders shall submit, along with their Bids, EMD (amount specified in the tender notification table) in the form of a Demand Draft/ Bank Guarantee drawn from any Scheduled bank in favour of Goods and Services Tax Network (GSTN) payable at New Delhi branch and EMD should be valid for a period of forty-five days beyond the bid validity period (45+180 days). EMD in any other form will not be accepted. EMD in the shape of Bank Guarantee must be submitted in the format provided at **Annexure-III**.

- a) The EMD is interest free.
- b) The EMD, for the amount mentioned in key details, of successful bidder would be returned upon submission of Performance Bank Guarantee. The EMD of all unsuccessful bidders will be refunded by GSTN at the earliest post signing of agreement and submission of the PBG by the successful bidder.
- c) The bid submitted without EMD, mentioned above, will be rejected without providing any further opportunity to the bidder concerned.
- d) The bidder shall extend the validity of the bid and EMD on request by GSTN.
- e) The EMD may be forfeited, if a bidder withdraws its bid during the period of bid validity.
- f) Bid security is exempted to bidders registered with NSIC/MSME or Startups as recognized by Department of Industrial Policy & Promotion (DIPP), subject to submission of valid registration document.

2. Bid Price:

- a) The prices should be quoted in Indian Rupees, failing which the bid would be rejected. The price shall be written both in figures & words in the prescribed offer form.
- b) The rates quoted by the bidder shall be fixed for the duration of contract and shall not be subject to adjustment on any account.
- c) Incomplete and/or conditional bids shall be liable to rejection.
- d) Prices should be quoted as per price schedule enclosed at **Annexure-I**.

3. Venue & Deadline for submission of proposals

- i. Proposals, in its complete form in all respects as specified in the RFP/Tender, must be submitted to Goods and Services Tax Network (GSTN) as specified in the Key details Table.
- ii. Last Date & Time of submission: As given in the Key details Table
- iii. Goods and Services Tax Network (GSTN) may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum, in which case all rights and obligations of Goods and Services Tax Network (GSTN) and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

4. Late Bids

Bids received after the due date and time as specified in the Tender Notification Table (including the extended period if any) for any reason whatsoever, shall not be entertained by GSTN.

5. Validity of bid

Bid shall remain valid for a period of **180 days from** the date of bid opening. Bid validity may be extended by the Bidder by submitting a letter to GSTN in writing on receipt of request from GSTN.

6. Discrepancies in prices

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
- d) If, as per the judgment of GSTN, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by post or e-mail. If the bidder does not agree to the observation of GSTN, the bid is liable to be ignored.

7. Performance Security/Bank Guarantee

The successful firm/ company will have to deposit a Performance Bank Guarantee (PBG) @ **10% of the contract value** on a non-judicial stamp paper of appropriate value and from any scheduled bank **within 21 days from the date of Letter of Award (LOA)**.

The format of Performance Bank Guarantee would be provided to the successful agency on release of LOA/PO.

Performance Security should remain valid for a period of 2 months beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

The proceeds of the performance security shall be payable to the GSTN as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. If the successful Bidder fails to furnish a Performance Bank Guarantee, the contract may be terminated forfeiting EMD and shall be debarred from participating in the re-tender of the work.

8. Contract/Agreement Signing

The successful firm / company will be required to execute an agreement on Rs.100/- Non-judicial stamp paper with GSTN within 21 days of the date of the award letter. In case the successful firm / company fails to enter into the agreement with GSTN within 21 days, the EMD deposited by such firm / company shall stand forfeited without giving any further notice. Format of contract form/agreement is enclosed at **Annexure-V**.

9. Vendor/Agency details

The Agency to fill in the vendor detail form enclosed with this RFP Document as **Annexure-IV** and same should be submitted along with the bid.

10. Acceptance of RFP & Quantity/Quantum variation

The GSTN may accept or reject any bid without assigning any reason.

For exceptional circumstances, at the sole discretion of GSTN, changes shall be allowed only when requested by GSTN. The actual process and approval workflow of Change Management shall be documented during operations.

11. Acceptance of terms & conditions

Bidders are requested to submit a sealed and signed copy of this RFP document along with quotation as acceptance of all terms & conditions. In case signed & stamped copy of this RFP is not submitted, it will be assumed that the recipient will, by responding to GSTN's RFP document, be deemed to have accepted the terms as stated in this document.

12. Deviations and Exclusions:

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The bidder shall submit a 'No Deviation Certificate' (NDC) as per the format enclosed at **Annexure-VII**. The bids with deviation(s) are liable for rejection.

13. Acceptance of part / whole bid / modification – Rights there of

GSTN reserves the right to accept or reject wholly or partly bid offer, or modify the specifications / quantities / requirements mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid, if any, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. GSTN also reserves the unconditional right to place order on wholly or partly bid quantity/quantum to successful Bidder.

14. Consortium or Sub-contracting

Consortium or sub-contracting for this job mentioned in this RFP is not allowed. The bidder must have the capacity to execute the work by themselves.

15. GSTN's Right to terminate the Process

- a) GSTN reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for actions taken by GSTN.
- b) GSTN is accepting the bids on a no cost no commitment basis.
- c) GSTN makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- d) This RFP does not constitute an offer by GSTN. The Bidder's participation in this process may result in GSTN selecting the Bidder to engage in further discussions and negotiations toward issue of LOA. The commencement of such negotiations does not, however, signify a commitment by GSTN to issue LOA or to continue negotiations. GSTN may terminate negotiations at any time without assigning any reason.

16. Alteration and Withdrawal of RFP

The bidder, after submitting its bid, is permitted to alter / modify its bid so long as such alterations / modifications are received duly signed, sealed and marked like the original bid, within the deadline for submission of bids. Alterations / modifications to bids received after the prescribed deadline will not be considered.

No bid should be withdrawn after the deadline for submission of bid and before expiry of the Bid validity period. The GSTN reserves the right to withdraw/relax any of the terms and conditions.

17. Conflict in Terms

In the event of any conflict between any two or more terms of this Agreement, the term more favorable for GSTN, shall be final.

18. Debarment

- i. A bidder shall be debarred if he has been convicted of an offence under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- ii. A bidder debarred under sub-section (i) shall not be eligible to participate in a procurement process for a period not exceeding three years.
- iii. For a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

19. Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) Prohibition of

(a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) Obstruction of any investigation or auditing of a procurement process.

(h) Making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) Disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

19 (a) The procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

20. Risk Purchase

If the Service Provider (SP) fails to perform its obligations (or any part thereof) under this Agreement and SP does not make good such failure to the satisfaction of GSTN within 30 days (or such other additional cure period deemed reasonable by GSTN) of receipt of notice from GSTN about such failure or if the Agreement is terminated by GSTN due to breach of any obligations of the SP under this Agreement, GSTN reserves the right to procure same or equivalent services/goods/deliverables from alternative sources at the MSP's risk and responsibility. Any incremental cost borne by GSTN in procuring such services/goods/deliverables shall be borne by the SP. Any such incremental cost incurred in the procurement of the material from alternative source will be recovered from the undisputed pending due and payable payments/Security Deposit/ Bank Guarantee provided by the MSP under this Agreement and if the value of the

services/materials under risk purchase exceeds the amount of Security Deposit and/or Bank Guarantee, the same may be recovered if necessary by due legal process. The incremental cost that may be recovered by GSTN from MSP under this clause shall be limited to 100% of the amount that was payable to SP for the non-delivered goods/services/deliverables.

21. Indemnities and Limitation of Liability

The Service Provider shall indemnify GSTN without limitation, against all claims, suits, liability which may arise against GSTN on account of any third party IPR breach or Service Provider's confidentiality breach or wilful misconduct under the contract.

GSTN shall be entitled to claim and the Service Provider shall indemnify GSTN up to the Insured value against all damages and losses suffered by GSTN on account of Service Provider's non-performance or breach under this Agreement.

No party shall be liable for any type of consequential, indirect or incidental damages or losses, or loss of profit or good will, against another party to this contract.

Each party's aggregate liability for direct damages under this contract shall not exceed the total Contract value by the Service Provider to GSTN under this Agreement.

Provided that the aforesaid limitation of liability shall not be applicable in case of any:

- a. Confidentiality breach attributable to the Service Provider
- b. Wilful misconduct, by the Service Provider
- c. Third Party intellectual property right's infringement attributable to the Service Provider

22. Termination

A. Termination for Cause: GSTN may terminate the Contract, upon written notice to the Service Provider:

- (a) In the event of arising of any of the following events:
 - i. The Service Provider fails to deliver the services or fails to perform the works within the timelines specified in the Contract; or
 - ii. The Service Provider commits breach of any of the terms and conditions of this Contract; or
 - iii. The Serious discrepancy in the quality of service is observed; or

iv. Provided, before terminating the Contract upon any of the aforesaid grounds (i) to (iii), GSTN shall first serve a thirty days' (30) written notice to the Service Provider requiring him to cure the breach. If the Service Provider fails to cure the breach, within the aforesaid 30 days period, GSTN shall have an option to forthwith terminate the Contract by notifying in writing thereon to the Service Provider.

(b) In case of any third party IPR breach arises against GSTN or confidentiality breach caused by the Service Provider or willful misconduct of the Service Provider.

In case of termination for cause, GSTN shall be entitled to recover loss and damages suffered by it on account for Service Provider's breach of the contract.

B. GSTN may terminate the Contract, upon written notice to the Service Provider, if it becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors rights or otherwise ceases to conduct business in the normal course; provided that this right to termination shall not apply if the other party is ordered to be wound up by the court for the purpose of a bona fide reconstruction or amalgamation.

C. Termination for convenience: GSTN reserves the right to terminate the Contract, in whole or in part, at its convenience, by serving a written notice of 60 days' to the Service Provider, at any time during the currency of the Contract.

The aforesaid notice shall specify that the termination is for the convenience of GSTN. The notice shall also indicate inter-alia, the extent to which the Service Provider performance under the contract is terminated, and the date with effect from which such termination will become effective.

In the event of termination for convenience, GSTN will pay to the Service Provider all fees payable against the works and services completed by the Service Provider and accepted by GSTN up to the date of termination of the Contract.

23. Force Majeure

a. Definition

i. For the purposes of this work, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events

and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

ii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

b. Measures to be Taken

i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Purchase order as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

iii. Any period within which a Party shall, pursuant to this Purchase 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.

iv. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to arbitration clause of this Purchase order.

24. Non-Disclosure

All GSTN's technical information, data, details, applications, papers, statements, drawings, business/customer information and other related documents forming part of order which may be communicated to or come to the knowledge of Bidder and /or its employees during the project shall be treated as absolutely confidential and Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of GSTN. In the event of any breach of this provision, the Bidder shall indemnify the GSTN against any loss, cost or damage or claim by any party in respect of such breach. The bidder should execute the NDA (to be provide by GSTN with LOA) within 21 days from the date of the LOA/PO.

25. Use of Contract Documents and Execution

The bidder shall not, without GSTN's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of GSTN in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far as may be necessary for the purposes of such performance.

Any document shall remain the property of GSTN and all copies thereof shall be returned to GSTN on termination of the Contract. The bidder shall not, without GSTN's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

26. Confidentiality

This document contains information confidential and proprietary to the GSTN. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of the GSTN, affiliates, and/ or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the contract, or legal action against the bidder for breach of trust. The information provided/ which will be provided is solely for the purpose of undertaking the services effectively.

No news release, public announcement, or any other reference to this tender/ RFP or any program there under shall be made without written consent of GSTN. Reproduction of this tender, by photographic, electronic, or other means is strictly prohibited.

27. Exit Management

- a) This clause sets out the provisions, which will apply on expiry or termination of the Agreement.
- b) It is the prime responsibility of the bidder to ensure continuity of Services at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded. Further, SP is also responsible for all activities required to train and transfer the knowledge to the Replacement SP / GSTN to ensure similar continuity and performance of the

Services post expiry of the Contract. The SP will be required to carry out a gap analysis of the proposal made by the Replacement SP and specifically inform GSTN. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

- c) In case of contract being terminated by GSTN, GSTN reserves the right to ask SP to continue running the project operations for a period of 3 months after termination orders are issued.
- d) Upon service of a notice under this Clause the following provisions shall apply:
 - i All risk in and title to the Assets, if any, to be transferred / to be purchased by GSTN pursuant to this Clause shall be transferred to GSTN, on the last day of the exit management period.
 - ii Payment to the outgoing SP shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
 - iii The outgoing SP will pass on to GSTN and/or to the Replacement SP, the subsisting rights in any leased properties/ licensed products, if any, on terms not less favorable to GSTN/ Replacement SP, than that enjoyed by the outgoing SP.
- e) During the exit management period:
 - i. The SP will allow GSTN access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable GSTN to assess the existing services being delivered;
 - ii. Promptly on reasonable request by GSTN, the SP shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services provided by the SP. GSTN shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The SP shall permit GSTN to have reasonable access to its employees and facilities as reasonably required by GSTN to understand the methods of delivery of the services employed by the SP and to assist appropriate knowledge transfer.
- f) The SP will promptly on the commencement of the exit management period supply to GSTN the following:

- i. All current and updated data as is reasonably required by GSTN for the purposes of transitioning the services to its Replacement SP in a readily available format. ;
 - ii. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable GSTN, or its Replacement SP to carry out due diligence in order to transition the provision of the Services to GSTN, or its Replacement SP (as the case may be).
 - iii. All Intellectual Property Rights related to the Project and /or documentation relating to Project's Intellectual Property Rights.
 - iv. Project Data and Confidential Information.
- g) Before the expiry of the exit management period, the SP shall deliver to GSTN all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the SP shall be permitted to retain one copy of such materials for archival purposes only.
- h) On request by GSTN, the SP shall effect such assignments, transfers, licenses and sub-licenses, if any, as GSTN may require in favour of GSTN or its Replacement SP in relation to any equipment lease, maintenance or service provision agreement between SI and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by GSTN or its Replacement SP.

28. Arbitration

- a) Any unresolved dispute or difference whatsoever arising between the parties to this agreement, out of or relating to the construction, meaning, scope, operation or effect of this PO/LOA or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. The Arbitration proceedings will be held at New Delhi, India and will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- b) The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award subject to the provisions of clauses mentioned here and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any arbitration award rendered

pursuant to this clause may be enforced by any court of competent jurisdiction.

- c) During any period of arbitration, the contractor shall not suspend its services.

29. Jurisdiction

This Agreement shall be subject to exclusive jurisdiction of courts at Delhi only.

30. Disqualification

The bid/proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this tender:

- a) Bid not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
- c) The bidder's proposal is conditional and has deviations from the terms and conditions of tender.
- d) Bid is received after due date and time.
- e) Financial Bid not submitted in the format provided in tender/RFP document.
- f) Bid is not accompanied by all the requisite documents.
- g) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- h) EMD not enclosed in the Technical bid.
- i) Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- j) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.

31. Taxes

Any increase or decrease in the rates of applicable taxes or any new levy on account of changes in law shall be payable as per actuals.

SECTION – V

General Conditions of Contract (GCC)

1. The contracting firm / company will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the person deployed by it in GSTN.
2. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the agency will be liable to be forfeited by GSTN besides annulment of the contract.
3. GSTN through its authorized officers shall have right to inspect the services regarding conduct of HR services for GSTN. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
4. All entries in the Bid form should be legible and filled clearly. Any overwriting or correction which is unavoidable has to be signed by the authorized signatory.
5. Technical Bids will be scrutinized to check all requisite and relevant documents and their authenticity.
6. All the rates quoted by the bidder shall remain unchanged during the period of contract.
7. The contracting firm / company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other firm / agency / company without the prior written consent of the GSTN.
8. The bidder will be bound by the details furnished by him / her to the GSTN while submitting the bid or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
9. The Performance Security Deposit can be forfeited by order of the Competent Authority of Office of Goods and Services Tax Network in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for

non-acceptance of the LOA/PO by the firm / company to whom contract has been awarded.

10. The GSTN reserves the right to withdraw/relax any of the terms and conditions.

PRICE SCHEDULE

This is the summary table of commercial bid for this tender. All the base prices in this table shall be picked from tables in the following sub-sections. *All amounts are in INR.* All the applicable taxes shall be paid by GSTN on actual as per the tax rates prevailing on the date of invoicing. Bidders are requested to sign and stamped all the pages of Price Formats (Summary & Schedules Sheets).

SUMMARY OF COST COMPONENTS										
Sr. No	Item Description	Schedule	C ₀	C ₁	C ₂	C ₃	C ₄	C ₅	Total Value (Inclusive of applicable Taxes) (Total Value = C ₀ +C ₁ +C ₂ +C ₃ +C ₄ +C ₅)	Percentage of Total Project Cost
1.	Capital Expenditure (CAPEX)	A								
2.	Operation & Maintenance Cost (OPEX)	B								
3.	Optional Components Cost	C								
	HDD & Licenses									
	Operation & Support									
4.	Total Cost of the Project (A+B+C)									
Total Bid Value (in FIGURES) (A+B+C)										
Total Bid Value (in WORDS) (A+B+C)										

Note:

1. Total Cost w.r.t to Sr. 1 above mentioned table should not exceed 40% of the Total Cost of the Project.
2. C_0 is the subtotal of consolidated charges quoted by the bidder for the Pre Go-Live phase
3. C_1 is the Consolidated Charges payable for year 1 after “Go-Live”
4. C_2 is the Consolidated Charges payable for year 2 after “Go-Live”
5. C_3 is the Consolidated Charges payable for year 3 after “Go-Live”
6. C_4 is the Consolidated Charges payable for year 4 after “Go-Live”
7. C_5 is the Consolidated Charges payable for year 5 after “Go-Live”
8. There will be no additional payment to the bidder for anything related to movements/ visits/ presentations/ knowledge transfer by the bidder or its officials.

Signature with Stamp of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

Schedule A

CAPITAL EXPENDITURE (CAPEX) COST TABLE

Sr. #	Component-I [Phase I Part A] (with 5 years warranty)	QTY.	Base Cost (INR)	Tax Amount (INR)	Price (INR)
1	Server cost (As per BOM)	1			
2	Storage cost (As per BOM)	1			
3	Backup software cost for 150 end system (laptop & desktop)	1			
Sub Total- I, Including Taxes (INR)					
Sr. #	Component-II [Phase I Part B]	QTY.	Base Cost (INR)	Tax Amount (INR)	Price (INR)
4	One time Implementation cost	Lump-sum			
5	Training cost for 5 employees (will be taken within 1 year from Go-Live)	1			
Sub Total- II, Including Taxes (INR)					
Total Cost – (I+II), Including Tax (INR)					

Total Project Cost in Words: Rupees.....

Note:

- i. Price quoted should be inclusive of all taxes & all other additional charges.*

- ii. The quoted prices and taxes should be shown separately.*

Signature with Stamp of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

Schedule B

OPERATIONS AND MAINTENANCE EXPENDITURE (OPEX) COST TABLE

Sr. #	<u>Component-III</u> [Phase II]	<u>QTY.</u>	<u>Base Cost</u> (INR)	<u>Tax Amount</u> (INR)	<u>Price (INR)</u>
1	Operation and support cost year-1 after Go - live	Lump -sum			
2	Operation and support cost year-2	Lump -sum			
3	Operation and support cost year-3	Lump -sum			
Total Cost – (III), Including Tax (INR)					

Total Project Cost in Words: Rupees.....

Note:

- i. Price quoted should be inclusive of all taxes & all other additional charges.*
- ii. The quoted prices and taxes should be shown separately.*

Signature with Stamp of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

Schedule C

OPTIONAL COMPONENTS COST TABLE

Sr. #	Particulars	QTY.	Base Cost (INR)	Tax Amount (INR)	Price (INR)
1	Additional HDD for 20TB usable space	1			
2	Additional 50 user license cost	1			
3	Operation and support cost for 4 th Year	Lump -sum			
4	Operation and support cost for 5 th Year	Lump -sum			
Total Cost , Including Tax (INR)					

Total Project Cost in Words: Rupees.....

Note:

- i. Price quoted should be inclusive of all taxes & all other additional charges.
- ii. The quoted prices and taxes should be shown separately.
- iii. For the S.Nos. 1 & 2, the costs will be paid to SI on actual basis as per the requirement of the GSTN.
- iv. For the S.Nos. 3 & 4, the costs will be paid to SI on quarterly basis as per the requirement of the GSTN.

Signature with Stamp of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

RFP/Tender Response Cover Letter

Original signed copy on company letterhead
[Date]

To,
Sr. Vice President (P&C)
Goods and Services Taxes Network
4th Floor, World Mark-1, East Wing,
Aerocity, Delhi – 110 037

Dear Sir,

Ref: Response to Tender for ‘.....’

Having examined the tender/RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our bid for **Tender for Laptop/Desktop Back-up Solution at GSTN** as required and outlined in the Tender/RFP and agree to abide by this response for a bid validity period.

The following persons will be the authorized representative of our company/ organisation for all future correspondence between the Goods and Services Tax Network (GSTN) and our organization till the completion of the project.

Details	Primary Contact	Secondary Contact	Executive Contact
Name:			
Title:			
Company Name:			
Address:			
Phone:			
Mobile:			
Fax:			
E-mail:			

We fully understand that in the event of any change in our contact details, it is our responsibility to inform GSTN about the new details. We fully understand that GSTN shall not be responsible for non-receipt or

non-delivery of any communication and/or any missing communication from the GSTN to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to GSTN.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the GSTN is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead GSTN in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or, in the event of our selection, our contract is liable to be terminated.

We agree for unconditional acceptance of all the terms and conditions set out in this RFP document.

We agree that you are not bound to accept any response that you may receive from us. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company /corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of

Signature:.....

Name:.....

Designation:.....

Format of Earnest Money Deposit

To,
Goods and Services Tax Network (GSTN)
4th Floor, Worldmark-1, Aerocity,
New Delhi - 110037

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation/bid dated _____ against GSTN RFP/Tender for _____ (hereinafter called the "RFP/Tender") vide enquiry No. _____.

Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____. The conditions of this obligation are:

The conditions of this obligation are:

1. If the bidder withdraws or amends, impairs or derogates from the tender/RFP in any respect within the period of validity of this RFP/Tender; or
2. If the bidder, having been notified of the acceptance of its bid by GSTN during the period of its validity:-
 - a) Fails or refuses to accept/execute the contract; or
 - b) If it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged.

We undertake to pay to GSTN up to the above amount upon receipt of its first written demand, without GSTN having to substantiate its demand, provided that in its demand GSTN will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force for a period of forty five days after the period of RFP validity and any demand in respect thereof should reach the Bank not later than the above date.

Date:

(Signature of Authorized Officer of Bank with Seal)

Name:

Designation

Vendor Information Form

Bidders are requested to furnish the following information and enclose along with quotation.

Agency Name:				
Address of the Agency				
Name & Designation of Authorised person				
Contact information	Mobile no:	Telephone No :	Fax No:	Email :
<u>Bank details of the Agency</u>				
Bank Name				
Bank Address				
Bank Account No				
IFSC Code				
PAN No.				
TIN No.				

Signature & Stamp of the Bidder

Date:

Contract Form

(On a Non-Judicial Stamp Paper of Rs.100.00)

THIS AGREEMENT made the _____ day of _____, 20__ between Goods and Services Tax Network, Worldmark-1, Aerocity, Delhi-110 037, India (hereinafter “the Service Recipient”) of the one part and of _____ (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Service Recipient is desirous that certain Goods/Services should be provided by the Service Provider, viz. _____ (Brief description of Goods and Services) and has accepted a bid submitted by the Service Provider in response to the Service Recipient’s Bidding Document Reference for the supply of those Goods/Services in the sum of Rs. _____ (Rupees) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as in the Terms and Conditions mentioned at various Sections of the above referred Bidding Document.
2. The following documents shall be deemed to form and be read and construed as part this Agreement, viz:
 - a. The Service Recipient’s Letter of Award (LOA)/Contract No. _____ dated _____.
 - b. the offer and price schedule submitted by the Service Provider:
 - c. the schedule of requirement and the specifications mentioned in various **Sections** of the above referred Bidding Document:
 - d. The terms and conditions in the above referred Bidding Document:
3. In consideration of the payments to be made by the Service Recipient to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Service Recipient to provide the Goods / Services and to remedy defects therein in conformity with the provisions of Service Recipient’s LOA and Bidding Document.

4. The Service Recipient hereby covenants to pay the Service Provider in consideration of the provision of the Goods / Services and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the LOA at the times and in the manner prescribed in the LOA and Bidding Document.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

For and on behalf of
Goods and Services Tax Network

For and on behalf of
_____ (name of company)

Signature:
Name:
Designation:
Company's stamp/Seal:

Signature:
Name:
Designation:
Company's stamp/Seal:

In the presence of (witness):

In the presence of (witness):

1)

1)

2)

2)

Non-Blacklisting declaration

(Original signed copy on company letterhead)

This is to notify that our company intends to submit a proposal in response to the tender/RFP for _____ (name of work/services).

It is hereby certified that, we are not blacklisted by any Central/ State Government/ agency of Central/ State Government /PSU / Autonomous Body/ any Regulatory Authority in India as on date.

(Authorised Signatory)

Signature:

Name:

Designation:

Seal:

Date:

No Deviation Certificate (NDC)

This is to certify that our bid/offer is exactly in line with your RFP enquiry (including amendments) no. _____ dated _____.

This is to expressly certify that our bid/offer contains no deviation either Technical (including but not limited to Scope of Work, Resource / Functional Requirements and Goods/Services) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Request for Clarification Format

1. Company Name:
2. Name and Position of person submitting the request:
3. Full formal address of the bidder including phone, fax and email points of contact:

S. No.	Tender Document Reference(s) (section number/ page)	Content of tender requiring Clarification	Points on which clarification required
1			
2			
3			
4			
5			

Manufacturers'/Producers' Authorization Form

(On Company letterhead only)

Date: dd/mm/yyyy

To,

Subject: Supply of equipment for “.....” for GSTN

Sir,

This is to certify that **<Insert complete legal name of the OEM>**; I/we am/are the Original Equipment Manufacturers (“OEM”) in respect of the products listed below (“Products”). I/We confirm the Products listed herein have not been announced as End-of-Life or End-of-Sale.

I/We confirm that **<Insert complete legal name of SP>** (“Service Provider” or “SP”) has due authorization from us to resell and supply certain OEM Equipment(s), to GSTN. The SP is authorised by us, to provide the solution, implementation, requisite training & maintenance services, provide maintenance and upgrade support services for our products for the listed Information Technology infrastructure and System Integration services to GSTN.

When resold by reseller the Products shall be subject to applicable warranty terms and service policies of the OEM.

I/We affirm that as of the date of this letter, we shall make support available for the Product(s) and provide support of parts for repair (or functionally equivalent replacements) thereof for a period of up to five (5) years from the date of sale to GSTN and that we currently expect to make these Products, or subsequent versions or functional equivalents of them, available for sale during such period of time.

We assure you that in the event of SI, not being able to fulfil its obligation as our representative in respect of applicable standard warranty terms we would continue to meet our warranty terms for the entire term of the SI agreement with GSTN, as signed at the start of the project, through appropriate alternate arrangement(s) through our support mechanism in India.

This authorization letter is applicable against the Products listed below:

S. No.	Product Name
1.	
2.	
3.	

For and on behalf of **<Insert OEM's company name>**

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>

Cc: SI corporate name & Address

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The bidder in its Bid should include it.

Check list of the documents to be submitted with bid

Sr. No.	Particulars	Confirm (Yes/No)
1.	Earnest Money Deposit	
2.	Bid in two parts, technical bid and Financial bid.	
3.	All pages serially numbered, signed and stamped on each page.	
4.	Audited Balance sheet and profit & loss account of last three years.	
5.	Copy of Certificate of Incorporation.	
6.	Copy of PAN & GST registration.	
7.	Documents in support of work / contracts fulfilled in last 3 years along with their values in support of the experience.	
8.	Tender response cover letter as per Annexure- II	
9.	Vendor information form as per Annexure- IV	
10.	Non-blacklisting Declaration as per Annexure- VI	
11.	No Deviation Certificate as per Annexure- VII	
12.	Manufacturing Authorization Certificate- IX	