



**National Internet Exchange of India**  
**9<sup>th</sup> Floor, Statesman House,**  
**Barakhamba Road,**  
**New Delhi**

[Tender Document for Procurement of Infrastructure for  
Implementing NIXI E-mail Service](#)

## Contents

<b>1. NIXI Requirement</b> .....	4
<b>2. Cost of Tender Documents</b> .....	4
<b>3. Earnest Money Deposit (EMD)</b> .....	4
4. Scope of work.....	5
5. Tender Eligibility .....	6
6. Evaluation of Pre-Qualification Criteria.....	6
7. Address for Delivery of Equipment.....	7
8. Instruction for Tender Bid submission .....	7
9. Clarification on Tender Document .....	7
10. Amendments of Tender Document.....	7
11. Instructions for tender process .....	8
12. Terms and Conditions.....	9
13. Delivery, Installation and Commissioning of Equipment .....	11
14. Warranty and AMC Clause.....	11
15. Permits, Taxes and Other Duties .....	13
16. Subcontract .....	13
17. Placing of Purchase Order .....	14
18. Price Stability .....	14
19. Project Schedule.....	15
20. Payment Schedule.....	15
21. Penalty Clause.....	16
22. Evaluation Criteria.....	19
23. Entire Agreement .....	21
24. Confidentiality and Security .....	21
25. Indemnity.....	21
26. Limitation of Liability .....	22
27. Force Majeure.....	22
28. Events of Default by Bidder .....	23
29. Termination of the Contract.....	24
30. Dispute Resolution .....	25
31. Infrastructure Requirements.....	25
32. Technical Specifications .....	27
33. Manpower Requirements and Specifications .....	43
34. Format of Financial Bid .....	45
a) Cost of Items .....	45
b) Comprehensive AMC Charges (including all taxes) .....	45
c) Manpower Costs.....	46
Annexure 1: Pre-Qualification Criteria.....	48
Annexure 2: Bank Guarantee .....	50



## 1. NIXI Requirement

This tender document is being issued to select an agency for "Procurement & implementation of Infrastructure for Implementing NIXI E-mail Service". Bids (Technical & Financial) are invited from eligible bidders which should be valid for a period of 180 days from the last date of submission. Below are the timelines:

<b>Name of Work</b>	<b>Procurement of Infrastructure for Implementing NIXI E-mail Service</b>
<b>Bid Start Date</b>	25 <sup>th</sup> May 2022
<b>Submission of Queries/ Feedback by Bidders</b>	30 <sup>th</sup> May 2022
<b>Pre-Bid Bidders Conference</b>	2 <sup>nd</sup> June 2022
<b>Publication of Final Tender Documents</b>	10 <sup>th</sup> June 2022
<b>Last Date for Bid Submission</b>	1 <sup>st</sup> July 2022
<b>Technical Presentation</b>	11 <sup>th</sup> July 2022
<b>Technical Bid Opening</b>	TBD
<b>Financial Bid Opening</b>	TBD

## 2. Cost of Tender Documents

"**INR 1000/-** to be deposited **National Internet Exchange of India, A/c No. 629401134348, IFS Code – ICIC0006294, ICICI Bank, Nehru Place, New Delhi - 110019**"

## 3. Earnest Money Deposit (EMD)

The Bidder will furnish, as part of its bid, an Earnest Money Deposit (EMD) of **INR 1,50,000/-** which should be deposited at **National Internet Exchange of India, A/c No. 629401134348, IFS Code – ICIC0006294, ICICI Bank, Nehru Place, New Delhi - 110019**" except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department only (if they are registered for relevant categories/ products/ services under this tender). The bidder must submit the certification of registration with one of the given authorities along with the eligibility documents.

The EMD will be denominated in Indian Rupees and will be in the form of a Demand Draft/ Pay Order/ Bank Guarantee issued by a Nationalized/ Scheduled Bank, in favor of NIXI, New Delhi.

Unsuccessful Bidder's EMD will be discharged/ returned after award of contract to the successful Bidder. **No interest will be paid by the Purchaser on the EMD.**

The successful Bidder's EMD will be discharged upon the bidder executing the Contract. **No interest will be paid by the Purchaser on the EMD.**

Further, if for any reason, the tender floated by the purchaser is scrapped/ cancelled, EMD of the bidder's will be discharged/ returned.

Any fraudulent measures may result in cancellation of the bid response and appropriate legal action will be taken by the purchaser.

The EMD may be forfeited:

- i. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- ii. in the case of a successful Bidder if the Bidder fails.
  - i. To sign the Contract in accordance with the tender; or
  - ii. To furnish Demand Draft or Bank Guarantee for contract performance in accordance with the tender
  - iii. If a bidder quotes unrealistically high/ low rates in its financial bid.

#### **4. Scope of work**

The Scope of the work for the project is divided into 04 (four) parts, detailed below.

- a) Procurement of ICT
- b) Solution Deployment
- c) Hiring of Manpower
- d) Product Support (Hardware & Software in the solution)

Based on requirement and experience, NIXI has done the sizing of all components for an initial .7 million users. The identified strategy is scalable both vertically and horizontally. NIXI team will review the sizing during the course of the service and the components will be augmented/ upgraded for the requirement during this entire period.

The empanelment done as a result of this tender would be used for procuring components required to setup and scale up (if required) the E-mail service deployment. Setting and scaling up would involve all product components as mentioned in the bill of material. Empanelment is done for an

initial period of 3 years to be extended by 24 months by mutual agreement.

## **5. Tender Eligibility**

- a) Turnover: Company should have an average turnover of 50 crore per year in last 3 financial years (documents required). Start-up/MSME exemption for turnover/ past performance/ experience will be granted as per Govt. of India notifications. To claim same, bidder has to submit the copy of certificate from Department of Industry Policy and Trade Promotion.
- b) Company should be a registered company in India under companies Act 2013 (documents required).
- c) Company should have an experience of at least 3 years in supply and installation of similar equipment in India (documents required).
- d) Company should not be blacklisted/ barred by Central Govt./ State Govt./ Public Sector Units (Central/ State) in last 5 years.
- e) The items should be latest model of OEMs and should support at least 05 years after warranty, declaration on OEM letter head need to be executed.

## **6. Evaluation of Pre-Qualification Criteria**

- a) Before opening and evaluation of their technical proposals, bidders are expected to meet the Pre-Qualification Criteria as mentioned in Tender.
- b) The invitation to the bids is open to all bidders who qualify the Pre-Qualification Criteria as mentioned in [Annexure 1: Pre-Qualification Criteria](#).
- c) A duly constituted Technical Evaluation Committee (TEC) will first select Bidders on the basis of eligibility criteria of this tender. Decision of the committee would be final and binding upon all the Bidders.
- d) The Bidders are requested to furnish documents to establish their eligibility (indicating the page number in the bid) for each of the items given in [Annexure 1: Pre-Qualification Criteria](#). Relevant portions in the documents should be highlighted. If a bid is not accompanied by all the necessary documents, it may be summarily rejected.
- e) Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, NIXI reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
- f) All documents should be submitted electronically in PDF format. Upon verification, evaluation/ assessment, if in case any information furnished by the Bidder is found to be false/ incorrect,

their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/ forged documents will lead to forfeiture of EMD and NIXI reserves the right to initiate legal action against the bidder.

g) A bid that does not fulfil all the stipulated eligibility conditions/ criteria will not be considered.

## **7. Address for Delivery of Equipment**

Hyderabad

## **8. Instruction for Tender Bid submission**

The bidders are required to submit hard copies of their bids (technical and financial) at NIXI office, address of which is mentioned in the first page of this document. The bids should be signed and sealed by the approving authority and submitted in closed envelope at NIXI office. Adequate measures should be taken by bidder for sanitizing the envelopes and person who will be delivering the envelopes.

## **9. Clarification on Tender Document**

Bidders requiring any clarification on the tender document may submit their queries, in writing, at the purchaser's mailing address viz; Email id: [pdns@nixi.in](mailto:pdns@nixi.in). The queries must be submitted in the following format (in spreadsheet file) only to be considered for clarification:

<b>Sr. No</b>	<b>Section No.</b>	<b>Clause No. /Page no.</b>	<b>Reference/ Subject</b>	<b>Clarification Points</b>
..	..	..	..	..

The Purchaser will not respond to any queries not adhering to the above-mentioned format. All queries on the tender document should be received on or before as prescribed by the purchaser in this tender document.

## **10. Amendments of Tender Document**

At any time prior to the last date for receipt of bids, the purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on e-procurement portal <http://eproc-nicsi.nic.in> and should be taken into consideration by the prospective agencies while preparing their bids.

In order to provide prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the last date for the receipt of bids.

Purchaser at any time during the tendering process can request all the prospective bidders to submit revised technical/ financial bids and/or supplementary financial bids without thereby incurring any liability to the affected bidder or bidders

### **11. Instructions for tender process**

- a) Bids must be submitted in two parts (Technical and Financial). Every part of bid should be in separate envelope and should be sealed.
- b) Bidder should submit their compliance against each column in technical bid.
- c) Each column of financial bid should be filled up.
- d) Technical compliance should be supported with relevant documents.
- e) Bids should be completed in all respects, must be submitted on or before the last date specified in the schedule of events.
- f) NIXI may, at its own discretion, extend the last date for submission of tenders.
- g) All the bids (technical and financial) must be valid for a period of 180 days from the last date of submission of the tender for execution of contract.
- h) In exceptional circumstances, prior to expiry of the original time limit, NIXI may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 180 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids.
- i) No Bid shall be modified, substituted, or withdrawn by the bidder after the due date.
- j) Any alteration/ modification in the bid or additional information supplied subsequent to the bid's due date, unless the same has been expressly sought for by the authority, shall not be considered.
- k) The bid submitted shall become invalid if: -
  - The bidder is found ineligible.
  - The bidder does not provide all the documents as stipulated in the bid document.



## **12. Terms and Conditions**

- a) Selected bidder must submit the bank guarantee as per format defined in **Annexure 2** within 10 days of after the receipt of notification of award of the Contract from the Purchaser
- b) All equipment must be compatible with Indian electrical standards
- c) NIXI, without assigning any reason can reject any tender(s), in which any prescribed condition(s) is/ are found incomplete in any respect and at any processing stage.
- d) The decision of NIXI arrived during the various stages of the evaluation of the bids will be final & binding on all bidders.
- e) Extra printed/ written conditions mentioned in the tender bids submitted by bidders will not be binding on NIXI.
- f) Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be factually false/ incorrect (not supported by the documents), their total bid shall be summarily rejected.
- g) NIXI will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.
- h) All bidders agree with NIXI for honoring all aspects of fair-trade practices in executing the work orders placed by NIXI.
- i) In the event of an empaneled company or the concerned division of the company being taken over/ bought over by another company, all the obligations and execution responsibilities under the agreement with NIXI, should be passed on for compliance by the new company in the negotiation for their transfer.
- j) If the name of the product is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to NIXI and the obligations with NIXI taken by the bidder with respect to the product with the old name shall be passed on along with the product so renamed.
- k) In the case, bidder is found in breach of any condition(s) of tender or work order, at any stage during the course of service, appropriate legal action as per rules/ laws, may be initiated against the bidder and BG shall be forfeited, besides debarring, and blacklisting the bidder concerned for at least three years, for further dealings with NIXI.

- l) Bidder must provide valid OEM authorization certificates for all the products quoted as well as certify that the proposed product is not declared end of sale.
- m) Bidder must provide management solution in high availability so that management of all blade chassis, IO modules, blade servers and all associated components of blade solution should be managed, configured, and monitored from a single pane of glass for all the management features mentioned in the blade chassis specifications.
- n) The bidder must quote the products/ software's strictly as per the tendered specifications/ requirements. Complete technical details along with make, model number, complete specifications along with the quotation must be provided.
- o) Any additional components, sub-components, assemblies, sub-assemblies, cables, connectors, sockets that would be required to meet the desired installation requirements must be provisioned by the bidder at no additional cost to the purchaser and without any project delays.
- p) The bidder must also highlight the support capabilities in India and the escalation matrix.
- q) Purchaser will not be responsible for any dispute related to IPR; the entire onus for resolution will lie with the respective bidder/ OEM(s). For any customizations done by purchaser project team, the IPR remains with purchaser.
- r) Purchaser reserves the right to procure the number of licenses or hardware quantity as deemed appropriate and required.
- s) Bidder must ensure that the unit price of components should include packing, forwarding, freight, insurance, installation, commissioning, warranty, or any other charges for supply at anywhere in India.
- t) The bidder must follow change management procedures and security policies as suggested by purchaser.
- u) The bidder must co-ordinate with the other System Integrator (SI), if any, for ensuring continuity of operations. The bidder must also support the OEM in diagnosing the problems related to their systems.
- v) In case any product provided by the bidder, doesn't meet the performance parameters mentioned by the bidder in the proposal, then the additional/ replaced appliance/ software must be immediately installed at the bidder's expense.
- w) The bidder must note that the Purchaser will provide the Sign-off for delivery, installation and commissioning after successful deployment and testing of the procured components.
- x) The bidder must ensure that all product set that is deployed for the proposed deployment is supported by OEM 24x7x365 backend support.

- y) The bidder will identify the Single point of failure and provision for the specified spares/components onsite accordingly.

### **13. Delivery, Installation and Commissioning of Equipment**

- a) The bidder should agree to deliver, install, and commission all the equipment at the specific location as identified by NIXI. NIXI shall reject the component/ equipment supplied if it does not comply with the specifications or does not function properly after installation. The bidder shall replace the non-functioning or defective equipment or its spares immediately and ensure proper functioning of all equipment.
- b) The bidder must ensure delivery, installation and commissioning of the components and relevant software and System Integration of all Components within 12 weeks.

Any unjustified and unacceptable delay in delivery and installation schedule as given, of this section will render the bidder liable for liquidated damage of maximum 0.3% (point three percent) of PO value per day with a maximum capping of 10%. After that the purchase order may be cancelled and the bidder shall also be liable to pay to the purchaser an additional cancellation charge of 10% (Ten percent).

### **14. Warranty and AMC Clause**

- a) All quoted items should be under 3 years on-site comprehensive warranty (first year price included, subsequently second and third year to be paid annually in advance) from the date of its successful installation and acceptance at the site, including free spare parts, kits etc. During this period, all the parts of the product shall be considered as non-consumable and bidder shall have to maintain all spare parts at no extra cost, if required.
- b) Bidder must ensure 3 years AMC. AMC shall be on the same terms and conditions as applicable for warranty. Bidder may quote separately for AMC.
- c) During this period, besides service/ maintenance of hardware & system Software and all driver software up-gradation, patches shall also be provided at no extra cost.
- d) Since the required solution is provided with high availability, if one of the redundant product/ software/ equipment systems fails, the issue must be addressed with immediate response time and the same must be resolved/ replaced within **24 hours** from the reporting of the incident/ issue/ problem. Any unjustified and unacceptable delay in meeting above timeline will render the bidder liable for liquidated damage as per the below table with a maximum capping of 10% of the value of purchase order.

- e)The bidder shall ensure that that there is a back-to-back agreement with OEM to meet hardware and software support during this period (Agreement document to be attached). Bidder is required to submit backlining certificates from the respective OEMs along with all the invoices.
- f) Failed hard disks once replaced with new ones as per the warranty clause and the faulty disks will not be returned to the bidder as per security policies.
- g)During the period of support/ warranty, the bidder shall:
- i.Support the entire hardware/ software of equipment
  - ii.Diagnose the hardware/ software faults and rectify the hardware/ software faults detected
  - iii.Repair and replace the faulty parts/ part thereof
  - iv.Upkeep the software periodically including implementation of patches, if required
  - v.Periodically analyze the health of various components of system
  - vi.bidder shall carry out support activities as per requirement of NIXI
- h)Repair and Maintenance:
- i.The bidder shall station their Technical Support Engineers (TSEs), for providing services to NIXI at their identified office
  - ii.The bidder shall ensure the availability of spare parts at different locations to meet the criteria of turnaround time for fault restoration/ faulty unit repair etc.
  - iii.The bidder shall ensure that all the TSEs are competent and responsible engineers and are capable of giving all types of necessary technical/ assistance to NIXI representatives in respect of all the hardware and software components of equipment as well as capable of attending faults/ resolving problems whenever needed.
  - iv.The bidder shall also ensure availability of experts in case of non-rectification of the faults by TSEs.
  - v.The bidder shall make the arrangements for taking out the faulty items from NIXI nodes after replacing them with new working spare, during support period.
  - vi.The bidder shall bear the entire cost including freight, insurance etc. and other incidental charges related to replacement of faulty items. It shall also include any interconnecting cables like power cables, networking cables, fibre cables etc.
  - vii.In case the faulty equipment/ card/ part is replaced, the replaced equipment/ card/ part shall become the property of NIXI, and the defective will become the property of bidder.

**15. Permits, Taxes and Other Duties**

The bidder shall obtain necessary road permits and pay all necessary local taxes and duties in delivering the equipment. NIXI will not be responsible for the same.

**16. Subcontract**

The Bidder may appoint a subcontractor for the execution of a certain parts of the work under this contract. The subcontracting details and documents supporting the same would be required as a part of Technical Bid. **The Bidder should ensure that there is only one level of subcontracting for the entire duration of the contract.**

The bidder should ensure that there is no discontinuity in services by the Agency or the subcontractor (due to change in sub-contractors) during the period of contract.

Prior to executing any contract or entering into any Contract or understanding with a delegate/ sub-contractor, the bidder will ensure that each delegate/ sub-contractor appointed by the bidder executes a Deed of Adherence and a Performance Undertaking. A copy of the detailed agreement with prices blanked should be submitted to the Purchaser before submission of the first invoice.

The bidder should ensure that the delegate/ subcontractor appointed is competent, professional and possess the requisite qualifications and experience appropriate to the tasks they will perform under this contract. The bidder will also ensure that the delegate/ subcontractor appointed is certified in carrying out the designated work and is a registered organization.

Any change in the sub-contractor(s) after the arrangement is firmed up, will be made by Contractor only with the prior written information to the Purchaser.

The Bidder will be responsible and would ensure the proper commissioning and performance of the site's services or tasks, hence, the bidder will be held responsible for any non- performance or breach by delegate/ sub-contractor. The bidder indemnifies and would keep purchaser indemnified against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such delegate/ sub-contractor. The bidder would be responsible for making all payments to the delegate/ sub-contractor, in respect of any work performed or task executed, and the purchaser would not be responsible for any part or full payment which is due to such delegate/ sub-contractor.

**Nothing in this Contract or any delegation/ subcontract agreement hereunder should relieve the bidder from its liabilities or obligations under this Contract to provide the**

### **Services in accordance with this Contract.**

Where the purchaser deems necessary, it would have the right to require replacement of any delegate/ sub-contractor with another delegate/ sub-contractor and the bidder will in such case terminate forthwith all agreements/ contracts other arrangements with such delegate/ sub-contractor and find of the suitable replacement for such delegate/ sub- contractor to the satisfaction of the Purchaser at no additional charge.

A notice will be issued 15 days in advance before removing a sub-contractor, any impact due to non-presence of person will invoke a penalty.

### **17. Placing of Purchase Order**

- a) Purchaser has the right to choose any subset of the tendered items for ordering.
- b) Purchase order will be placed on the bidder in hardcopy format or in softcopy format.
- c) Objection, if any, to the Purchase Order must be reported to Purchase Section by the bidder within five (5) working days counted from the date of purchase order for modifications, otherwise it is assumed that the bidder has accepted the purchase order *in toto*. This is applicable in case of electronic publishing/ delivery of the purchase order also.
- d) On the receipt of the purchase orders, the bidder would obtain all the necessary documents for timely delivery of the services.
- e) If the bidder is not able to supply the ordered items completely within the specified period, penalty would be imposed as mentioned in the tender document.

### **18. Price Stability**

To ensure the stability in prices of commodities provided by bidder to the purchaser during the tenure of 3 years starting from the day of contract signing, below mentioned conditions should not influence the price quoted by the bidder.

- a) During the initial delivery of product, no product should be end of life/ sale wherever, there is such a case the bidder will be required to replace it with the next product in line (having specifications either equal or better) which is not end of life/ sale, further during the tenure of the tender, if the product goes end of sale, the bidder should propose next version or product line that is replacing the quoted product and that should be provided to the purchaser at not a price more than the previous cost.

b) In the case of CPU, hard-disk speed, memory speed, memory size etc., bidder should provide the latest to the purchaser after due acceptance.

## 19. Project Schedule

S.No	Product / Service Delivery	Timeline
1	Hardware Delivery	6 weeks (from the date of issue of PO)
2	Software Delivery	6 weeks (from the date of issue of PO)
3	Installation and Commissioning of Hardware and relevant software	2 weeks (post-delivery of hardware)
4	System Integration of all components and platform readiness	2 Week post point no 3 above
5	Manpower Deployment	2 weeks (from date of issue of manpower PO)
6.	<b>Going live</b>	<b>12 weeks from date of issue of PO</b>

## 20. Payment Schedule

The fee amount will be as per the unit rate amount specified in Bill of Material will be released only on satisfactory acceptance of the deliverables for each task and after deduction of penalty if any for each task as per the schedule mentioned.

Payment shall be released by the purchaser against the invoices raised by bidder within 30 calendar days given all the relevant documents are submitted timely and are complete in all reference.

### Payment for ICT

Payment would be done as per the following schedule:

- a) 75 % on delivery of all items included in the purchase order
- b) 25% on completion of installation of all items in the purchase order

**75% payment** will be made on delivery of items at any specified site in India as per the following process:

- a) The bidder will deliver the items at designated locations as per the purchase order and obtain signature with date and stamp on delivery proof (s) of the concerned user.
- b) The bidder will post inspection, submit a copy of proof of delivery duly signed by the

purchaser project coordinator, with his name, date of delivery, designation and office seal, legibly recorded, should reach NIXI.

- c) The bidder will submit the bills along with original excise duty gate pass or invoice & original delivery certificate to NIXI. Performance Bank Guarantee will also be required to be submitted at the time of bill submission for payment to be made.
- d) Penalty if any, will be imposed as per the tender document

**Balance 25% payment** will be made after complete installation of all items as per the following process:

- a) The bidder has to install the ordered items and will prepare installation report as per the purchase order and get it signed by the concerned user/ officer in- charge or his/ her authorized person/ officer.
- b) The bidder will submit all original installation reports to NIXI.
- c) Penalty if any, will be imposed as per the tender document

#### **Payment for Product Support (AMC)**

Annual maintenance Cost (it will include hardware and software updates and upgrades). The first-year cost will include the cost of product and the added warranty for first year. Further AMC payments would be made in advance annually to the bidder for next two years.

#### **Payment for Manpower**

A pre-receipted bill in triplicate should be submitted in the name of NIXI by the selected bidder in every quarter. For this purpose, the quarter will be same as calendar quarters i.e., Jan – Mar, April – June, July – Sept and Oct – Dec.

#### **21. Penalty Clause**

##### **Product Delivery:**

- a) The bidder must ensure delivery, installation and commissioning of the components and



relevant software as mentioned in the tender document.

- b) Any unjustified and unacceptable delay in delivery and installation schedule as given, of this section will render the bidder liable for liquidated damage of maximum 0.3% (point three percent) of PO value per day with a maximum capping of 10%. After that the purchase order may be cancelled and the agency shall also be liable to pay to purchaser an additional cancellation charge of 10% (Ten percent).
- c) After Placing the order, the bidder will give the BG (8.5 percent of PO) within 20 days, or NIXI has a right to assume that the vendor is not interested in execution of this order and hence reserve the right to cancel the order forfeit the BG (equivalent to EMD) and take legal action.
- d) Proof of Delivery/ Installation duly signed by the user/purchaser Project Coordinator, with his name, date of delivery, designation, and office seal, legibly recorded, should reach NIXI Head Quarters, New Delhi within 30 days with the bills, after the date on which the item(s) was delivered / installed.

**Product Support SLA's:**

- a) If one of the redundant Product/Software/Equipment systems fails, the issue must be addressed with immediate response time and the same should be resolved/replaced within 24 hours from the reporting of the incident/issue/problem.
- b) Any unjustified and unacceptable delay in meeting above timeline will render the agency liable for liquidated damage of maximum 0.3% (point three percent) of PO value per day with a maximum capping of 10%.
- c) In case primary and secondary both fail leading to service failure, the same should be resolved/replaced within **4 hours** from the reporting of the incident/issue/problem.
- d) Any unjustified and unacceptable delay in meeting above timeline will render the agency liable for liquidated damage at the rate of 0.1% (point one percent) of the purchase order value per day for first 10 days, 0.2%(point two percent) per day for next 10 days, 0.3% (point three percent) per day for next 10 days, subject to maximum 30 days in total. Irrespective of the number of the incident/issue/problem the maximum penalty would be capped at 10% of the AMC value, in such a case Purchaser reserves the right to cancel the order, forfeit the BG (equivalent to EMD) and initiate the legal action.

**Operational SLA:**

This section provides for minimum level of services required as per contractual obligations

based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Bidder shall be reviewed by purchaser that shall:

- a) Regularly check performance of the Bidder against this SLA
- b) Discuss escalated problems, new issues and matters still outstanding for resolution. Review of statistics related to rectification of outstanding faults and agreed changes. Obtain suggestions for changes to improve the service levels.
- c) Since the required solution is provided with high availability and automatic failover between each system and between Primary and Disaster recovery sites, if one of the redundant Product/Software/Equipment systems fails, the issue must be addressed with immediate response time and the same must be resolved/replaced within **24 hours** from the reporting of the incident/issue/problem. Any unjustified and unacceptable delay in meeting above timeline will render the bidder liable for liquidated damage as per the below table with a maximum capping of 10% of annual maintenance amount.
- d) Any security breach relating to the Service identified by the Purchaser or Bidder must promptly be notified by the Bidder to the Purchaser and necessary corrective actions must be taken by the Bidder to protect the data privacy. Also, in such case, the Purchaser reserves the rights to levy a penalty as per **clause (d)** of this section with a Severity Level of S1 and Priority Level of P1. If required, the Purchaser may terminate the contract.

Severity/ Priority	P1 (hours)	P2 (hours)	P3 (hours)	Penalty
S1	0.5	2	6	The penalty shall be calculated based on the following formula: Amount of Penalty = Delay in every 10 min X Rs 2000 every 10 mins. So, for e.g. - if there is a delay of 15 mins from the assigned time allocation, then the penalty will be 1.5 x 2000 = INR 3000.
S2	2	4	6	
S3	4	6	8	

**NOTE:**

**Severity level:** The severity level of a service call is defined by the extent of impact the

problem has on the overall availability/performance of the Solution.

**Priority level:** The priority level of a service call is defined by the priority in which the calls would be handled in case of queuing

Agency has to use the existing Ticket management tool. The SLA will be calculated when the ticket is assigned to the bidder

**Penalty for Operational Manpower**

- a) Bidder will need to replace a resource within one week from the date of resigning/rejection by Purchaser due to any issue but not limited to competence, work performance etc. A penalty of 0.1 % of Manpower PO will be imposed for every-one day of delay up to 30 days or a maximum penalty of 10% of Manpower PO. Subsequently, NIXI reserves the right to take legal action.
- b) Bidder should inform the purchaser of any change in manpower or any resignation given by a resource deployed on the project on the day resignation is accepted, and make sure that the new resource has equivalent requisite experience. Bidder should ensure that complete handover by the relieving resource is given to the new resource for an overlapping duration of minimum 4 weeks in which the replacing resource takes over the charge.

**22.Evaluation Criteria**

- a) Technical evaluation will be based on technical compliance & marks obtained against the technical presentation as per the marking scheme . Absence of non-compliance or non-submission of technical supporting documents may lead to rejection of bid.
- b) No relaxation is permitted in eligibility conditions after submission of bids.
- c) The financial bid will evaluate the total of cost and AMC of items i.e. (a) and (b) part of financial bid.
  - i. The total costs will include the cost of hardware/ software/ AMC / Installation with applicable taxes.
  - ii. Cost of AMC will be taken for 3 years (aggregated). For evaluation purpose, AMC cost will be taken as approx. 10% of the hardware cost.
  - iii. Product supplied should include spare part availability for at least a period of 5 years from the date of supply

S.No	Parameters	Criteria	Documents	Marks
1	Technical Strength of the Bidder	Present Strength of IT Manpower for support purpose (Development/Maintenance/ Updating) as on bidding date should be not less	Affidavit/ Certificate on the letter head in this regard	5

		than 30 resources.		
2	Solution Architecture	Architectural design of the solution – robust, scalable etc.	Technical Presentation of the Solution Architecture	15
3	Projects / Work Done	The bidder must have successfully executed/complete IT projects as per the “Scope of Work”, for any Govt./ PSU	Copies of PO or any other material which proves statements	10
5	Resource Skillset	Manpower Skillset – Skills, Experience etc.	Profiles of Manpower	10
6	Presentation and POC	Detailed Technical Presentation & POC and evaluation of capabilities	Technical Presentation	60

The bidder is required to obtain minimum 70 evaluation marks to be eligible for financial bid opening.

#### d)Exit Management

The exit management requirements as elaborated below must be read in conjunction to and in harmony with related clauses of this tender.

- i. Given the critical nature of the service, it is imperative that a well-defined exit management strategy be made ready which will enable easy transition of activities when the contract expires/ is truncated. Accordingly, the bidder shall submit an exit management plan, which will focus on the key activities it will perform to ensure that a seamless transition of knowledge and activities be possible, and the same shall be evaluated. The exit management plan will be based on the plan proposed by the bidder in its technical proposal. The final exit management plan will have to be mutually agreed upon by both NIXI and the bidder. The bidder shall understand that ensuring a smooth transition at the end of the project period is a key requirement from NIXI. The bidder needs to update the exit management plan on half yearly basis or earlier in case of major changes during the entire contract duration. While proposing the exit management plan, the bidder shall ensure that the subsequent points are taken care of.
- ii. At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to the scope of work as in the contract, the bidder shall ensure proper and satisfactory transition is made to the other agency. In case NIXI wants to take over the project itself, then bidder has to ensure proper transition to the team designated by NIXI.

- iii. All risks during transition stage shall be properly documented by bidder and mitigation measures be planned in advance and recorded in the exit management plan so as to ensure smooth transition without any service disruption.
- iv. The bidder shall provide all knowledge transfer of the system to the satisfaction of NIXI as per the specified timelines.

### **23. Entire Agreement**

The agreement will be between NIXI and the bidder (including all backend agreements of bidder with OEM and third parties) constitutes the entire agreement between the "Parties" with respect to the matters addressed herein and can only be modified through a written instrument signed and agreed with consensus-ad-idem by both parties

- a) **Governing Law and Jurisdiction:** This agreement shall be construed and governed in accordance with the laws of India. Further, in case of any dispute is between the parties, the same shall be referred to the arbitration and shall be decided as per the provisions of the Arbitration & Conciliation Act, 1996 (amended and updated as of date) with arbitration seat/ venue at New Delhi. Any appeal or petition against the arbitration award/ final order/ judgment shall be filed in and decided by courts in New Delhi, India.

### **24. Confidentiality and Security**

- a. The selected bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NIXI without the prior written consent of NIXI.
- b. The bidder will ensure that no information about the software, hardware, and database, the policies of NIXI is taken out in any form including electronic form or otherwise, from the client site.

### **25. Indemnity**

- a. The selected bidder shall indemnify NIXI from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- b. Any negligence or wrongful act or omission by the selected bidder or any third party associated with selected bidder in connection with or incidental to this Contract or;

- c. Any breach of any of the terms of this contract by the selected bidder, the selected bidder's team or any third party
- d. Any infringement of patent, trademark/ copyright arising from the use of the supplied goods and related services or any party thereof
- e. The selected bidder shall also indemnify the purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.

## **26. Limitation of Liability**

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

## **27. Force Majeure**

If at any time, during the continuance of the agreement, the performance in whole or in part by either party of any obligation under the agreement is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, pandemic, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, NIXI may at its option, terminate the empanelment. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. NIXI shall however, be responsible to pay the bidder for the services successfully rendered to the satisfaction of NIXI under the work orders/ purchase orders issued pursuant to the contract.

### **28.Events of Default by Bidder**

The failure on the part of the bidder to perform any of its obligations or comply with any of the terms of this Contract should constitute an Event of Default on the part of the bidder. The events of default as mentioned above may include inter-alia the following:

- a) the bidder has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work under the Contract, or
- b) the bidder/ bidder's Team has failed to confirm with any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract.
- c) the bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender, and this Contract.

- d) The bidder/ bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- e) Failure of the successful Bidder to comply with the requirement of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/Security Deposit. In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder subject to maximum of 10% of the value of the goods/services for which alternative option is sorted to.

### **29. Termination of the Contract**

A Notice shall be given 30 days curing period in advance to the selected bidder before termination of the contract.

The contract maybe terminated within 30 business days if the Bidder does not perform its obligations as mentioned in the Contract or commits an Event of Default and fails to cure such default within 30 days of receiving a written notification from the Purchaser notifying it of such default, the same would constitute the breach of the Contract and the Purchaser shall have the right to terminate or withdraw the Contract. Such cancellation of contract on account of non-performance by the Bidder would entitle the Purchaser to forfeit the performance security.

Further the purchaser may terminate this agreement on 30 business days' notice to the bidder under the following conditions as well:

- a) If the bidder becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect; or
- b) There is or becomes any Law that makes the performance of the terms of this agreement illegal or otherwise prohibited; or
- c) Any Governmental Authority issues an Order restraining or enjoining the transactions under this agreement; or
- d) In case purchaser finds illegal use of hardware and software tools that are dedicated to purchaser only
- e) Under any other justified circumstance

In the event of termination, Purchaser may Invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the selected bidder that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.



In any case of Termination, the Purchaser shall be liable to pay the bidder for all the goods and services accepted as per the milestone till the effective date of termination.

### **30. Dispute Resolution**

- a) The Bidder and NIXI shall endeavor their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the empanelment.
- b) In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the MeitY, Government of India.
- c) The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **31. Infrastructure Requirements**

<b>S.No.</b>	<b>Equipment Name</b>	<b>Description</b>	<b>Quantity</b>
1	HCI Node:- 2* x86 32 cores 512 GB Memory, 8*25G ports, 10 TB Usable capacity on NVMe drives (3 mirror copy),	Hardware	24

<b>S.No.</b>	<b>Equipment Name</b>	<b>Description</b>	<b>Quantity</b>
	redundant hot power supplies & fans, Virtualization & resource management software enterprise version (10 VMs/2 Sockets) with 3 Years drive retention support		
3	Virtual Machine Manager (3-year Support)	Software	1
4	Operating System (3-year Support)	Software	24
5	WAF/Server Load Balancer	Hardware	2
6	Object Storage (1 PB usable)	Hardware	2
7	Rack	Hardware	8
8	Zimbra Annual OEM Technical Support	Support	700,000 Users

### 32. Technical Specifications

S.NO	Purchaser Requirements	Compliance (Y/N)
<b>I. Hyperconvergence Infrastructure</b>		
1	The solution should provide hyper converged software that allows delivery of enterprise-class storage services using latest x86 architecture server infrastructures without dependence on a separate Storage Area Network & associated components such as SAN Switches & HBAs.	
2	The HCI solution should support deployment on any one of leading hypervisors (VMware/Hyper-V). The solution components quoted including HCI system , hypervisor, server, network switch should be as a factory fitted engineered appliance.	
3	The proposed HCI solution should be engineered & integrated appliance . All the components of HCI such as compute nodes, hypervisor OS, storage disks, management software should be the responsibility of single OEM .	
4	The HCI solution should support scaling hyperconverged node (compute+storage), compute-only, storage-only(HDDs in existing node) independent of each other under a single cluster.	
5	The Solution should support compute only nodes. To add virtual compute capacity to the cluster which can access storage from converged nodes.	
6	The proposed HCI solution should support scalability up to 32 nodes or higher in a single cluster. Each server node should have dedicated redundant hot swap power supplies & cooling fans.	
7	The solution should provide flexibility of running clusters of any size starting from 3 Nodes to 32 Nodes with 3 mirror copies of data. Each node in the cluster should have a min. of 2x x86 scalable processors with per CPU config of 2.2 Ghz, 32 cores. Each node should be populated with min 512 GB of memory from day 1.	

<b>S.NO</b>	<b>Purchaser Requirements</b>	<b>Compliance (Y/N)</b>
8	Each HCI node should be configured with minimum of 10 TB usable storage capacity on NVMe drives (excluding cache, boot capacity) using 3 mirror copies of data and should have provision of a tolerance of minimum 2 nodes failure across the cluster. The capacity should be absolute capacity without considering any data efficiency techniques as Data Deduplication, compression & erasure coding. All converged nodes in the cluster should be provided with appropriate capacity of write intensive cache drive.(20x Endurance of higher). The solution must be provided with drive retention support, in case of drive failure.	
9	The HCI should be proposed with NVMe drives with capacity tier not exceeding 3.8TB. The drives should be presented via pass through mode without any hardware RAID on every server node.	
10	Minimum 8* 25Gbps network ports or equivalent bandwidth per server node.	
11	The hyper-converged solution should include min. 2 Qtys of L2 network switches, each with 48*10/25G, 6*40/100G ports per switch with redundant power supplies and cooling fans. Each switch should be provided with 48 number of 25Gbps for downlink ports and minimum 6*40/100Gb Ethernet ports. All required SFPs, licenses should be provided	
12	The HCI solution must support end-to-end installation of compute, network, storage, and network QoS in automated installation steps	
13	The solution should support Single click non-disruptive rolling upgrades of HCI software and system firmware.	
14	Single dashboard to manage all clusters, virtual machines, network, storage, monitor performance and manage events & alerts	
15	The HCI software should pool all NVMe's from all converged nodes in the cluster to present a single storage resource pool to all nodes in the cluster. There should not be any dependence on data locality for read, write operations, the cluster in production environment will be implemented	

<b>S.NO</b>	<b>Purchaser Requirements</b>	<b>Compliance (Y/N)</b>
	without data locality.	
16	The HCI software should pool all available capacity drives from all the nodes in the cluster to present a single storage capacity pool across the HCI nodes.	
17	The HCI should support IO striping across all NVMe's in the cluster for individual virtual machines to extract maximum throughput and performance from the cluster.	
18	Hypervisor must be certified by leading OS OEMs including Microsoft and RedHat. The HCI solution should be able to present cluster wide storage performance to any single large Virtual machine.	
19	Present scale-out storage to compute only nodes for Seamless failover of compute-only nodes for a fully high available design of HCI	
20	The HCI should support connecting to external 3rd party NAS (CIFS, NFS) storage into the HCI cluster for capacity expansion and ease of migration from existing environment to HCI	
21	The HCI solution should provide Inline Deduplication across capacity storage tiers.	
22	The Solution should allow for taking clones of individual Virtual Machines for faster provisioning. Any additional software or license required should be provided on day 1.	
23	The solution should automatically rebalance data to maintain balanced utilization of storage across the HCI converged nodes. When storage capacity is scaled up or scaled out, the HCI nodes must automatically redistribute data equally across all nodes equally without migrating VMs.	
24	The HCI solution quoted should have native replication capability OR should have replication capability supported by the offered Hypervisor	
25	The HCI solution should provide native data at rest encryption	
26	Virtualization software shall provide a Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general	

<b>S.NO</b>	<b>Purchaser Requirements</b>	<b>Compliance (Y/N)</b>
	purpose OS for greater reliability and security	
27	Virtualization software should support live Virtual Machine migration with enhanced CPU compatibility and without the need for shared storage option.	
28	Virtualization software should allow for hot addition of vCPU, memory, disk without any downtime.	
29	Virtualization software should have the ability to live migrate VM files from one storage array to another without any VM downtime. Support this migration from one storage protocol to another (ex. iSCSI, DAS).	
30	Virtualization software shall be able to dynamically allocate and balance computing capacity across collections of hardware resources aggregated into one unified resource pool	
31	Virtualization manager should be highly available with out of box HA without any dependency on clustering software. Virtualization manager should have the capability to monitor other same platform virtualized workloads in the data center. Each cluster should be provided with Virtualization manager	
32	The solution should provide horizontal scaling of workloads to automate scaling actions of infrastructure resources.	
33	The solution should support virtual resource management for offered hypervisors to access information about the managed VM's, Hosts, datastores and execute commands such as provisioning, resizing (scale in & scale out), reconfiguring entities in the environment. can perform system monitoring, report on wasted storage, recommend actions, execute moves for VMs and VM storage, and execute VM reconfiguration (change CPU count, memory, etc.).	
34	Bidder must quote 10 VM license per node or 2 Socket license per node to enable and meet mentioned features	
35	The vendor must provide all features and license applicable in Hypervisor OS, VMM Manager & HCI solution proving enterprise licenses (highest tier available). The solution must be provided with drive retention support, in case of drive failure.	

S.NO	Purchaser Requirements	Compliance (Y/N)
<b>II. Object Storage</b>		
1	Usable Net Capacity of Object Storage (TB): 1000 Net capacity is the amount of storage that will be available for storage of messages after all system overheads are accounted for including but not limited to data protection, metadata, space required for objects pending garbage collection (specifically for email use case), and best practices for maximum recommended fill rate, including fill levels requiring special growth requirements on the object storage system. For maximum recommended fill rate, including fill levels requiring special growth requirements on the object storage system.	
2	Number of Nodes (Number): Minimum 6	
3	Type of Drive: SATA/ NL-SAS	
4	Capacity of Disk Drives (TB): 16 or higher	
5	Minimum Number of Drives Support Per Compute Node (Number): 48	
6	Number of 10Gbe or higher ethernet ports per node (Number): 2	
7	Specialized ToR 10Gbe or higher as Quoted (if required) Switches per rack (Number): 2	
8	Number of tolerable concurrent node / disk failures: 2 Nodes/ 3 Disks	
9	Data Protection: Erasure Coding (12+4), (20+6), (8+4) or minimum 3 copies(1 primary , 2 secondary)	
10	Protocols Supported by the Storage from day 1: S3, SWIFT API, REST API, HTTP, HTTPS	
11	Storage System should be compliance with Ipv 6:	
12	Standby Power Consumption of System (Watt): Max 7000 Watt	
13	Max Power Consumption of System (Watt): Max 7000 Watt	
14	Broad Specifications of Object Storage : Built in self-healing,; automatic failure detection Global namespace with active data access and modification; support for nodes of different generations; should be expandable vertically with the addition of disks, SSD, and or RAM and horizontally with the addition of nodes; vertical expansion must be non-disruptive and accomplished through the addition of as little as one disk	

<b>S.NO</b>	<b>Purchaser Requirements</b>	<b>Compliance (Y/N)</b>
	<p>an one SSD per node; should scale to at least 100PB usable (1 trillion unique objects) with addition of disks/ nodes; Inbuilt support for S3, REST, and/or SWIFT; Active Directory/LDAP integration supported; Support for metadata search: all disk and controller rebuilds should leverage protection within same site and should not consume WAN bandwidth to greatest extent feasible; 256-bit AES encryption and compression of objects; should offer content protection using replication and Erasure coding irrespective of object size; support for multi tenancy and quota limits; metering capability; built in dashboard for capacity, object count etc.; support for audit trails; REST API support for advanced monitoring and management</p>	
15	<p>Horizontal expansion of system shall not under any conditions require addition of more than two nodes in a single site configuration, except as required to meet capacity requirements. Under no conditions shall a capacity expansion lead to a reduction in system throughput.</p>	
16	<p>Throughput of 1GBPS up to 6K (per 1 PB usable capacity) transactions per second with 100KB size, assuming 25% PUT, 25% DEL, 50% GET. Growth to 600k transactions per second. System background tasks are not included in the transaction rate.</p>	
17	<p>Garbage collection tunable to limit capacity overhead; not to exceed 7% of net usable capacity while meeting throughput requirements without impacting GET/ PUT latency. Garbage collection process must be dynamically tunable.</p>	
18	<p>Object storage system must provide for ability to recover objects deleted by Zimbra end-users and/or systems administrators via API for at least 7 days. The capability must be independent of Zimbra. The time period that objects can remain recoverable must be dynamically tunable.</p>	
19	<p>Object storage system must be able to dynamically grow from single site configuration to two or three site configurations while supporting the data protection requirements in each site, such that any one site could become primary at any time. The RTO of such failover, including both data and metadata, at the object storage level, must be zero.</p>	



<b>S.NO</b>	<b>Purchaser Requirements</b>	<b>Compliance (Y/N)</b>
	Similarly, RPO for object storage shall be zero or near-zero. Object storage system shall be capable of self-healing (without manual interventions) for outages up to one week in duration.	
20	Where S3 and/or SWIFT protocols are utilized the number of buckets to be utilized must be less than 0.1% of the number mail accounts, and provisioning of new buckets shall be automated. Each bucket must scale to allow for a minimum of 2 billion unique objects, with consistent response time for all transactions including listing and deletion of objects. Overall scalability of system must be to at least 1 trillion unique objects.	
21	Multiple configurations and/or generations of hardware, including from multiple OEMS, must be supportable in a single object storage cluster.	
22	Bidder must ensure if Load balancer and Network Switches are recommended to integrate object storage with Zimbra, then same must be offered in redundant config and must be sized to offer the asked throughput. Bidder must ensure that Load Balancer supplied should be scalable	
23	Bidder must ensure that object storage should be configured to protect from no data loss and data unavailability in the case of both scenarios occurring one by one (a) simultaneous failure of any 3 disks, including SSD (b) simultaneous failure of any 2 nodes/controllers	
24	Scope of supply must include installation, commissioning & integration together with all necessary software to make the system fully functional as intended.	
25	The bidder must demonstrate that the OEM object storage system has been available for at least 3 years and has been proven in at least 3 production Zimbra environments, each with at least .5 million mailboxes.	
26	Existing environment may have 60% of objects smaller than 100KB, therefore, the raw capacity if needed over and above the drive config must be supplied to meet mentioned 1000 TB usable capacity. Data protection may be configured for minimum (1+2 replicas) / erasure	

S.NO	Purchaser Requirements	Compliance (Y/N)
	coding	
27	Bidder must supply Object storage with 2-way(site) replication .	
28	<p>The bidder must supply and support the required connector/ driver for installed Zimbra solution (community version). Zimbra connector capable of concurrent connections to support the use of multiple object storage pools using any combination of protocols including S3, SWIFT, HTTP REST. The bidder will also provide a provision that shall be capable of managing migration of data of individual users between any of the managed storage pools transparently to the subscriber i.e., without any downtime on mailbox. Connector shall extend Zimbra stats for reporting and alerting on backend calls such as transaction rates and latencies. It must be possible to install and verify Zimbra connectors outside Zimbra itself. Connector driver for all OS &amp; to work with unlimited instance of Zimbra &amp; with proven deployment against multiple storage platforms and scalability to millions of accounts &amp; ready at time of installation.</p>	
<b>III. Zimbra Annual Technical Support</b>		
1	<p>OEM Technical Support- Every case is logged into the OEM support portal for tracking and metrics and is accessible to all stakeholders.</p> <p>When the Bidder/Customer raises an issue with the OEM technical support through the support portal or by email, a new case should open. To track the support case, a unique Case ID number is assigned. SI/CUSTOMER should be able to track the progress of the case using that number. Certain authorized Support Contacts at CUSTOMER and SI will have access to all the support cases.</p> <p>The support should be 24x7x365 with no limitations on the number of support tickets that can be raised annually</p>	
2	Technical Operations & Upgrade Planning Service- Operations best practice review and technical advisory workshops for a new implementation or upgrades to an existing platform.	
3	API Development Support JPOR and Trusted Advisor Services- Allows questions through cases on API-level custom development. Limited to ten (10) person-hours of service per month. Status review and advisor services at quarterly Joint Planning and	

<b>S.NO</b>	<b>Purchaser Requirements</b>	<b>Compliance (Y/N)</b>
	Operations Reviews.	
4	Root Cause Analysis- On Severity-1 issues that impact system availability, Email OEM will work to provide formal root cause analysis. OEM will use commercially reasonable efforts to work with CUSTOMER and third parties as necessary to provide a formal analysis, where possible.	
5	<p>Patch Support- OEM to provide at least two (2) custom patches annually for a select set of up to six (6) non-conformities each – applicable to the software version in use at the Customer site – upon request by CUSTOMER and upon agreement of feasibility by the OEM. Patches will be created as a back port of an existing bug fix available for the requested non-conformity in the production software version. The candidates for non-conformities selected for patches will be determined by the following criteria:</p> <ul style="list-style-type: none"> <li>• Loss of service availability</li> <li>• Loss of major functionality or usability of the software</li> <li>• Major security issue</li> </ul> <p>Upon receiving the request, OEM will perform an analysis of the non-conformities requested for patch inclusion to assess the feasibility and associated risk of implementing a patch to the platform. Zimbra will provide this analysis in written format for review by CUSTOMER. If Zimbra and CUSTOMER agree that the Patch request is a candidate for a Patch release.</p> <p>All patches provided by OEM should be to Customer’s current version and platform implementation.</p>	
6	<ul style="list-style-type: none"> <li>• Core Product Support - Source Code Access and Perforce License, Core Development Support</li> </ul>	

**Web Application Firewall (WAF)/ Load Balancer:**

<b>S.No.</b>	<b>Hardware Requirements</b>	<b>Compliance (Yes/No)</b>
1	OEM Hardware Load balancer Appliance with Minimum 4x 40GE QSFP+ SR4 & 8x 10GE SFP+ Ports	
2	Minimum RAM 128 GB	
3	Minimum Disk 240 GB SSD in RAID	
4	Dual Power Supply (Hot Swappable)	
5	HA: Active-Passive	

<b>S.No.</b>	<b>Hardware Requirements</b>	<b>Compliance (Yes/No)</b>
6	The Application Delivery Controller shall be capable of working with AC Power supply with a Voltage varying from 100-240 Volts at 50 -60 Hz	
7	Rack Mounting: 2U	
8	<b>Capacity and Scalability Requirements (Scalability should be supported by adding/ expanding license on same hardware)</b>	
9	The Application Delivery Controller shall have virtualization feature with minimum 15 virtual instances (vADCs) - Scalable to 50, with complete network & resource isolation	
10	TLS1.2 and TLS1.3 Support with Hardware Acceleration (SSL Chips / Cards)	
11	Concurrent L4 Connections: 55 million, Scalable to 65 million	
12	HTTP REQ Per Second: 3.2 million, Scalable to 3.8 million	
13	L7 Throughput: 60 Gbps, Scalable to 120 Gbps	
14	SSL Bulk Encryption Throughput: 50, Scalable to 70 Gbps	
15	SSL Transactions Per Second (RSA 2K Cert): 110K, scalable to 160K	
16	SSL Transactions Per Second ECC 256-bit curve (RSA 2K Cert): 45K, scalable to 65K	
17	<b>Load Balancing Support</b>	
18	Supported Load Balancing types: Server Load Balancing, Global Server Load Balancing	
19	Load Balancing Algorithms Support: LEASTCONNECTION, ROUNDROBIN, LEASTRESPONSETIME, HASH Based LEASTBANDWIDTH, LEASTPACKETS, SNMP Load etc.	
20	Load Balancing Protocol support: TCP, UDP, FTP, HTTP, HTTPS, DNS (TCP and UDP), SIP, RTSP, RADIUS, SQL, SMPP	
21	Application Optimization: Compression, caching, connection multiplexing, SSL offloading, TCP optimizations, TCP Buffering	
22	The ADC should support auth enforcement prior to allowing access to http/https SLB application - LDAP RADIUS, SAML, Oauth, Client certificate authentication, Web API Callout	
23	Dual Stack IPv4 and IPv6 Support	
24	<b>DNS &amp; GSLB Support</b>	
25	Appliance should be able to function as Authoritative Domain Name Server	

<b>S.No.</b>	<b>Hardware Requirements</b>	<b>Compliance (Yes/No)</b>
	(ADNS), DNS proxy server / End Resolver / Forwarder and should be able to host SRV Records, AAAA Records, A Records, MX Records, NS Records, CNAME Records, PTR Records, SOA Records and should also support DNSSEC	
26	GSLB Algorithm Support: Round Robin, Least Connections, Least Response Time, Least Bandwidth, RTT, Proximity	
27	<b>Security Requirements</b>	
28	DNS Security: GSLB Endpoints on the ADC should have safeguard against DNS DDoS attacks, random subdomain attacks, cache poisoning, cache bypass attacks, and should support enforcing DNS transactions over TCP	
29	L4 to L7 DDoS Protection against TCP/UDP/ICMP/DNS Flooding / Amplification, HTTP GET/POST Floods, Malformed SSL Floods, SSL Session Floods	
30	Damping Sudden Surge in traffic so it does not overwhelm the servers by tracking the number of connections to the server, and adjust the rate of new connections to the server	
31	IP Reputation to detect and block requests from Malicious Sources (SPAM / BOTNETS / Anonymous Proxies / TOR etc.) - this feature should not incur any additional license	
32	The ADC should support auth enforcement prior to allowing access to http/https-based load balanced application - LDAP RADIUS, SAML, Oauth, LDAP, Client certificate authentication, API Callout, Inbuilt OTP support via App/Email	
33	<b>WEB Application Security</b>	
34	IP Reputation to detect and block requests from Malicious Sources (SPAM / BOTNETS / Anonymous Proxies / TOR etc.) - this feature should not incur any additional license	
35	The ADC should support auth enforcement prior to allowing access to http/https-based load balanced application - LDAP RADIUS, SAML, Oauth, LDAP, Client certificate authentication, API Callout, Inbuilt OTP support via App/Email	

S.No.	Hardware Requirements	Compliance (Yes/No)
36	<p><b>Protection against OWASP Top-10 2021 Threats</b></p> <p>A01:2021-Broken Access Control</p> <p>A02:2021-Cryptographic Failures</p> <p>A03:2021-Injection</p> <p>A04:2021-Insecure Design</p> <p>A05:2021-Security Misconfiguration</p> <p>A06:2021-Vulnerable and Outdated Components</p> <p>A07:2021-Identification and Authentication Failures</p> <p>A08:2021-Software and Data Integrity Failures</p> <p>A09:2021-Security Logging and Monitoring Failures</p> <p>A10:2021-Server-Side Request Forgery</p>	
37	WAF should support Both Positive and Negative Security Model	
38	WAF Positive Security Model should support learning / Profiling and rule deployment across multiple ADCs via Centralized Management Platform	
39	<p><b>WAF Security Checks</b></p> <p>HTML Cross-Site Scripting Check</p> <p>HTML SQL Injection Checks</p> <p>SQL grammar-based protection for HTML and JSON payload</p> <p>HTML Command Injection Protection</p> <p>XML External Entity Protection</p> <p>Buffer Overflow Check</p> <p>Cookie Consistency Check</p> <p>Cookie Hijacking Protection</p> <p>Same Site cookie attribute</p> <p>Data Leak Prevention for Credit Card and Manually defined patterns / objects</p> <p>Field Formats Check</p> <p>Form Field Consistency Check</p> <p>CSRF Form Tagging Check</p> <p>XML Format Check</p> <p>XML Denial-of-Service Check</p> <p>XML Cross-Site Scripting Check</p> <p>XML SQL Injection Check</p>	

S.No.	Hardware Requirements	Compliance (Yes/No)
	XML Attachment Check Web Services Interoperability Check XML Message Validation Check XML SOAP Fault Filtering Check JSON DOS Protection JSON SQL Protection JSON cross-site scripting Protection JSON Command Injection Protection	
40	<b>Protection against BOTS / SCRIPTS / AUTOMATED ATTACKS</b> Device Fingerprinting Rate Limiting Trap URL insertion in server response with non-human viewable / readable content and checking any request coming back for the trap URL CAPCHA Challenge	
41	<b>Management and Monitoring</b>	
42	The ADC shall be manageable by SSH, HTTP, HTTPS, API, Console	
43	Centralized Management should be available for Reporting, Alarm, Configuration Management, SSL Certificate Management, Application and Security Violation Analytics	
44	<b>Regulatory Compliance</b>	
45	The ADC solution shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950	
46	The ADC solution shall conform to EN 55022 Class A/B or EN 55032 Class A/B or CISPR22 Class A/B or CISPR32 Class A/B or CE Class A/B or FCC Class A/B	

**Operating System (OS) Specifications:**

S. No.	General Specifications	Compliance (Y/ N)
--------	------------------------	----------------------

S. No.	General Specifications	Compliance (Y/ N)
1	Proposed Operating System (OS) should be based on opensource software, open standards and Open Architecture. Operating system should include including continuous delivery of patches and upgrades at no additional cost	
2	Proposed OS should include SELinux and CGroups for security. It should have inbuilt KVM support	
3	Proposed solution should be offered with the complete support for all the features of the operating system from the respective OEM. OS improvements and security fixes should be available without any additional licensing costs	
4	Offered solution should be able to perform provisioning and post-provisioning steps for configuration of various systems related to the operating system. Offered solution should be able to generate report on hosts that need OS updates, fixes, or enhancements.	
5	Live kernel patching for critical CVEs to minimize system reboots and reduce application warm-up cycle time should be offered with the operating system	
6	The operating system should be offered with 24x7 support directly from the operating system OEM and it should have minimum one support center in India for localized support	
7	<ul style="list-style-type: none"> <li>- Subscription/license of the OS software should not be for a specific version</li> <li>- Subscription/license should also be portable P2P, P2V, V2P and V2V</li> <li>- Should be upgraded to latest version without any additional licensing cost</li> <li>- Subscription/license stackable with minimum slab of 2-sockets in case of physical infrastructure</li> <li>- Subscription/license must support all major cloud providers - AWS, MS Azure, IBM, GCP, etc. and be portable from on Prem to Cloud and vice versa</li> </ul>	
8	Operating System should provide container infrastructure and tools to simplify container development and deployment. It should supply a lightweight, open standards-based container toolkit. OS should have Universal Base Images (UBIs) for container images	
9	<p>All subscriptions should provide 10 years of support for each major release(major kernel versions). Support should provide customer portal that includes-</p> <ul style="list-style-type: none"> <li>-Phone and online incident support</li> <li>-Knowledge-centered support system (reference architectures, documentation,</li> </ul>	



S. No.	General Specifications	Compliance (Y/ N)
	<p>videos, and discussion threads)</p> <p>-Information on security vulnerabilities and fixes</p>	
10	Operating System should have online accessible tested, verified and supported hardware list	
11	<p>Offered OS should include</p> <p>i) latest stable developer tools,</p> <p>ii) support for broad selection of programming language and runtimes,</p> <p>iii) tools for container building (like buildah), running containers (like podman) and sharing/finding containers (like Skopeo)</p> <p>iv) an image builder tool to set up a standard blueprint and create customized image for files for multiple hypervisors.</p>	
12	OS should be offered with predictive analytics tool to proactively check against common vulnerabilities and exposures (CVEs), identify system misconfigurations, and provide guidance. Offered solution should be able to do evaluation and remediation. Offered solution should be able to do Automatic security compliance - assessment and remediation.	
<b>Security Features</b>		
1	Offered solution should have security compliance tool that is designed to secure offered Operating System for Critical workloads.	
2	Offered solution should comply to the security certification across different industries common criteria (CC), FIPS 140-2, STIG, CGIS and it should be methodically tested, designed and reviewed for EAL4+ for the common criteria security standards.	
3	<p>Offered solution should provide security for:-</p> <p>(a) Evaluating the offered Linux OS compliance</p> <p>(b) Remediate Offered Linux OS to industry standards</p>	
4	The Linux operating system running in existing environment should be checked for security compliance to the security benchmark for Linux from the Center for Internet Security (CIS) and the offered tool should have this capability.	
<b>Management</b>		

<b>S. No.</b>	<b>General Specifications</b>	<b>Compliance (Y/ N)</b>
1	Solution should have a management platform to provide patch management, multisystem provisioning, configuration management, and fine-grained reporting capabilities, ensuring that systems have security and comply with various standards. Solution should provide content federation and the ability to cache content at a local level	
2	<ul style="list-style-type: none"> <li>- Solution should provide Integrated analytics with remediation, management, and automation. Software should include offering that analyzes the environment, including the underlying server as well as applications such as SAP and MSSQL.</li> <li>- Receive alerts and coaching on system configuration and performance'</li> </ul>	

### 33.Manpower Requirements and Specifications

S.No.	Designation	Role and Responsibility	Required Skillset	Quantity
1	Senior System Administrator from the Messaging software publisher	Responsible for achieving defined service levels for NIXI email software . The team is responsible for the overall health of the open-source email software system including monitoring, system administration, and problem management.	<p>The bidder is required to provide resource that have been contributing to the open-source project of the messaging software &amp; would also need to submit documents/details of the contribution done by the resource as well as these contributors shall have long term contract with the bidder for the duration of project .The resources should be from publisher of the open-source messaging software &amp; bidder needs to provide publisher undertaking of employment for these resources.</p> <p>Implementation, installation, configuration, maintenance, on proposed email solution servers.</p> <p>Mail server administration &amp; management</p> <p>Schema customization for new attributes in directory server</p> <p>Administration and maintenance of Linux, Unix Solaris servers</p> <p>Managing small team</p> <p>Installation and troubleshooting of email with spam assassin.</p> <p>Installation and troubleshooting of open-source solution.</p> <p>Knowledge of Apache MySQL and PHP, Installing and Troubleshooting Linux/Unix servers.</p> <p>Configuration and troubleshooting of various services under Linux / Solaris like DNS, DHCP, FTP, PAM, SUDO, LVM, DHCP, NFS, FTP, SENDMAIL, SAMBA, APACHE, PROXY, SQUID, and open LDAP. Java Directory server, Java Web server, Instant Messaging, Calendar server, SMS server, MTA</p> <p>Knowledge and experience on OS (Windows / Linux) Support</p> <p>Knowledge and experience on Mail client.</p> <p>Knowledge and experience in remote support.</p> <p>Strong knowledge on IP task's, Firewalls, Email server installation</p> <p>Recovery of the data in case of system</p>	6

<b>S.No.</b>	<b>Designation</b>	<b>Role and Responsibility</b>	<b>Required Skillset</b>	<b>Quantity</b>
			<p>crash.  Managing Front end and back end, mail store and LDAP servers.  3 or more years of Experience</p>	
2	Support Engineers	<p>Provide Tier II Product Support receiving help desk tickets from Tier 1 Support.  Responsible for providing advanced support to troubleshoot end-user issues, escalating to Tier 3 OEM Support as needed.  Provide software support for email solution, Virtualization, OTP, Operating system etc.  Provide support for security, data store and networking products like firewall, IPS, load balancers, WAF, storage , servers etc.</p>	<p>Should have minimum four-year experience in providing coding and customization support, receiving help desk tickets from Tier 1 Support.  Should have minimum four-year experience in providing software support for email solution, virtualization, OTP, Operating system etc.  Should have minimum four-year experience in providing support for security, data store and networking products like firewall, IPS, load balancers, WAF, storage etc.</p>	10

### 34.Format of Financial Bid

#### a) Cost of Items

S No.	Items	Qty. (N) (A)	Unit Price in INR (B)	Taxes (C)	Total Price in INR + Taxes i.e., Total Price = (A*B) + C
1	HCI Node:- 2* X86 32 cores, 512 GB Memory, 8*25G ports, 10 TB Usable capacity on NVMe drives (3 mirror copy), redundant hot power supplies & fans, Virtualization & resource management software enterprise version (10 VMs/2 Sockets) with 3 Years drive retention support	24			
2	Virtual Machine Manager (3-year Support)				
3	Operating System				
4	WAF/ Server Load Balancer				
5	Object Storage (1 PB usable)				
6	Rack				
7	Zimbra Annual Technical Support				
<b>Total (X)</b>					

#### b) Comprehensive AMC Charges (including all taxes)

S.no.	Items	Qty. (N)	Year 2 <sup>nd</sup> (A) in INR	Year 3 <sup>rd</sup> (B) in INR	Total =N*(A+B) in INR
1	HCI Node :- 2* x86 32 cores, 512 GB	24			

	Memory, 8*25G ports, 10 TB Usable capacity on NVMe drives (3 mirror copy), redundant hot power supplies & fans, Virtualization & resource management software enterprise version (10 VMs/2 Sockets) with 3 Years drive retention support storage capacity				
2	Operating System				
3	WAF/ Server Load Balancer				
4	Object Storage (1 PB usable)				
5	Rack				
6	Zimbra Annual OEM Technical Support				
<b>Total (Y)</b>					

c) Manpower Costs

S.No.	Designation	Quantity	Per/ man month cost in the 1st year (per/man month cost, including taxes)	Per/ man month cost in the 2 <sup>nd</sup> year (per/man month cost, including taxes)	Per/ man month cost in the 3 <sup>rd</sup> year (per/man month cost, including taxes)	Total Cost
1	Senior System Administrator from the Messaging software OEM	6	A1	A2	A3	M1
2	Support Engineers	10	B1	B2	B3	M2
<b>Total Manpower Cost (Z)</b>				<b>(M1+M2) * 12</b>		

**Total {(X) + (Y) + (Z)} = GTV**

- i) Quote should be in INR and in round figures. Taxes as applicable will be paid extra.
- ii) The payment terms above mentioned (75% on delivery & 25% on installation) is only for equipment to be supplied and not for AMC. AMC charges will be on completion of that year i.e., the first year AMC charges will be paid at the end of first year after end of warranty

period.

## **Annexure 1: Pre-Qualification Criteria**

Evidence submitted as per Pre-Qualification Criteria will be examined by Pre-Qualification evaluation committee (TEC) and if not found relevant, more time would be given to resubmit the evidence, failing to do so bidder will be rejected. "TEC shall have the right to ask for more details if not convinced".

<b>Sr. No.</b>	<b>Criteria</b>	<b>Documents to be Provided</b>
1	Name of the Company	
2	Mailing Address in India	
3	Telephone Number	
4	Fax Number	
5	Contact Person: Phone/Mobile No: Email Address:	
6	Name and Designation of the Authorized Person	
7	Year of establishment and constitution of organization in India.	
8	Total Manpower in India	
9	Authorization of signatory for the purpose of this tender	Power of Attorney
10	The bidder should be an established Information Technology company/ IT bidder. The bidder should be Public registered under the Companies Act, 1956 for at least last 5 (five) years.	Valid Registration Certificate as applicable OR Valid documentary proof of: 1. Certificate of incorporation 2. Certificate of Commencement Certificate consequent to change of name, if applicable
11	The bidder should have an average turnover of 50 Cr each year for the last three years	The average annual turnover certified by the statutory auditor; audited balance sheets & Profit & loss accounts report to be provided



<b>Sr. No.</b>	<b>Criteria</b>	<b>Documents to be Provided</b>
		for last 3 years ending on 31st March of the previous financial year.
12	The bidder should have a valid ISO 9001 or ISO 20000 certificate	Copy of Certificate for each certification
13	Bidder should provide valid OEM Authorization Certificates for all the products quoted as well as certify that the proposed product is not declared end of sale	Copy of MAF certificate
14	Bidder should provide back-to-back support from OEM for a period of 3 years from the date of award of the Contract.	Undertaking from bidder
15	Undertaking Letter from bidder stating its willingness to enter into a tripartite agreement with SI and purchaser duly signed by the authorized signatory.	Undertaking Letter from Bidder
16	The bidder should have an experience of at least 3 years in supply and installation of similar equipment's in India	Work Order/ Purchase Order Certificate
17	The bidder should have at least 30 (thirty) full time Technical Support professionals on its permanent rolls in India and preferably at least (ten) full time Technical Support Professionals in Delhi/ NCR who have current and relevant OEMs proposed in the solution skills, competency/Certification if supported by OEM, the same should be presented in their CVs. They should be on the payrolls since 1st April 2020.	Certified by the Statutory Auditor or Company Secretary of the firm

## Annexure 2: Bank Guarantee

8.5% of total quoted amount in tender as performance bank guarantee, which will be renewed after one year during AMC. Below is the format of bank guarantee: -

We \_\_\_\_\_ bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from '\_\_\_\_\_' (name of entity for whom bank guarantee is given) stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by '(name of entity for whom bank guarantee is given) by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding  
\_\_\_\_\_(Rs. \_\_\_\_\_ only).

We \_\_\_\_\_ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of\_(name of Entity for whom Bank Guarantee is given) under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of\_(name of Entity for whom Bank Guarantee is given) certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_to include 3 months claim over and above the period mentioned in the paragraph for the validity of the bank guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.

We \_\_\_\_\_bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of\_\_\_\_\_(name of Entity for whom Bank Guarantee is given) in writing.

Dated \_\_\_\_\_day of \_\_\_\_\_2022. Corporate Seal for Bank